

**SPECIFICATIONS
for the
Cherry Hill Library Out Building**

**Prepared by
Township of Cherry Hill
Camden County, New Jersey**

May 20, 2026

Department of Purchasing
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Cherry Hill Township, Engineering
Department

Date

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**TOWNSHIP OF CHERRY HILL
CAMDEN COUNTY, NEW JERSEY**

NOTICE TO BIDDERS

Notice is hereby given that sealed proposals addressed to Patti Chacker, Township Clerk, will be received up to 11:00 A.M. PREVAILING TIME ON JUNE 16, 2026 at which time they will be publicly opened and read by the Purchasing Agent of the Township of Cherry Hill in Room 102, 820 Mercer Street, Cherry Hill, New Jersey.

CHERRY HILL TOWNSHIP LIBRARY OUT BUILDING

Proposal Forms, Instructions to Bidders, Specifications and other Bidding documents may be reviewed and obtained by downloading free of charge from the Cherry Hill Township Purchasing Bid Posting website (<http://www.chnj.gov/bids.aspx>). Copies are available in the Purchasing Department, Room 102, Municipal Building for a cost of \$30.00 for specifications and drawings (if applicable).

Directions to download documents - on the Bid Posting website click on bid specialty and bid title. At bottom left side of description click "View Documents" and register. After registering, you may download documents from bottom left side of page. Registered vendors will receive any/all addenda/clarifications, etc. if issued. It is imperative that all registration information be entered correctly to ensure any/all addenda will be received.

Pursuant to N.J.S.A. 40A:11-23c, addenda may be issued for bids and will be provided as prescribed by law.

It is the sole responsibility of the person submitting the proposal to be knowledgeable of all addenda related to this procurement. If bidders obtain a Bid/RFP/RFQ from the website, it is the responsibility of the person submitting the bid to check prior to the bid opening to see if addenda have been issued. Copies of addenda or notice of same will be made available on the Township Bid Posting Website listed above and will be sent to registered bidders as prescribed by law. All vendors who registered when downloading specifications will automatically receive copies of addenda.

The applicant/proposer shall submit one (1) original with original signatures marked "ORIGINAL" and should submit one (1) complete and exact copy of the original marked "COPY" of their proposal and should submit an electronic copy on a flash drive.

The Township Council reserves the right to reject all proposals pursuant to N.J.S.A. 40A:11-13.2 (Rejection of Bids) and to waive such minor informalities as may be permitted by law.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq., Affirmative Action requirements.

Bidders are also required to comply with N.J.S.A. 19:44A-20.5 et seq., P.L. 2004, Chapter 19 (as amended by P.L. 2005, c.51).

By order of the Township Council
Patti Chacker, RMC
Township Clerk
Published: May 26, 2026

PROPOSAL SECTION

BID DOCUMENT SUBMISSION CHECKLIST

Township of Cherry Hill
(Name of Local Contracting Unit)

Project: **Cherry Hill Township Library Out Building** **L2602**
(Name of Project) (Township Project Number)

A. FAILURE TO SUBMIT THE FOLLOWING DOCUMENTS IS A MANDATORY CAUSE FOR THE BID TO BE REJECTED. (N.J.S.A. 40A:11-23.2)

Required with Submission of Bid (Owner's checkmarks) Initial Each Item Submitted With Bid (Bidder's Initials)

X	Bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s) and the signed addendum included	
X	Statement of Ownership – Ownership Disclosure Certification, pursuant to <u>N.J.S.A. 52:25-24.2</u>	
X	A listing of subcontractors as required by <u>N.J.S.A. 40A:11-16</u> (Subcontractor's Declaration) if required by project	
X	A bid guarantee as required by <u>N.J.S.A. 40A:11-21</u> (Bid Bond, Certified Check or Cashier's Check)	
X	A certificate from a surety company, pursuant to <u>N.J.S.A. 40A:11-22</u> (Consent of Surety)	
X	Bid Form with Bid Submission – completed and signed	

B. REQUIRED AS LISTED BELOW

Required with Submission of Bid OR prior to award (Owner's checkmarks) Initial Each Item Submitted with Bid (Bidder's Initials)

X	Public Works Contractor Registration Act Certificates – General or prime contractor and any named subcontractors listed in proposal shall possess a certificate at the time the bid proposal is submitted (N.J.S.A. 34:11-56.51) . All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on project	
X	New Jersey "Business Registration Certificate" form must be submitted prior to award. <u>N.J.S.A. 52:32-44</u> (must have been issued prior to opening date/time of bids)	
X	Background Questionnaire	
X	Debarred List Affidavit	
X	Submission of a Non-Collusion Affidavit	
X	Affirmative Action Requirements	
X	Bidder Certificate showing ability to perform contract, pursuant to <u>N.J.S.A. 40A:11-20</u>	
X	Disclosure of Investment Activities in Iran pursuant to <u>N.J.S.A. 40A:11-2.1</u>	
X	Certification of Non-involvement in Prohibited Activities in Russia or Belarus	
X	C.271 Political Contribution Disclosure Form	
X	Certification of Non-Debarment for Federal Government Contracts	
X	Affidavit Attesting to Compliance with Prevailing Wage pursuant to P.L. 2021.c.301 (<u>N.J.S.A. 34:11-56.27a</u>)	

C. Owner's Statement with respect to N.J.S.A. 40:11-23.1c

A statement indicating whether uniformed law enforcement officers will be required for the project. The statement shall include a line item allowance, which shall be a good faith effort on the part of the contracting unit, to reasonably estimate the total cost of traffic control personnel, vehicles, equipment, administrative, or any other costs associated with additional traffic control requirements required by the contracting unit, or any other public entity affected by the project, above and beyond the bidder's traffic control personnel, vehicles, equipment, and administrative costs. The individuals responsible for the assignment of uniformed law enforcement officers for any municipalities affected by a Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. project shall be required to determine where traffic safety control is needed for a project, and calculate the number and placement of all necessary personnel, equipment, and the costs associated with these, including hourly rates, and submit this information to the contracting unit.

The contracting unit shall not be responsible for additional traffic control costs beyond the number of working days specified in the construction contract in accordance with section 17 of P.L.1971, c.198 (C.40A:11-17), when such a delay is caused by the contractor and liquidated damages have been assessed.

The statement prescribed under this subsection shall not be required if the contracting unit will provide for the direct payment of uniformed law enforcement officers and any additional costs directly associated with the provision of those officers.

D. SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements.

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Print Name and Title: _____

Company Name: _____

Mailing Address: _____

Physical Address: _____

Phone Number : _____ Fax Number: _____

E-Mail: _____ Date: _____

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I - Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

<i>Name of Individual or Business Entity</i>	<i>Address</i>

Part III

DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. *Attach additional sheets if more space is needed.*

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. *Attach additional sheets if more space is needed.*

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the Township of Cherry Hill is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the Township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the Township to declare any contract(s) resulting from this certification void and unenforceable.

<i>Full Name (print)</i>		<i>Title</i>	
<i>Signature</i>		<i>Date</i>	

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal.

SUBCONTRACTOR DECLARATION

Each bidder shall set forth the names, addresses and license number (when required) of each subcontractor for the furnishing of plumbing, and gas fitting and all kindred work, and of the steam power plants, steam and hot water heating and ventilating and refrigeration apparatus and all kindred work, steam power plants and kindred work, and electrical work, including any electrical power plants, tele-data, fire alarm, or security system, and structural steel and ornamental iron work, if any, for the construction, alteration or repair of any public buildings.

A general contractor that intends to utilize one or more specific subcontractor(s) to perform work in one or more of the specialty trade categories listed below shall provide the required information with regard to that (those) subcontractor(s) in the appropriate space for each specialty trade category applicable to this contract.

Whenever a bid sets forth one (1) or more subcontractor(s) for any of the categories listed below, the bidder shall submit all subcontractor information required under each marked box. Bidder shall ensure all subcontractor information is accurate and that each subcontractor affixes their signature where marked "Subcontractor Signature." Additionally, Bidders must submit a certificate categorizing the services and prices of any subcontractor(s) utilized in Bidder's bid. The certificate shall set forth the scope of work, goods and services for which the subcontractor has submitted a price quote and which Bidder has agreed to award to each subcontractor should Bidder be awarded the contract. The certificate shall be submitted to the contracting unit simultaneously with the list of the subcontractors. **If Bidder fails to provide any of the information or signatures listed in this subcontractor declaration form, then Bidder will be considered unresponsive and the contracting unit will award to the next lowest responsible bidder.**

All bidders seeking to perform plumbing work on a publicly bid contract are required to comply with N.J.S.A. 45:14C-2 and N.J.A.C. 13:32-1.3. These provisions require that plumbing work on such contract may only be performed by an entity in which a licensed master plumber owns not less than 10% of the issued and outstanding shares of stock in the corporation, or not less than 10% of the capital of the partnership, or not less than 10% of the ownership of any other firm or legal entity. Accordingly, if a bidder intends to perform plumbing work on a publicly bid contract with its own employees or by the bidder himself, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:32-1.3 in the entity submitting the bid. Alternately, if a bidder intends to perform such work through a subcontractor, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:32-1.3 in the subcontractor.

Bidders must submit a copy of their subcontractor(s)'s license documentation showing that each subcontractor is qualified in accordance with the rules and regulations of the State of New Jersey when such rules and regulations exist. **Bidder's failure to provide this documentation prior to award will make their submission unresponsive and result in the Contracting unit awarding to the next lowest responsible bidder.**

A general contractor that intends to perform work in one or more of the specialty trade categories through the use of its own employees or the general contractor himself rather than through the utilization of a subcontractor shall write the word "**IN-HOUSE**" next to each applicable category and then insert the name and license number where required, of each such employee of the general contractor or the general contractor himself in the appropriate spaces for each specialty trade category applicable to the contract.

The Township and/or its designee shall determine the applicable need for all categories listed below and shall mark the appropriate boxes. Marked box indicates the requirement of bidders to complete all information mentioned above and below, as well as provide license information for discipline.

Plumbing and all kindred work:

Name _____ Phone # _____
Address _____
License Number: _____
Subcontractor Signature: _____

Gas Fitting and All Kindred Work:

Name _____ Phone # _____
Address _____
License Number: _____
Certification Number (for Medical Gas Piping Installation): _____
Subcontractor Signature: _____

Steam Power Plants, Steam and Hot Water Heating and Ventilating and Refrigeration Apparatus and all Kindred Work:

Name _____ Phone # _____
Address _____
License Number: _____
Subcontractor Signature: _____

Electrical Work, including any Electrical Power Plants

Name _____ Phone # _____
Address _____
License Number: _____
Subcontractor Signature: _____

Tele-data Systems:

Name _____ Phone # _____
Address _____
License Number: _____
Telecommunications Exemption (Provide copy of letter and ID card) Number: _____
Subcontractor Signature: _____

Fire Alarm Systems:

Name _____ Phone # _____
Address _____
License Number: _____
Fire Protection Equipment Business or Fire Protection Contractor Business Permit Number: _____
Subcontractor Signature: _____

Security Systems:

Name _____ Phone # _____
Address _____
License Number: _____
Subcontractor Signature: _____

Structural Steel and Ornamental Iron Work:

Name _____ Phone # _____

Address _____

License Number: Not Applicable _____

Subcontractor Signature: _____

Bidder Signature: _____

Print Name & Title: _____

Subscribed and sworn before me this ____ day of _____ 20 ____.

Notary Public of _____

My Commission Expires _____, 20____.

(Seal)

NOTE: IF NO BOXES ARE CHECKED, PLEASE WRITE "NONE" OR "N/A", SIGN ABOVE, AND HAVE NOTARIZED.

BID SECURITY

In accordance with N.J.S.A. 40A:11-21 a bid guarantee is required. Attach bond, certified check or cashier's check in the amount of 10% of the bid, but not in excess of \$20,000.00.

CONSENT OF SURETY

In accordance with N.J.S.A. 40A:11-22 a certificate from a Surety Company is required. Attach Consent of Surety from a Surety Company, meeting the requirements, described herein, stating that if the bidder is awarded the contract that the surety company will supply the bonds for the contract.

1. Must be an irrevocable, unconditional commitment by the surety to issue on behalf of the bidder the bond or bonds set forth in the contract documents upon award of the project in the full amounts specified.
2. Must include all bonds required by the contract documents i.e. performance, labor and material payment, maintenance, environmental, etc.
3. Certificate (Consent) of Surety is not waivable and will be considered a material defect resulting in rejection of bid if omitted from bid package.
4. Must not contain any provision that would serve to limit the surety's liability to the "spread to second" bidder in the event the bidder fails to enter into a contract upon award.

Sample wording is as shown below:

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and consideration of the sum of \$_____, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned, and for other

SAMPLE

valuable consideration, the

(Name) Insurance Company,

(Address)

existing under the laws of the State of New Jersey and licensed to do business in the State of New Jersey certifies and agrees, that if the contract for (Contracting Agency) _____

for: (Project) _____
is awarded to (Bidder) _____

the undersigned will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Bidder, provided however, that this commitment shall expire sixty (60) days from the bid opening, unless agreed upon by Bidder, Owner and Surety to be extended.

Signed, sealed and dated this _____ day of _____, 20____.

(Name) INSURANCE COMPANY

By _____
(Name)
Attorney in Fact

(To be accompanied by the usual proof of Authority of Officers of officers of the Surety Company to execute same)

PUBLIC WORKS CONTRACTOR REGISTRATION FORM

N.J.S.A. 34:11-56.48 et seq. requires that contractors and subcontractors, be registered with the New Jersey Department of Labor and Workforce Development, Division of Wage and Hour Compliance. The definition in the law is as follows:

“Contractor means a person, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof who enters into a contract which is subject to the provisions of the “New Jersey Prevailing Wage Act, “P.L.1963, c.150 (C.34:11-56.25 et seq.) and includes any subcontractor or lower tier subcontractor of a contractor as defined herein”.

1. All named contractors in a bid proposal (including out-of-state contractors) must be registered with the Department of Labor and Workforce Development Division of Wage and Hour Compliance at the time proposals are received by the public entity.
2. All named sub-contractors must be registered with the Department of Labor and Workforce Development pursuant to the PWCRA at the time the proposal is received, or the proposal will be determined to be non-responsive.
3. Any non-listed sub-contractor must be registered with the Department of Labor and Workforce Development prior to physically starting work.
4. The law requires contractors to submit certificates after a bid proposal is received and prior to awarding the contract. (N.J.S.A. 34:11-56.55)
5. After bid proposals are received, and prior to contract award, the contractor must submit to the public entity copies of certifications of all listed sub-contractors.
6. Prior to the work being performed by non-listed subcontractors, the contractor must submit to the public entity copies of certifications of all non-listed subcontractors.

Please indicate below, for the bidder and all subcontractors listed on the “Subcontractor Declaration” herein, as to their registration with the NJ Department of Labor and Workforce Development, Division of Wage and Hour Compliance in accordance with P.L. 1999, Ch. 238.

<u>Name</u>	<u>Not Registered</u>	<u>Registration Number</u>
Bidder _____	___	_____
(Subcontractor) _____	___	_____
(Subcontractor) _____	___	_____
(Subcontractor) _____	___	_____
(Subcontractor) _____	___	_____

Subscribed and sworn before me this ____ day of _____ 20 ____.

Notary Public of _____

Signature

My Commission Expires _____, 20____.
(Seal)

Name and Title
(Type or Print)

NEW JERSEY "BUSINESS REGISTRATION CERTIFICATE" FORM

N.J.S.A. 52:32-44 requires that Business Organizations, be registered with the New Jersey Department of Treasury, Division Revenue. The definition in the law is as follows:

"Contractor" means a business organization that seeks to enter, or has entered into, a contract with a contracting agency;

"Contract" means any agreement, including but not limited to a purchase order or a formal agreement for the provision of goods, performance of services, or construction of a construction project, which is a legally binding relationship enforceable by law, between a contractor and a contracting agency that agrees to compensate the contractor, as defined by and subject to the terms and conditions of the agreement; and where the goods that are received, services that are delivered, and construction that is constructed is within the geographic borders of the State of New Jersey; and where:

- (1) the value of a single contract with the contractor is in excess of 15 percent of the amount of the contracting agency's bid threshold; or
- (2) when the aggregate amount of contracts with the contractor, during the fiscal year of the contracting agency, exceeds 15 percent of the amount of the contracting agency's bid threshold.

Please indicate below, for the bidder and all subcontractors listed on the "Subcontractor Declaration" herein, as to their registration with the NJ Department of Treasury, Division of Revenue in accordance with N.J.S.A. 52:32-44.

The contractor shall provide the contracting agency with the business registration of the contractor and that of any named subcontractor prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

<u>Name</u>	<u>Not Registered</u>	<u>Registration Number</u>
Bidder _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____

Subscribed and sworn
before me this _____ day
of _____ 20 ____.

Notary Public of _____

My Commission Expires _____, 20____.

Signature

Name and Title
(Type or Print)

(Seal)

BACKGROUND QUESTIONNAIRE

In accordance with paragraph entitled "Qualifications of Bidders" of "Information for Bidders", provide the following information:

Date of Organization of Company _____

Name and address of officers: _____

President _____

Vice President _____

Secretary _____

Treasurer _____

EXPERIENCE

1. How many years has your organization been in business as a general contractor under your present business name? _____

2. How many years experience in this type of construction work has your organization had? _____

3. What are the latest projects (within the last five years) your organization has completed? (Attach additional pages if necessary)

	<u>Contract Amount</u>	<u>Date Work Completed</u>	<u>For Whom</u>
A.	\$ _____	_____	_____
B.	\$ _____	_____	_____
C.	\$ _____	_____	_____
D.	\$ _____	_____	_____
E.	\$ _____	_____	_____

Names, Addresses and Telephone Numbers of Reference for items listed above:

	<u>Name and Address</u>	<u>Telephone No.</u>
A.	_____	_____
B.	_____	_____
C.	_____	_____

	<u>Name and Address</u>	<u>Telephone No.</u>
D.	_____	_____
E.	_____	_____

4. Have you ever failed to complete any work awarded to you (within the last ten years)? _____
If so, where and why? _____

5. Have you or has any officer of your organization ever been an officer or partner of some other contracting organization that failed to complete any work (within the last ten years) ? _____
If so, state the name of individual, position and the name of the other organization

Did this other contracting organization ever fail to complete any work awarded it
(within the last ten years)? _____
If so, where and why? _____

6. Give list of uncompleted contracts at present held by you:

<u>Name of Contract</u>	<u>Contracting Agency</u>	<u>Amount</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

(Please add separate sheets if necessary).

<u>Name of Contract</u>	<u>Contracting Agency</u>	<u>Amount</u>
_____		\$ _____
_____		\$ _____

7. State approximately the largest amount of work you have done in any one year (within the last five years) of a similar nature to the work being bid on.

8. List the equipment available for the performance of work under the proposed contract (attach additional sheets if necessary)

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

ss:

I, _____ of the (City, Town, Township, Borough, etc.)

of _____ in the County of _____ and the

State of _____, of full age, being duly sworn

according to law on my oath depose and say that:

I am _____ of the firm of _____ the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority to do so; that said bidder had not, directly or indirectly, entered into any agreement(s), participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the _____ relies upon the truth of the statements

(name of contracting agency)

contained in said Proposal and in this affidavit in awarding the contract for the said Project.

I further warrant that no person(s) or selling agency has been employed or retained to solicit, or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent, fee except bona fide employees or bona fide established commercial or selling agencies maintained by

(name of bidder)

(Insert Name, Telephone No., Fax No. and Address of Contractor)

(Insert Name and Title of Affiant)

(Signature)

Subscribed and sworn before me this _____ day of _____ 20 __ .

Notary Public of _____

My Commission Expires _____, 20 __.

(Seal)

AFFIRMATIVE ACTION REQUIREMENTS

CONSTRUCTION CONTRACTS

“Bidder is required to comply with the requirements of N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27.

1. All successful contractor(s) must submit, to the agencies named below, after notification of award but prior to the signing of the contract an Initial Project Workforce Report (Form AA201) for any contract award that meets or exceeds the Public Agency bidding threshold.
2. The successful contractor(s) must submit the appropriate copies of the Initial Project Workforce Report (Form AA201) to the Division of Contract Compliance and the appropriate copy to the Public Agency.
3. The successful contractor(s) must submit a copy of the Monthly Workforce Report (Form AA 202) once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The undersigned certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. and agrees to furnish the required forms of evidence.

The undersigned further understands that their bid may be rejected as non-responsive if the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 are not complied with.

(Insert Name, Telephone No., Fax No. and Address of Contractor)

(Insert Name and Title of Affiant)

(Signature)

Subscribed and sworn
before me this ____ day
of _____ 20 __ .

Notary Public of _____

My Commission Expires _____, 20 ____.

(Seal)

CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT

STATE OF _____

COUNTY OF _____

ss:

I, _____ of the (City, Town, Township, Borough, etc.)
of _____ in the County of _____ and the State of _____
of full age, being duly sworn according to law on
my oath depose and say that:

- 1. I am a(n) owner, partner, shareholder or officer of the company set forth below and am duly authorized to execute this affidavit on its behalf.

(Check appropriate Statement(s))

_____ I own, lease or control the necessary equipment required by the plans, specifications, and advertisements under which bids are asked for.

_____ I do not own, lease or control all the necessary equipment required by the plans, specifications, and advertisements under which bids are asked for.
If the bidder is not the actual owner or lessee of all the necessary equipment provide the source from which the equipment will be obtained (Attach additional sheets if necessary)

(Attach certification from the owner or person in control of the equipment definitely granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary)

(Insert Name, Telephone No., Fax No. and Address of Contractor)

(Insert Name and Title of Affiant)

(Signature)

Subscribed and sworn
before me this _____ day
of _____ 20 __ .

Notary Public of _____

My Commission Expires _____, 20 __ .

(Seal)

Disclosure of Investment Activities in Iran

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING **EITHER BOX.**

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may provided by law, rule or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

*I acknowledge that the **TOWNSHIP OF CHERRY HILL** is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **TOWNSHIP OF CHERRY HILL** to notify the **TOWNSHIP OF CHERRY HILL** in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the **TOWNSHIP OF CHERRY HILL** and that the **TOWNSHIP OF CHERRY HILL** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)		Title	
Signature		Date	



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

- A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

- B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

- C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

_____ Signature of Vendor's Authorized Representative	_____ Date
_____ Print Name and Title of Vendor's Authorized Representative	_____ Vendor's FEIN
_____ Vendor's Name	_____ Vendor's Phone Number
_____ Vendor's Address (Street Address)	_____ Vendor's Fax Number
_____ Vendor's Address (City/State/Zip Code)	_____ Vendor's Email Address

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of N.J.S.A. 19:44A-20.26. This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$200 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Ownership Disclosure Certification. This will assist the agency in meeting its obligations under the law.

STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT

STATE OF _____

COUNTY OF _____

ss:

I, _____ of the City/Town/Township/Borough, etc. _____ in the County of _____ and the State of _____ full age, being duly sworn according to law on my oath depose and say that:

I am _____ an officer of the firm of _____ the bidder making the bid for the above named work, and that I executed said bid with full authority to do so; that said bidder at the time of making of this bid is not included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified Bidders; and that all statements contained in said bid and in this affidavit are true and correct, and made with the full knowledge that the

_____,
(name of the contracting agency)

as the Owner relies upon the truth of the statements contained in said bid and in the statements contained in this affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this bid appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at anytime prior to, and during the life of this Contract, including Guarantee Period, that the Local Unit shall be immediately so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey, if the Contractor, pursuant to NJAC 12:60-7.1 et seq, commits any of the acts listed therein, and as determined according to applicable law and regulation.

(Insert Name, Telephone No., Fax No. and Address of Contractor)

(Insert Name and Title of Affiant)

(Signature)

Subscribed and sworn
before me this _____ day
of _____ 20 ____.

Notary Public of _____

My Commission Expires _____, 20 ____.
(Seal)

**CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS**

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Address of Individual or Organization	
UEI Number (if applicable)	
CAGE Code (if applicable)	
Check the box that represents the type of business organization:	

- Sole Proprietorship (skip Parts III and IV)
 Non-Profit Corporation (skip Parts III and IV)
 For-Profit Corporation (any type)
 Limited Liability Company (LLC)
 Partnership
 Limited Partnership
 Limited Liability Partnership (LLP)
 Other (be specific): _____

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
<p>I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Township of Cherry Hill is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the Township to notify the Township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Township, permitting the Township to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization

Section A (Check the Box that applies)

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	
Home Address (for Individual) or Business Address	

OR

<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
--------------------------	---

Section B (Skip if no Business entity is listed in Section A above)

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization’s parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization’s parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization’s parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Home Address (for Individual) or Business Address	

OR

<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.
--------------------------	--

Section C – Part III Certification			
<p>I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the Organization listed above in Part I or, if applicable, owns greater than 50 percent of a parent entity of _____ <name of organization>. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Township of Cherry Hill is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the Township to notify the Township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Township, permitting the Township to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities	
Section A	
<input type="checkbox"/>	<p>Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be.</p>
Name of Business Entity	Business Address
Add additional sheets if necessary	
OR	
<input type="checkbox"/>	<p>The Organization listed above in Part I does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.</p>

Section B (skip if no business entities are listed in Section A of Part IV)	
<input type="checkbox"/>	<p>Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).</p>

Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Business Address		
Add additional Sheets if necessary			
OR			
<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.		
Section C – Part IV Certification			
<p>I hereby certify that the Organization listed above in Part I does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Township is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the Township to notify the Township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Township, permitting the Township to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

COMPLIANCE WITH PREVAILING WAGE OF NEW JERSEY
CHAPTER 301

AN ACT concerning certain contracts for public work and amending and supplementing P.L.1963, c.150.

BE IT ENACTED *by the Senate and General Assembly of the State of New Jersey:*

C.34:11-56.27a Lowest bidder of public work contract, proof of prevailing wage rates payment; rules, regulations.

1. a. If a person makes the lowest bid for a contract with a public body for public work subject to the provisions of the "New Jersey Prevailing Wage Act," P.L.1963, c.150 (C.34:11- 56.25 et seq.) and that bid is ten percent or more lower than the next lowest bid for the contract, the person making the lowest bid shall certify to the public body that the prevailing wage rates required by that act shall be paid. If the bidder does not provide the certification prior to award of the contract, the public body shall award the contract to the next lowest responsible and responsive bidder. This certification shall be required only when a public body is engaging in competitive bidding for public work.

b. The Commissioner of Labor and Workforce Development, in consultation with the Division of Local Government Services in the Department of Community Affairs, shall promulgate rules and regulations concerning the standardization of the certification necessary to effectuate the provisions of this section.

2. Section 3 of P.L.1963, c.150 (C.34:11-56.27) is amended to read as follows:

C.34:11-56.27 Prevailing wage rate required in contract.

3. a. Every contract in excess of the prevailing wage contract threshold amount for any public work to which any public body is a party or for public work to be done on property or premises owned by a public body or leased or to be leased by a public body shall contain a provision stating the prevailing wage rate which can be paid (as shall be designated by the commissioner) to the workers employed in the performance of the contract and the contract shall contain a stipulation that such workers shall be paid not less than such prevailing wage rate. Such contract shall also contain a provision that in the event it is found that any worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the public body, the lessee to whom the public body is leasing a property or premises or the lessor from whom the public body is leasing or will be leasing a property or premises may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and their sureties shall be liable for any excess costs occasioned thereby to the public body, any lessee to whom the public body is leasing a property or premises or any lessor from whom the public body is leasing or will be leasing a property or premises.

b. The Commissioner of Labor and Workforce Development, in consultation with the Division of Local Government Services, shall promulgate rules and regulations concerning the standardization of the contractual language necessary to effectuate the provisions of this section.

3. This act shall take effect 180 days from the date of enactment, except that the Commissioner of Labor and Workforce Development make take any anticipatory action in advance thereof as may be necessary for the implementation of this act.

Approved November 8, 2021.

Please complete the following Affidavit Attesting to Compliance with
Prevailing Wage Laws of New Jersey in the event the vendor is the Lowest
Responsible Bidder by Ten (10%) Percent or More Lower than the Next
Lowest Bidder

AFFIDAVIT ATTESTING TO COMPLIANCE WITH PREVAILING WAGE LAWS OF
NEW JERSEY IN THE EVENT THE VENDOR IS THE LOWEST RESPONSIBLE BIDDER BY
TEN (10%) PERCENT OR MORE LOWER THAN THE NEXT LOWEST BIDDER
P.L. 2021 c.301 -- Section 3 of P.L. 1963, c.150 (C.34:11-56.27) as amended

TO: Township of Cherry Hill
Purchasing Department, Room 102
820 Mercer Street
Cherry Hill, NJ 08002

I, _____ of the organization/firm of _____
_____ in the *(City Town, Borough)* of _____
_____ State of _____
and being of full age, being duly sworn according to law on my oath depose and say that:

I am the Bidder making the proposal for the labor and materials relative to *(project name)* _____
_____ in the amount of
\$ _____, and that I executed the said proposal with full authority to do
so; that said bidder and sub-contractors **ARE AND WILL BE IN FULL COMPLIANCE** with the
Prevailing Wage laws of the State of New Jersey.

Furthermore, I hereby certify and acknowledge, that I understand that if this firm does not provide this
completed and signed Certification as required by the Township (in P.L. 2021, Chapter 301 prior to the
award of contract, the Township shall award the contract to the next lowest responsible/responsive
bidder pursuant to above.

Signature of Authorized Representative

Name Printed

Company Name

Address

Phone

Fax

Email

Date

Effective May 7, 2022

***Please complete this Affidavit and submit with your bid submission in the event the lowest responsible
Bidder is ten (10%) percent or more lower than the next lowest Bidder***

BIDFORM

Pursuant to and in compliance with the Advertisement for Bids and the Information for Bidders relating thereto, the undersigned hereby offers to furnish, labor, materials, supplies, equipment and other facilities and items necessary for, or incidental to the CHERRY HILL TOWNSHIP LIBRARY OUT BUILDING, as required by, and in strict accordance with the applicable provisions of the specifications and all addenda issued by the TOWNSHIP OF CHERRY HILL (OWNER) prior to the date of opening the bids whether received by the undersigned or not for the amount bid based on the following unit and/or lump sum prices:

NOTE: Please ensure extension of unit prices are correct. See page IFB-4, 2.01 General.

Contract Time: 45 Calendar Days

Schedule of Liquidated Damages:

One (1) to Fifteen (15) Days: \$500 per calendar day
 Sixteen (16) to Thirty (30) Days: \$1,000.00 per calendar day
 Greater Than Thirty (30) Days: \$2,000.00 per calendar day

BASE BID

Item	Quantity	Units	Description	Unit Price	Amount
1	1	LS	Site Clearing & Excavation	\$ _____	\$ _____
2	1	LS	6" Monolithic Concrete Slab - Complete	\$ _____	\$ _____
3	15	LF	6" Thick Reinforced Depressed Concrete Curb	\$ _____	\$ _____
4	15	LF	6"x8"x 18" Concrete Vertical Curb	\$ _____	\$ _____
5	4	SY	Concrete Sidewalk, 4" Thick Delivered and Installation - Complete Prefabricated	\$ _____	\$ _____
6	1	LS	Metal Building	\$ _____	\$ _____
7	1	LS	Upgrade Existing ADA Handicap Ramp	\$ _____	\$ _____
8	1	LS	Site Restoration	\$ _____	\$ _____
Total Amount Bid Based on Estimated Quantities for BASE BID, Items #1-#8, Inclusive				\$ _____	

TOTAL AMOUNT BID WRITTEN OUT

SIGNATURE _____

NAME & TITLE (TYPE OR PRINT) _____

BID DATE _____

COMPANY NAME _____

The undersigned hereby declares that they have carefully examined the requirements of the specifications contained herein and propose to furnish the above:

SIGNED _____

NAME PRINTED _____

VENDOR _____

ADDRESS _____

PHONE _____ FAX _____

EMAIL _____ DATE _____

CRITERIA FOR EVALUATION OF BIDS:

1. Owner shall evaluate bids for the lowest responsible bidder.

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INFORMATION FOR BIDDERS

1.0 BID PREPARATION

1.01 EXAMINATION AND RESPONSIBILITY

Bidders are directed to examine for themselves the drawings, specifications, estimated quantities and the location of the proposed work. They shall exercise their own judgment as to the scope and nature of the work; the difficulties to be encountered and the quantities that may actually be encountered in the work. Each bidder is fully responsible for having reviewed and understood these specifications previous to submitting their bid, that the bid covers and complies with all requirements of the Contract Documents, and shall not at any time thereafter assert any claim related to any misunderstanding of the nature or amount of work to be done.

1.02 CONDITION OF WORK

Each bidder must inform themselves fully of the conditions relative to the construction under which the work is now being or will be performed. Failure to do so will not relieve a successful bidder of their obligation to furnish all materials and labor necessary to carry out the provisions of the contract documents and to complete the contemplated work for the construction as set forth in their bid. The Contractor in the carrying out of their work must employ such methods or means that will not cause any interruptions or interference with the work of any other contractor (if applicable).

1.03 OBLIGATIONS OF BIDDERS

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the drawings and contract documents (including all addenda). The failure or omission of any bidder to receive or examine any form, instrument or documents, shall in no way relieve any bidder from any obligations contained therein.

1.04 ADDENDA, BID SPECIFICATION CHALLENGES AND INTERPRETATIONS

The Table of Contents indicates the number of pages of each section of the document. If any bidder finds that a page was miscopied or is missing, please contact the Township of Cherry Hill Purchasing Agent (hereinafter Purchasing Agent) at 856-488-7848 or 856-432-8733. The page(s) will be sent to the bidder. Issuance of any such pages will not be considered an Addendum to the contract or specifications.

No interpretations of the meaning of the drawings, specifications or other contract documents will be made to any bidder orally. Every request for such interpretation should be made in writing via email, addressed to the Purchasing Agent and Deputy Purchasing Agent (aplodizyn@chnj.gov and cpaxinos@chnj.gov) to be given consideration, must be received by 10:00 a.m. on Tuesday, June 2, 2026. Please call the Purchasing Department, 856-488-7848 or 856-432-8733 to confirm receipt of questions. Any and all such interpretations and/or supplemental instructions will be in the form of written addenda to the specifications, which if issued, will be issued in accordance with N.J.S.A. 40A:11-23(c)(2) and posted on our website.

Any bidder who wishes to challenge a bid specification shall file such challenges in writing with the Purchasing Agent no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract.

Failure of any bidder to receive any such addendum or interpretations shall not relieve any bidder from any such obligations therein under their bid submitted. All addenda so issued shall become part of the contract documents, and shall be attached to the bid form when submitted

1.05 QUALIFICATIONS OF BIDDERS

The Owner may make such investigation as is necessary to determine the responsibility of the bidder and/or the ability of the bidder to perform the work. The bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that said bidder is responsible or properly qualified to carry out the obligations of the contract and to complete the work therein contemplated.

Conditional bids will not be accepted. Bids which are non-conforming or have material defects must be rejected.

1.06 DISCLOSURE STATEMENT N.J.S.A. 52:25-24.2

No corporation or partnership shall be awarded any contract nor shall any agreements be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with any public funds, by the State, County, Municipality or School District, or any subsidiary or agency of the State, County, Municipality or School District or by any Authority, Board or Commission which exercises governmental function, unless receipt with the bid of said corporation or said partnership, there is submitted a statement setting forth the name and addresses of all stockholders in the corporation or partnership who owns ten percent (10%) or more of its stock of any class or of all individual partners in the partnership who owns ten percent (10%) or greater interest therein, as the case may be. If one (1) or more such stockholders or partner is itself a corporation's stock or the individual partners owning ten percent (10%) or greater interest in that partnership as the case may be, shall also be listed. The disclosure shall be continued until the names and addresses of every non-corporate stockholders and individual partner exceeding the ten percent (10%) ownership criteria established in this act has been listed. If the bidder is not a corporation, or partnership, it should so indicate on the disclosure statement.

As amended by the legislature, the provisions of N.J.S.A. 52:25-24.2, referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnership, limited liability companies and Subchapter S corporations.

Bidders are required to disclose whether they are a partnership, corporation or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. Failure of the Bidder to submit the required information with their submission is cause for automatic rejection of bid.

1.07 PAY TO PLAY

On January 1, 2006, N.J.S.A. 19:44A 20.4 et seq. took effect. Commonly known as the "Pay to Play" law, these statutes continue to govern political contribution restrictions for business entities seeking public contracts. On April 3, 2023, the Elections Transparency Act (P.L. 2023, c.30) introduced substantial revisions to New Jersey's pay to play framework. Current state guidance is provided in Local Finance Notice 2023 14, issued by the New Jersey Division of Local Government Services, available at: <https://www.nj.gov/dca/divisions/dlgs/lfns/23/2023-14.pdf>

Notice of Disclosure Requirement – P.L. 2005, Chapter 271, Section 3 (N.J.S.A. 19:44A 20.27)

1. Any business entity that has received \$50,000 or more in aggregate public contracts statewide in a calendar year must file an annual disclosure report with the New Jersey Election Law Enforcement Commission (ELEC). Instructions and forms are available at: <https://www.elec.nj.gov>.
2. Annual disclosures must be submitted by March 30 of each year, covering contracts and reportable contributions for the prior calendar year.
3. ELEC publishes a list of all business entities that file an annual disclosure report on its website.
4. Questions regarding filing requirements may be directed to ELEC's at 1-888-313-ELEC (3532) (toll free in NJ) or 609-292-8700.

1.08 MANUFACTURED ARTICLES

In the specifications and on accompanying drawings, there are specified and shown certain pieces of equipment and materials, deemed most suitable for the service anticipated. This is not done, however, to eliminate other equipment and materials equally as good and efficient. When a bidder submits an equivalent, it shall be the responsibility of the bidder to document the equivalence claim. Failure to submit such documentation shall be grounds for the rejection of the claim of equivalence. The bidder shall prepare their bid on the basis of the particular equipment and materials specified or shown, and shall be responsible for the coordination, arrangement and location of all equipment and material incorporated in the work.

1.09 BID SECURITY AND CONSENT OF SURETY

Each bid shall be accompanied by a Certified Check, Cashier's Check or Bid Bond duly executed by the bidder as principal, and having as surety thereon a Surety Company approved by the Owner, in an amount not less than ten percent (10%) of the amount bid but in no case in excess of \$20,000.00. Any such Bid Bond shall be without endorsement or conditions. Bid shall also be accompanied with a certificate letter from a surety company stating that it will provide the bidder with the requisite completion performance and payment bonds, i.e. a Consent of Surety.

Such bid guarantee will be returned to all bidders, except to the three (3) apparent lowest responsible bidders, within ten (10) days after the formal opening of bids, Sundays and holidays excepted.

The bid guarantee will be returned to the remaining unsuccessful bidders within three (3) days, Sundays and holidays excepted, after the Owner and the accepted bidder have executed the contract and the Owner has approved the Bidder's Performance Bond, or if no contract has been accepted within sixty (60) days after the date of opening of bids, any bidder upon demand made after the expiration of said sixty (60) day period, shall be entitled to the return of his bid guarantee, so long as he has not been notified by the Owner of the acceptance of his bid.

Any such bid guarantee shall be forfeited and become the property of the Owner if the bidder whose bid is accepted shall fail: to give a satisfactory performance bond and labor and material payment bond, or a combination performance and labor and material payment bond, and/or fails to execute a contract within ten (10) days after notice from the Owner to do so.

1.10 NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Pursuant to N.J.S.A. 52:32-44, the Township of Cherry Hill ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury. *All Business Registration Certificates MUST have been issued prior to bid opening date.*

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.

- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

2.0 SUBMISSION OF BIDS

2.01 GENERAL

Bidder to complete and submit their bid on the respective documents provided in the “Proposal Section” included hereto.

No bid will be accepted and will be returned unopened if received after the designated time for receipt.

For each bid made, all blank spaces in the Bid Form must be filled in, in ink, with the unit prices of the item and its extension. All bid forms submitted will be checked for arithmetic accuracy. In the event of a discrepancy between the unit price bid for any pay Item and the extension shown for that item under the column of the Proposal Form designated “Amount,” the unit price is to govern. Where a unit price is bid for a Pay Item, but no extension is provided, the Owner will provide the extension based on the unit price bid and the estimated quantity for that Pay Item. Where an extension is provided by the Bidder in the “Amount” column, but no unit price appears in the “Unit Price” column of the Proposal Form, the Owner will provide the unit price by dividing the “Amount” figure provided by the Bidder by the estimated quantity.

Award will be made on the basis of Total Contract Price. The Total Contract Price means the correctly determined summation of lump sum bids and products of all quantities for Pay Items shown in the Proposal form multiplied by the unit prices bid.

If there are minimum unit prices included in the bid form, those prices shall be the minimum acceptable unit price for the work. If bidder fails to exceed the minimum unit price in his bid, the unit price will be set to the minimum price stated on the bid form, with the appropriate increase to the extension of the unit price and total bid price.

Any bid may be submitted or withdrawn prior to the scheduled time for the opening of bids, or authorized postponement thereof. Any bidder wishing to withdraw their bid prior to the bid opening must produce a written application and will be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Any bid received after the time and date specified in the Notice to Bidders will not be considered and will be returned unopened. The Township assumes no responsibility for any bid that has been misdirected or received late. No bid may be withdrawn within sixty (60) days after the actual date of opening thereof, except as provided in N.J.S.A. 40A:11-23.3(a).

2.02 PRICE TO INCLUDE

The bid submitted must cover the entire cost of the contemplated construction and installation as illustrated on the drawings and in the manner and detail described in the specifications. The price bid for each item shall cover the entire cost of its installation, construction, and completion, including all materials, workmanship, and appurtenances necessary for its completion or as implied by illustration on the drawings, by description in the specifications, or to be reasonably inferred therefrom.

2.03 REJECTION OF BIDS

The Township Council reserves the right to reject all proposals pursuant to N.J.S.A. 40A:11-13.2 (Rejection of Bids) and to waive such minor informalities as may be permitted by law.

2.04 AWARD OF BID

The award of the contract will be made, subject to necessary monies to do the work being provided by the Owner pursuant to all applicable laws either by Resolution, Ordinance, or in other lawful manner. The contract to be executed by the successful bidder will provide that it shall not become effective until the necessary monies to do the work have been provided by the Owner, either by Resolution, Ordinance or another lawful manner.

In accordance with NJSA 34:11-56.25 et seq., New Jersey State Prevailing Wage Act, no contract shall be awarded to any contractor, subcontractor, or to any firm, corporation or partnership in which such contractor or subcontractor has an interest, who is debarred from public works.

3.0 CONTRACTS

3.01 DRAWINGS AND SPECIFICATIONS FURNISHED

The Township shall furnish, at no additional cost to the successful bidder, two (2) copies of the project specifications and drawings (if applicable). As may be necessary, additional signed and sealed drawings will be provided for any project requiring Local, County or State permits.

3.02 PERFORMANCE, PAYMENT AND MAINTENANCE BONDS

The bidder whose bid is accepted shall furnish to the Owner, a performance bond and labor and material payment bond, or a combination performance and labor and material payment bond in the amount of 100% of the contract value. Upon final completion of the work and acceptance of the project, the bidder shall provide a two (2) year maintenance bond, in the amount of 100% of the final contract price, with such sureties as shall be approved by the Owner and as detailed and described below.

All surety companies must be authorized to transact such business in New Jersey, pursuant to N.J.S.A. 17:17-10 or 17:32-1 et seq. The surety must designate a New Jersey agent on whom service of process can be made. The Contractor shall be responsible for updating the surety's expiration from the list or an agent change, to the Owner. All surety companies must have the minimum capital and surplus or net cash assets required, pursuant to N.J.S.A. 17:17-6 or 17:17-7, whichever is applicable, on the date of advertisement for the project. All surety companies must complete a Surety Disclosure Statement and Certification for all payment and performance bonds, pursuant to N.J.S.A. 2A:44-143d.

In addition, for these public works project bids, including any and all alternates, that equals at least \$850,000.00 but not more than \$3.5 million, the surety company must hold a current certificate of authority issued by the U.S. Secretary of the Treasury that is valid in New Jersey as listed annually in the U. S. Treasury Circular 570. However, if the surety company has been operational for a period in excess of five years, the surety company shall also be considered to have satisfied this requirement if it is rated in one of the

three highest categories by an independent nationally recognized United States rating company that determines the financial stability of insurance companies. Such rating companies must meet standards promulgated by the N. J. Commissioner of Insurance N.J.A.C. 11:1-41.1 et seq.

In addition, for those public works project bids, including any and all alternates, in excess of \$3.5 million, the surety company must hold a current certificate of authority issued by the United States Secretary of the Treasury that is valid in the State of New Jersey and listed annually in U.S. Treasury Circular 570. And, if the surety company has been operational for a period in excess of five years, it must be rated in one of the three highest categories by an independent, nationally recognized United States rating company that determines the financial stability of insurance companies. Such ratings must meet standards promulgated in N.J.A.C. 11:1-41.1 et seq.

A surety company, which seeks to provide a payment and performance bond in excess of \$3.5 million, is exempt from the requirement of Treasury Circular 570 if it meets standards developed by the Commissioner of Insurance through regulations which, at least equal, and may exceed, the general criteria required for Treasury listing. These standards are found at N.J.A.C. 11:1-41.4.

3.03 LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable Federal, State, County and municipal laws ordinances, regulations, etc. and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though therein written out in full including, but not limited to the "Occupational Safety and Health Act of 1970" P.L. 91-596, as amended.

3.04 PERMITS

The Contractor shall determine which construction permits and licenses shall be needed. Contractor shall procure all such construction permits and licenses necessary for the execution of their work. All permit fees shall be waived and/or paid by the owner.

3.05 CONTRACT DOCUMENTS

Attached hereto is a sample "Form of Contract" that will be executed between the Owner and the Contractor.

The Contractor shall execute and return the contract when forwarded along with required bonds, insurance certificates, affirmative action forms and any other documents required within ten (10) days after receipt of the request for execution.

3.06 NOTICE TO PROCEED

After approval and execution of the contract documents by all parties and a preconstruction meeting, the contractor shall be sent a "Notice to Proceed." This document serves as formal authorization to proceed with the project.

Any and all work performed by the contractor prior to receipt of the Notice to Proceed is at the contractor's risk with no claim against the Owner for such work.

4.0 AFFIRMATIVE ACTION AGAINST DISCRIMINATION

4.01 BIDDER REFERRED TO LAW

The bidder is specifically referred to N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27 as amended and the Regulations adopted pursuant thereto, relating to affirmative action in relation to discrimination.

4.02 SPECIFIC LANGUAGE REQUIRED

EXHIBIT B
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
N.J.A.C. 17:27-1.1 et seq. CONSTRUCTION CONTRACTS
REVISED 2022

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the

Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be re- requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

4.03 CONTRACT PROCEDURES

The Contractor must sign a contract containing the mandatory language in Section 4.02 Specific Language Required above.

At the time the Owner submits a contract for signing to the construction contractor, the construction contractor shall complete and submit an initial Project Workforce Report Form AA 201. Proper completion and submission of this report shall constitute evidence of the contractor's compliance with the regulations. Failure to submit this form may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report Form AA 202 once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer.

4.04 ANTI-DISCRIMINATION PROVISIONS, N.J.S.A. 10:2-1:

**NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.**

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

4.05 EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the owner do hereby agree that the provisions of Title 11 of the Americans with

Disabilities Act of 1990 (the "Act") (*42 U.S.C. 5121 01 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

5.0 SAMPLE FORM OF CONTRACT

SAMPLE AGREEMENT

FOR THE _____

THIS AGREEMENT, made this _____ day of _____, 202__, shall be between _____ [hereinafter “_____” or “Contractor”], a New Jersey Corporation, whose address is _____, and the **TOWNSHIP OF CHERRY HILL** [hereinafter the “TOWNSHIP”], a municipal corporation, whose principal place of business is 820 Mercer Street, Cherry Hill, NJ 08002.

RECITALS

WHEREAS, the Township is in need of _____
_____ ; and

WHEREAS ; and

WHEREAS, the bids have been evaluated by the Director of Engineering and the Purchasing Department and the recommendation is made to award the contract to CONTRACTOR as being the lowest responsible and responsive bidder to comply with the specifications; and

WHEREAS, the contract was awarded to the lowest responsive, responsible bidder by Council Resolution 20XX-X-X; and

WHEREAS, it is the desire of the TOWNSHIP and CONTRACTOR to enter into this Agreement.

NOW, THEREFORE, WITNESSETH that for and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the sufficiency and receipt hereby acknowledged, it is mutually agreed between the parties as follows:

1. **CONTRACT TIME.** The contract time shall commence to run on the tenth (10th) calendar day after the date of this Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within ten (10) calendar days after the date of this Agreement.

CONTRACTOR shall start to perform the work on the date the contract time commences to run.

The work required by the contract documents shall be performed regularly, diligently and uninterruptedly at such a rate of progress and in strict accordance with the contract documents as will insure completion of the work within the contract time.

The work required under this Agreement shall be fully completed, corrected and/or repaired for its acceptance and ready for final payment in accordance with the contract documents within XXXX (XX) calendar days after the date when the contract time commences to run, unless extension of this time is made in a manner stated in the General Conditions.

Final Completion

Final completion shall mean that the work has progressed to the point where, in the opinion of the Engineer, it is fully completed, corrected and/or repaired in accordance with the contract documents so the work can be inspected to determine if it is acceptable and ready for final payment in accordance with the contract documents. The terms “fully complete” and “fully completed” as applied to any work refers to the final completion thereof.

2. **SCOPE OF WORK.** CONTRACTOR shall perform all work and provide all related materials and services identified within the Scope of Work, the Notice to Bidders, Instructions to Bidders, General Conditions, Bid Specifications, Vendor's Bid Response and all pertinent related documents that are attached hereto and shall be made a part hereof related to the project. CONTRACTOR shall furnish, deliver and install these materials and services within the scope of this Agreement as an independent contractor.
3. **PAYMENT.** The TOWNSHIP agrees to make payment not to exceed the amount of \$XXXXXX for the goods and services rendered under this Agreement. Payment will be made based on CONTRACTOR's unit bid prices for work actually completed as determined by the Engineer and shall be subject to additions and deductions by change order as provided in the General Conditions. CONTRACTOR may submit monthly payment invoices in accordance with the General Requirements. The payment invoices will be processed by the Engineer as provided in the General Requirements.

The TOWNSHIP shall make partial payments on the basis of the Engineer's recommendation. All partial payments will be on the basis of the progress of the work as determined by the Engineer.

In accordance with N.J.S.A. 40A:11-16.3, the TOWNSHIP shall retain from CONTRACTOR two percent (2%) of each partial payment until final completion and acceptance of all work covered by the contract documents.

Final Payment

Upon final completion, correction and/or repair of the work and acceptance of same in accordance with the contract documents, the TOWNSHIP shall pay the remainder of the contract price as recommended by the Engineer as provided in the General Requirements.

4. **TOWNSHIP RESPONSIBILITIES.** The TOWNSHIP, in accordance with this Agreement, shall notify and coordinate with CONTRACTOR for the appropriate mutually agreed upon project start date(s).
5. **INSURANCE REQUIREMENTS.** CONTRACTOR shall maintain in force at all times during CONTRACTOR's performance under the contract not less than the following insurance coverage with insurers authorized to do business in the state(s) in which work hereunder is to be performed by CONTRACTOR:

Worker's Compensation and Employer's Liability Insurance:

This insurance shall be maintained in force during the life of this contract by the bidder covering all employees engaged in performance of this contract in accordance with the applicable statute. Minimum Employer's Liability is \$500,000.00.

General Liability Insurance:

General liability insurance with limits of liability of not less than \$1,000,000 any one person and \$1,000,000 any one accident for bodily injury and \$3,000,000 aggregate for property damage.

Automobile Liability Insurance:

This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000.00 any one person and \$1,000,000.00 any one accident for bodily injury and \$1,000,000.00 each accident for property damage shall be maintained in force during the life of this contract by the bidder.

Excess Liability:

Umbrella form in the amount of \$1,000,000.00 for bodily injury and property damage combined.

Certificates of the Required Insurance

Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability and, where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the Township of Cherry Hill as additional insured.

6. **INDEMNIFICATION.** CONTRACTOR and its subcontractors shall indemnify and hold harmless the TOWNSHIP, their agents and their employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from performance of the work. CONTRACTOR and subcontractors will indemnify and hold harmless the TOWNSHIP, their agents and their employees from and against all claims, damages, losses and expenses, including attorney's fees, for bodily injury, sickness, disease, death, injury, destruction of tangible property other than the work itself, the loss of use resulting from the project performance, contractor negligence, use of defective tools or equipment or through any act or omission on the part of CONTRACTOR or its agents.

Where there are any claims against the TOWNSHIP, their agents or their employees by any employee of CONTRACTOR, a subcontractor, their agents or anyone for whose acts they may be liable, the indemnification shall not be limited by the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any subcontractor under the workman's compensation, disability benefit or other employee benefit acts.

7. **LIQUIDATED AND SPECIAL DAMAGES.** The TOWNSHIP and CONTRACTOR recognize that time is of the essence as to substantial completion and/or final completion and that the TOWNSHIP will suffer loss and additional costs if the work is not substantially and/or fully completed within the time specified, plus any extension thereof allowed in accordance with the General Conditions. The TOWNSHIP and CONTRACTOR agree that as liquidated damages for violation of any of the terms and conditions of this Agreement, or the failure to perform the work in accordance with the terms and conditions of this Agreement, CONTRACTOR shall pay the TOWNSHIP an amount equal to two hundred dollars (\$200.00) for each calendar day that expires after the time specified in this Agreement for substantial and/or final completion, including any extension thereof, until the work is substantially and/or fully completed.

In addition to the amount provided for liquidated damages, CONTRACTOR shall pay the TOWNSHIP the actual costs reasonably incurred by the TOWNSHIP for engineering and inspection forces employed on the work for each day that expires after the time specified for substantial and/or final completion, including any extensions, until the work is substantially and/or fully completed. The TOWNSHIP may deduct the amount of liquidated damages and special damages from monies due CONTRACTOR under this Agreement.

8. **SUBCONTRACTING.** CONTRACTOR shall not subcontract any portion of work to be performed by CONTRACTOR hereunder, unless specifically approved in writing by TOWNSHIP. CONTRACTOR shall be responsible for the performance and work of any such contractors.
9. **CHANGE ORDERS, CHANGES IN CHARACTER OF WORK/QUANTITY/SITE CONDITIONS/SUSPENSION OF WORK (pursuant to N.J.S.A. 40A:11-16.7)**

CHANGE IN CHARACTER

(1) If the contractor believes that a change directive by the contracting unit results in a material change to the contract work, the contractor shall so notify the contracting unit in writing. The contractor shall continue to perform all work on the project that is not the subject of the notice.

(2) Upon receipt of the contractor's change in character notice in accordance with paragraph (1) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.

(3)(a) If the contracting unit determines that a change to the contractor's work caused or directed by the contracting unit materially changes the character of any aspect of the contract work, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its change in character, or as otherwise mutually agreed upon by the contractor and the contracting unit prior to the contractor performing the subject work.

(b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall continue the performance of all contract work, and shall be entitled to pursue a claim against the contracting unit for additional compensation or time attributable to the alleged material change.

(4) As used in this subsection, "material change" means a character change which increases or decreases the contractor's cost of performing the work, increases or decreases the amount of time by which the contractor completes the work in relation to the contractually required completion date, or both.

DIFFERING SITE CONDITIONS

(1) If the contractor encounters differing site conditions during the progress of the work of the contract, the contractor shall promptly notify the contracting unit in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.

(2) Upon receipt of a differing site conditions notice in accordance with paragraph (1) of this subsection, or upon the contracting unit otherwise learning of differing site conditions, the contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.

(3) If the contracting unit determines different site conditions that may result in additional costs or delays exist, the contracting unit shall provide prompt written notice to the contractor containing directions on how to proceed.

(4)(a) The contracting unit shall make a fair and equitable adjustment to the contract price and contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the contractor.

(b) If both parties agree that the contracting unit's investigation and directions decrease the contractor's costs or time of performance, the contracting unit shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance.

(c) If the contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the contracting unit shall so advise the contractor, in writing, and the contractor shall resume performance of the contract, and shall be entitled to pursue a differing site conditions claim against the contracting unit for additional compensation or time attributable to the alleged differing site conditions.

(5) Execution of the contract by the contractor shall constitute a representation that the contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.

(6) As used in this subsection, “differing site conditions” mean physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.

CHANGE IN QUANTITY

(1) The contracting unit may increase or decrease the quantity of work to be performed by the contractor.

(2)(a) If the quantity of a pay item is cumulatively increased or decreased by 20 percent or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity.

(b) If the quantity of a pay item is increased or decreased by more than 20 percent from the bid proposal quantity, the quantity change shall be considered a major change in quantity.

(3) For any minor change in quantity, the contracting unit shall make payment for the quantity of the pay item performed at the bid price for the pay item.

(4)(a) For a major increase in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity in excess of 120 percent of the bid proposal quantity. If a mutual agreement cannot be reached on a negotiated price for a major quantity increase, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid.

(b) For a major decrease in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity of work performed. If a mutual agreement cannot be reached on a negotiated price for a major quantity decrease, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid; provided, however, that the contracting unit shall not make a payment in an amount that exceeds 80 percent of the value of the bid price multiplied by the bid proposal quantity.

(5) As used in this subsection, the term “bid proposal quantity” means the quantity indicated in the bid proposal less the quantities designated in the project plans as “if and where directed.”

SUSPENSION OF WORK

(1) The contracting unit shall provide written notice to the contractor in advance of any suspension of work lasting more than 10 calendar days of the performance of all or any portion of the work of the contract.

(2) If the performance of all or any portion of the work of the contract is suspended by the contracting unit for more than 10 calendar days due to no fault of the contractor or as a consequence of an occurrence beyond the contracting unit's control, the contractor shall be entitled to compensation for any resultant delay to the project completion or additional contractor expenses, and to an extension of time, provided that, to the extent feasible, the contractor, within 10 calendar days following the conclusion of the suspension, notifies the contracting unit, in writing, of the nature and extent of the suspension of work. The notice shall include available supporting information, which information may thereafter be supplemented by the contractor as needed and as may be reasonably requested by the contracting unit. Whenever a work suspension exceeds 60 days, upon seven days' written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.

(3) Upon receipt of the contractor's suspension of work notice in accordance with paragraph (2) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.

(4)(a) If the contracting unit determines that the contractor is entitled to additional compensation or time, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date.

(b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall proceed with the performance of the contract work, and shall be entitled to pursue a suspension of work claim against the contracting unit for additional compensation or time attributable to the suspension.

(5) Failure of the contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the contractor actually prejudiced the contracting unit's ability to adequately investigate and defend against the claim.

10. **BONDS.** CONTRACTOR shall furnish to the TOWNSHIP a combination performance and payment bond and, at the completion of the work, a two (2) year maintenance bond, each in the amount of 100% of the final contract price, with such sureties as shall be approved by the TOWNSHIP as detailed and described below.

All surety companies must be authorized to transact such business in New Jersey pursuant to N.J.S.A. 17:17-10 or 17:32-1, et seq. The surety must designate a New Jersey agent on whom service of process can be made. CONTRACTOR shall be responsible for updating the surety's expiration from the list or an agent change to the TOWNSHIP. All surety companies must have the minimum capital and surplus or net cash assets required pursuant to N.J.S.A. 17:17-6 or 17:17-7, whichever is applicable, on the date of the advertisement for the project. All surety companies must complete a Surety Statement and Certification for all payment and performance bonds pursuant to N.J.S.A. 2A:44-143(d).

11. **TERMINATION.** The TOWNSHIP has the right to stop work or terminate the contract, if:

The Contractor has violated the provisions of P.L. 1971 c. 198 (C:40A:11-1 et seq., Local Public Contracts Law), or any other Federal, State or Local law, or

The Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors, or

A receiver or liquidator shall be appointed for the Contractor or for any of his/her property and shall not be dismissed within twenty (20) days after such appointment or the proceedings in connection therewith shall not be stayed on appeal within the said twenty (20) days, or

The Contractor shall refuse or fail, after notice or warning from the Engineer, to supply enough properly skilled workmen or proper materials, or

The Contractor shall refuse or fail to prosecute to work or any part thereof with such diligence as will ensure its completion within the period herein specified (or any duly authorized extension thereof) or shall fail to complete the work within said period, or

The Contractor shall fail to make prompt payment to persons supplying labor or materials for the work, or

The Contractor shall fail or refuse to regard laws, ordinances or regulations or otherwise to be guilty of a violation of any provisions of the contract or the Scope of Work therein, then and in such event, the Owner, without prejudice or any rights or remedy it may have, may give seven (7) days notice to the Contractor to terminate the employment of the Contractor and his right to proceed, either as to the entire work or at the option of the Owner as to any portion thereof as to which delay shall have occurred, and may take possession of the work and complete the work by the Contractor or otherwise, as the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the compensation to be paid the Contractor hereunder shall exceed the expense of so completing the work, including compensation for additional managerial, administrative and inspection services and any damages for delay, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor and his sureties shall be liable to the Owner for such expenses. If the right of the Contractor to proceed with the work is terminated, the Owner may take possession of and utilize in completing the work such materials, appliances, supplies, drawings, and equipment, as may be on the site of the work and necessary therefore. If the Owner does not terminate the right of the Contractor to proceed, the Contractor shall continue the work.

If the work shall be stopped by order of the Court or any other public authority, for a period of three (3) months without act or fault of the Contractor or of any of his agents, servants, employees, or Subcontractor, the Contractor may, upon ten (10) days notice to the Owner, discontinue his performance of the work and/or terminate the contract, in which event the liability of the Owner to the Contractor shall be determined as provided in the paragraphs immediately preceding, except that the Contractor shall not be obligated to pay to the Owner any excess of the expense of completing the work over the unpaid balance of the compensation to be paid by the Contractor hereunder.

12. **PREVAILING WAGE ACT.** Pursuant to N.J.S.A. 34:11-56.25 et. seq., successful bidders on projects for all public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. CONTRACTOR shall be required to submit a certified payroll record to the TOWNSHIP within ten (10) days of the payment of the wages. CONTRACTOR is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. CONTRACTOR shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-2.1. It will be the responsibility of CONTRACTOR to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, NJ 08625 or the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards.

13. **PROJECT DESCRIPTION.** The TOWNSHIP's Project Administrator shall be Director, Cherry Hill Township Department of Engineering.

14. **AGREEMENTS.** This contract shall consist of the following:

1. This Agreement
2. Notice to Bidders and Addenda
3. Specifications
4. Vendor's Proposal as accepted

This contract, including any attachment to it, sets forth the entire understanding and agreement between the TOWNSHIP and CONTRACTOR relating to the subject matter addressed in this Agreement. This Agreement supersedes all prior communications, contracts or agreements between the parties with respect to the subject matter addressed in this Agreement, whether oral or written. CONTRACTOR further represents that no other agreement, oral or written, except as attached to or specifically incorporated in this contract, exists between them.

15. **LAW.** The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of the State of New Jersey.
16. **ASSIGNMENT.** CONTRACTOR may not assign its rights and obligations under this contract to a subsidiary corporation or other similar entity unless CONTRACTOR has obtained prior written consent from the TOWNSHIP, whose consent shall not be unreasonably withheld.
17. **NOTICES.** Any notice, approval, acceptance, request, bill, demand or statement hereunder from either party to the other shall be in writing and shall be deemed to have been given when either delivered personally or deposited in a U.S. mailbox in a postage prepaid envelope to the following addresses:

CONTRACTOR:

TOWNSHIP: Engineer or Designee
Township of Cherry Hill
820 Mercer Street
Cherry Hill, NJ 08002

and

Solicitor
Township of Cherry Hill, Department of Law
820 Mercer Street
Cherry Hill, NJ 08002

18. **AFFIRMATIVE ACTION.**

EXHIBIT B
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
N.J.A.C. 17:27-1.1 et seq. CONSTRUCTION CONTRACTS
REVISED 2022

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry,

marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers

provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(l) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) The contractor or subcontractor shall interview the referred minority or women worker.
 - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.
- (C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where

required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its web-site, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

18. **MISCELLANEOUS.** The following miscellaneous provisions shall apply to this Agreement:

- a. Modifications – This Agreement may not be amended, altered or modified in any manner, except in writing executed by the parties hereto.
- b. Headings – This section and any other headings contained in this Agreement are for reference only and shall not affect the meaning and interpretation of this contract.
- c. Invalid Clause – The invalidity of any clause contained herein shall not render any other provision invalid and the balance of the Agreement shall be binding upon all parties hereto.
- d. Entire Agreement – This Agreement shall consist of the entire agreement of the parties and it is acknowledged that there are no side or oral agreements relating to the undertaking set forth herein.
- e. Assignability – This Agreement and all rights, duties and

obligations herein may not be assigned by CONTRACTOR to any professional corporation or other person and/or entity without the written approval of the TOWNSHIP Administrator.

- f. In the event of a conflict between this Agreement and the Bid Specifications (Exhibit A) or Submission (Exhibit B), this Agreement shall control. In the event of a conflict between the Bid Specifications and the Submission, the Bid Specifications shall control.

IN WITNESS WHEREOF, the parties to this contract have executed this Agreement on the _____ day of _____, 20_____.

ATTEST BY: _____
TOWNSHIP OF CHERRY HILL

WITNESS BY: _____
CONTRACTOR

6.0 SAMPLE CERTIFICATE OF INSURANCE

Name & Address of Insured

Afforded <small>Enter (X)</small>	Required	Type of Insurance	Policy Number and Insuring Company(ies)	Policy Expiration Date	Limits of Liability		
					Amounts of Less Than \$1,000,000 Will Not Be Acceptable	Amount Required Each Occurrence	Amount Provided Each Occurrence
<input type="checkbox"/>	<input checked="" type="checkbox"/>	General Liability Comprehensive Gen. Form			General Aggregate	\$3,000,000	\$
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Premises-Operations			Bodily Injury	\$1,000,000	\$
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Explosion & Collapse Hazard			Property Damage	\$1,000,000	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Underground Hazard					
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Products/Completed Operations Hazard					
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractual Ins. (Blanket)			Bodily Injury and Property Damage Combined	\$1,000,000	\$
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Broad Form Prop. Damage					
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Independent Contractors					
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Personal Injury			Personal Injury	\$	\$
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Automobile Liability Comprehensive Form			Bodily Injury (Each Person)	\$	\$
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Owned			Bodily Injury (Each Accident)	\$	\$
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Non-Owned			Property Damage	\$	\$
<input type="checkbox"/>	<input type="checkbox"/>	Garagekeepers Insurance (Without regard to legal liability as direct coverage on a primary basis)			Bodily Injury and Property Damage Combined	\$1,000,000	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Excess Liability Umbrella Form			Bodily Injury and Property Damage Combined	\$1,000,000	\$
<input type="checkbox"/>	<input type="checkbox"/>	Other Than Umbrella Form					
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Worker's Compensation and Employers' Liability	*All States Endorsement		Statutory NJ Coverage /\$500,000		
<input type="checkbox"/>	<input type="checkbox"/>	Environmental Insurance			Minimum \$500,000	\$500,000	\$

Remarks: Additional Insured: **TOWNSHIP OF CHERRY HILL AND THE CHERRY HILL PUBLIC LIBRARY**

It is understood and agreed that in the event of any material change in, cancellation of, or expiration of the above policy or policies the undersigned Insurance Company agrees to given a written notice to the Owner, at the above address thirty (30) days in advance of such change or cancellation.

This certificate is executed and issued to the Owner on the day and date herein below written certifying that the Insured has been issued the above policy or policies with Limits of Liability of at least the required amounts.

*** PLEASE PUT "X'S" IN AFFORDED COLUMN OR CERTIFICATE WILL BE RETURNED ***

Name of Agency

Signature of Authorized Representative of Insurance Company

Street Address

Address Date

City, State & Zip Code

Agency Telephone No.

TO: INSURANCE PRODUCER

Your client, as a supplier to the Owner is required to provide a certificate of insurance for the coverages and amounts indicated on the reverse side of this insurance certificate. It is important to your client that you respond quickly since continued business relationships depend upon valid insurance. Additionally, the minimum amount and type of coverage shown on our certificate is not negotiable and is not intended to imply that is all the insurance necessary to protect themselves from all losses or liability. It is the Owner's policy to require all suppliers who make deliveries or perform assembly, repair operations or a service in, on or upon our property/premises or property/premises under our care, custody and control to maintain the insurance coverage described below; such insurance must be obtained prior to the start of any such work the Owner.

A. Comprehensive General Liability (CGL)

This coverage must include: Premises-Operations, Products/Completed Operations Hazard, Contractual Insurance (Blanket Coverage), Broad Form Property Damage, Independent Contractors, and Personal Injury and all others shown on "X" in the required column.

Minimum Coverage

Bodily Injury and Property Damage combined - as shown in the amount required column

AMOUNTS OF LESS THAN \$1,000,000 WILL NOT BE ACCEPTABLE.

Contractual Insurance (Blanket Coverage)

Contractual Indemnification - Save Harmless Agreement which is incorporated into all Vouchers, General Purchase Agreements and Contracts.)

INDEMNIFICATION

Supplier shall defend, indemnify and save harmless, the Owner from and against all losses, costs, damages, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment or materials supplied hereunder or by doing the work herein provided, including all suits or actions of every kind of description brought against Owner, either individually or jointly with Supplier for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by or on account of the performance of any work pursuant to or in connection with this contract or through any negligence or alleged negligence in guarding the work or through any act, omission or fault or alleged act, omission or fault of the Supplier, its employees or agents, or others under Supplier's control.

B. Automobile Liability - Comprehensive Form (minimum amount shown on 6.0 Certificate of Insurance)

Minimum Coverage

Bodily Injury and Property Damage combined (minimum amount shown on 6.0 Certificate of Insurance)

C. Worker's Compensation - As required by New Jersey State Statute
and

Employer's Liability (minimum \$500,000) (minimum amount shown on 6.0 Certificate of Insurance)

D. Excess Liability

Commercial Umbrella Form - \$1,000,000.

E. Other Coverage(s)

As applicable

Important - Producer:

PLEASE CHECK THE AFFORDED BLOCK FOR EACH COVERAGE PROVIDED.

THE CERTIFICATE MUST BE SIGNED BY THE AGENT OF THE INSURER OR CERTIFICATE WILL BE RETURNED.

IT IS NECESSARY TO SUBMIT YOUR CLIENTS COVERAGE THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE EXISTING COVERAGE ON OUR CERTIFICATE ONLY; ALL OTHERS WILL BE RETURNED TO THE SUPPLIER AND SERVE TO DELAY FUTURE BUSINESS DEALINGS BETWEEN THE OWNER AND YOUR CLIENT.

7.0 ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the contractor disposes of their business concern by acquisition, merger, sale and/or transfer or by any means convey their interest(s) to another party, all obligations are transferred to that new party. In this event, the new contractor(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Township.

The contractor will not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the Township.

The Township of Cherry Hill reserves the right, at its option, to terminate this contract upon giving thirty (30) days written notice to the contractor.

8.0 TRUTH IN CONTRACTING

Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:

N.J.S.A. 2C:21-33, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.

N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.

N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.

Bidder should consult the statutes or legal counsel for further information.

9.0 VENDOR MAINTENANCE OF DOCUMENTATION

Pursuant to N.J.S.A. 52:15C-10 and N.J.A.C. 17:44-2.2, the vendor shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

10.0 INVESTMENT ACTIVITIES IN IRAN AND
CERTIFICATION OF PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

IRAN: Pursuant to P.L. 2012 c.25 prohibited state and local public contracts with persons or entities engaging in certain investment activities in energy of financial sectors of Iran.

RUSSIA/BELARUS: Pursuant to N.J.S.A. 40A:11-2.2, when a contract is awarded, renewed, amended, or extended, a contracting unit shall now 1) require a vendor or contractor to certify, using the Treasury vendor certification as a template, that the vendor or contractor is no identified on the OFAC list due to activity related to Russia and/or Belarus.

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GENERAL CONDITIONS

1.0 GENERAL

1.01 DEFINITIONS

The following words and expressions used in the contract documents shall be construed as follows:

- Owner..... Township of Cherry Hill
820 Mercer Street
Cherry Hill, NJ 08002
- Department of Engineering.....Department within Township responsible for management, inspection and all other applicable tasks identified within the contract and associated project documents.
- Contractor.Party, firm, corporation with whom or which the contract is made, or authorized agent thereof.
- Day.....Calendar day.
- Legal HolidayDays which the owner does not conduct regular business hours. The Contractor is responsible to contact the Owner if requesting to work on an identified legal holiday. See section GC 6.02.
- Substantial Completion The work will not reach Substantial Completion until all project systems included in the work are operational as designed and scheduled, all designated or required inspections, certifications, permits, approvals, licenses and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial use and occupancy of the work are received, designated instruction of Owner’s personnel has been completed, and all final finishes within the Contract are in place. Any remaining work shall be minor in nature, so that the Owner can occupy the building or site on that date and the completion of the remaining work by the Contractor would not materially interfere or hamper the Owner’s (or those claiming by, through or under the Owner) normal operations. Contractor recognizes that normal operations require the use and occupancy of the work area without interruption and that any punch list or corrective work shall be done at times when the work area is not so occupied. As a further condition of reaching Substantial Completion, the Contractor shall certify that all remaining work will be completed within thirty (30) consecutive calendar days or as so agreed upon following the date of Substantial Completion. Site related projects and/or projects including facilities with site improvements shall not reach Substantial Completion until such time as all site amenities (i.e. lighting, top paving, striping, fencing, stormwater compliance, etc..) are placed into service leaving only minor improvements that will not hamper access or use to complete the project.”
- Final CompletionAll warranties and guarantees required pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Owner as part of the final application for payment. The final Certificate for Payment will not be issued by the Engineer until all warranties and guarantees have been received and accepted by the Owner.

1.02 SPECIAL NOTICE

The "Notice to Bidders", "Proposal Section", "Information for Bidders", and "General Conditions", shall be held equally binding with and are to be considered a part of the complete specification package and contract and the party of the second part, the Contractor, will be held responsible for neglect in attending to any part, paragraph or item therein.

1.03 REPRESENTATION OF CONTRACTOR

The Contractor represents and warrants:

- (a) That they are financially solvent and that they are experienced in and competent to perform the type of work to furnish the labor, plant, materials and supplies or equipment to be so performed or furnished by them and
- (b) That they are familiar with all Federal, State, County, Municipal and Department Laws, Ordinances and Regulations, which may in any way affect the work or those employed therein, including, but not limited to, any special Acts relating to the work or to the project of which it is a part, and
- (c) That such temporary and permanent work required by the contract documents is to be completed and can be satisfactorily constructed and used for the purpose for which it is intended, and that such construction will not injure any persons or damage any property, and
- (d) That they have carefully examined the drawings, specifications, and the site of the work, and that from their own investigations they have satisfied themselves as to the nature and location of the work, the character, quality and quantity of surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other items which may in any way affect the work or its performance.

1.04 SUBLETTING OR ASSIGNING OF CONTRACT

The Contractor shall not assign, sell or transfer or otherwise dispose of the contract or any portion thereof or of the work provided therein or their right, title or interest therein, to any persons, firm or corporation, without prior written consent of the Owner.

1.05 CONSTRUING THE SPECIFICATIONS

To avoid disputes and litigation, it must be distinctly understood by the Bidder/Contractor that the Engineer shall construe or interpret the specifications and explain any ambiguity therein and shall have the right to decide as to their purpose and intent and their decision upon any such ambiguity shall be final, conclusive and binding.

1.06 NECESSARY TO COMPLETE

If any work or materials are required which are obviously necessary to carry out the full intent and meaning of the said specifications although the same may not be either directly or indirectly in the specifications, the Contractor is hereby bound to furnish the same without charge or claim.

1.07 DRAWINGS AND SPECIFICATIONS

The Contractor shall keep at the site of the work one copy of the drawings and specifications signed and identified by the Engineer and shall at all times give the Engineer, Department of Engineering and other representatives of the Owner access thereto. Anything shown on the drawings and not mentioned in the specifications, or mentioned in the specifications and not shown on the drawings, shall have the same affect as if shown or mentioned respectively in

both. In case of any conflict within the construction documents, the Engineer shall determine which of the requirements shall govern based upon the most stringent of the requirements, and the Contractor shall perform the work at no additional cost or time to the owner. Any ambiguity or discrepancy between drawings and specifications shall be submitted by the Contractor to the Engineer whose decision shall be conclusive.

The general arrangement and location of equipment, the various pipe, duct, and conduit runs, etc. are shown on the drawings. All dimensions or the scales of the drawings shall be considered as approximate and shall be checked by each bidder to their own satisfaction prior to bid. The exact location of all parts of the work shall be governed by existing conditions, and the Contractor shall coordinate and locate all work at the time of installation. Any changes in location, etc. from that shown on the drawings, necessary by existing conditions, shall be made by the Contractor at no increase of the contract sum.

1.08 RIGHT-OF-WAY ACQUISITION

All right-of-way acquisitions through private property that are required shall be secured by the Owner. Contractor shall not start construction in right-of-ways to be acquired until directed by the Engineer and/or the Department of Engineering. No claim shall be made by the Contractor for damage due to delay in securing right-of-ways.

1.09 TIME LIMITS

The Contractor agrees to start the work herein contracted for within ten (10) days from the date of the Department of Engineering's Notice To Proceed to the Contractor directing them to proceed with the work. The time to complete the work contracted for, from the date of the Proceed Order, shall be limited to the following:

45 Calendar Days, for Construction Only, procurement of structure will not affect contract time.

No extension of time will be allowed for delay from any cause whatsoever, including normal weather conditions unless the Contractor shall have notified the Department of Engineering in writing of such delay and their intention to claim an extension of time within two (2) days after the beginning of such delay. Such notice shall give complete information concerning the nature, extent and cause of the delay. If, in the opinion of the Owner, an extension of time is warranted the Owner or Owner's representative, will issue a written extension, setting a new time limit for the completion of the work. Additionally, should the Owner grant the Contractor an extension of Contract time, the Contractor shall not be due any compensation for the extended contract time unless specifically indicated in writing at the time of the extension. Failure of Owner or Owner's Representative to expressly respond to a reservation of rights letter from Contractor reserving a right to additional compensation shall in no way be deemed an admission that Contractor is entitled to additional fees. Any costs associated with increased contract time due to approved change order work must be specifically identified included in the change order at the time of submission.

1.10 NEW JERSEY LICENSE LAW

ELECTRICAL CONTRACTORS LICENSING ACT OF 1962

Primary Statute N.J.S.A. 45:5A-1 et seq.
Statutory/Regulatory Citation(s) N.J.S.A. 45:5A-9*

*On or after July 1, 1963, no person shall advertise, enter into, engage in or work in business as an electrical contractor, unless such person has secured a business permit and such person or an officer, partner or employee who is or will be actively engaged in the business for which a business permit is sought has obtained a license from the board in accordance with the provisions of this act, and such licensee shall assume full responsibility for inspection and supervision of all electrical work to be performed by the permittee in compliance with recognized safety standards. A licensee shall not be entitled to qualify more than one person for a business permit.

STATE PLUMBING LICENSE LAW OF 1968

Primary Statute N.J.S.A. 45:14C-1 et seq.
Statutory/Regulatory Citation(s) N.J.S.A. 45:14C-2(h)*
N.J.A.C. 13:32-1.4 et seq.

*(h) "Plumbing contractor" means any licensed master plumber, firm, partnership, corporation or other legal entity which undertakes or offers to undertake for another the planning, laying out, supervising, installing or making of additions, alternations and repairs in the installation of plumbing. In order to act as "a plumbing contractor," a licensed master plumber shall be the holder of not less than ten percent (10%) of the issued and outstanding shares of stock in the corporation, or not less than ten percent (10%) of the capital of the partnership, or not less than ten percent (10%) of the ownership of any other firm or legal entity engaging in the business of plumbing contracting in the State and shall employ either journeymen plumbers or apprentice plumbers or both.

The statutory and regulatory provisions specifically limit the ability of a licensed master plumber to be utilized as a company employee and apply for a plumbing permit, unless that licensed master plumber holds not less than ten percent (10%) of the issued corporate stock, or ten percent (10%) of the capital of a partnership.

1.11 LIQUIDATED DAMAGES

In case the Contractor fails to complete the work contracted for, satisfactory to and acceptable to the Owner within the stipulated time limit, or violates any terms or conditions of said contract or the terms and conditions of N.J.S.A. 40A:11-1 et seq. (Local Public Contracts Law), then the Contractor shall pay to the Owner for each and every calendar day determined to be in default, the following sums, which are agreed upon, fixed and determined by the parties hereto to be liquidated damages.

One (1) to Fifteen (15) Days beyond Contract Time Limits.....Five Hundred (\$500.00) dollars per calendar day.

Sixteen (16) to Thirty (30) Days beyond Contract Time Limits.....One Thousand (\$1,000.00) dollars per calendar day

Greater than Thirty (30) Days beyond Contract Time LimitsTwo Thousand (\$2,000.00) dollars per calendar day

The Owner shall recover said damages by deducting the amount thereof out of any money which may be due or become due the Contractor, or by an action of law against the Contractor, their surety or by either or both of these methods.

In case the Contractor shall be delayed due to the failure on the part of the Owner to furnish anything on its part to be furnished or for any other cause beyond the control of the Contractor, they shall be entitled to such an extension of time for the delivery of equipment, materials, work and supplies as in the judgment of the Owner or Owner's representative to be fair and just.

1.12 SUSPENSION OF WORK N.J.S.A 40A:11-16.7

Contract must include the following suspension of work provisions:

- (a) The contracting unit must provide advance written notice to the contractor of any suspension of work lasting more than 10 calendar days of the performance of all or any portion of the work of the contract.

- (b) If the performance of all or any portion of the work of the contract is suspended by the contracting unit for more than 10 calendar days due to no fault of the contractor or as a consequence of an occurrence beyond the contracting unit's control, the contractor shall be entitled to compensation for any resultant delay to the project completion or additional contractor expenses, and to an extension of time, provided that, to the extent feasible, the contractor, within 10 calendar days following the conclusion of the suspension, notifies the contracting unit, in writing, of the nature and extent of the suspension of work.
 - The notice must include available supporting information, which information may thereafter be supplemented by the contractor as needed and as may be reasonably requested by the contracting unit.
 - Whenever a work suspension exceeds 60 days, upon seven days' written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.
- (c) Upon receipt of the contractor's suspension of work notice, the contracting unit must promptly evaluate the contractor's notice and promptly advise, in writing, the contractor of its determination on how to proceed.
 - If the contracting unit determines that the contractor is entitled to additional compensation or time, the contracting unit must make a fair and equitable upward adjustment to the contract price and contract completion date.
 - If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall proceed with the performance of the contract work and is entitled to pursue a suspension of work claim against the contracting unit for additional compensation or time attributable to the suspension.
- (d) Failure of the contractor to provide timely notice of a suspension of work will result in a waiver of a claim if the contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the contractor actually prejudiced the contracting unit's ability to adequately investigate and defend against the claim.

1.13 OWNER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

The Owner has the right to stop work or terminate the contract, if:

- (a) The Contractor has violated the provisions of N.J.S.A. 40A:11-1 et seq. (Local Public Contracts Law) or any other Federal, State or Local law, or
- (b) The Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors, or
- (c) A receiver or liquidator shall be appointed for the Contractor or for any of their property and shall not be dismissed within twenty (20) days after such appointment or the proceedings in connection therewith shall not be stayed on appeal within the said twenty (20) days, or
- (d) The Contractor shall refuse or fail, after notice or warning from the Engineer or Department of Engineering, to supply enough properly skilled workers or proper materials, or
- (e) The Contractor shall refuse or fail to prosecute to work or any part thereof with such diligence as will ensure its completion within the period herein specified (or any duly authorized extension thereof) or shall fail to complete the work within said period, or
- (f) The Contractor shall fail to make prompt payment to persons supplying labor or materials for the work, or
- (g) The Contractor shall fail or refuse to regard laws, ordinances or regulations or otherwise to be guilty of a violation of any provisions of the contract or the Scope of Work therein, then and in such event, the Owner,

without prejudice or any rights or remedy it may have, may give seven (7) days notice to the Contractor to terminate the employment of the Contractor and their right to proceed, either as to the entire work or at the option of the Owner as to any portion thereof as to which delay shall have occurred, and may take possession of the work and complete the work by the Contractor or otherwise, as the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the compensation to be paid the Contractor hereunder shall exceed the expense of so completing the work, including compensation for additional managerial, administrative and inspection services and any damages for delay, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor and their sureties shall be liable to the Owner for such expenses. If the right of the Contractor to proceed with the work is terminated, the Owner may take possession of and utilize in completing the work such materials, appliances, supplies, drawings, and equipment, as may be on the site of the work and necessary therefore. If the Owner does not terminate the right of the Contractor to proceed, the Contractor shall continue the work.

If the work shall be stopped by order of the Court or any other public authority, for a period of three (3) months without act or fault of the Contractor or of any of their agents, servants, employees, or Subcontractor, the Contractor may, upon ten (10) days notice to the Owner, discontinue their performance of the work and/or terminate the contract, in which event the liability of the Owner to the Contractor shall be determined as provided in the paragraphs immediately preceding, except that the Contractor shall not be obligated to pay to the Owner any excess of the expense of completing the work over the unpaid balance of the compensation to be paid by the Contractor hereunder.

1.14 REFERENCE TO THE STANDARD SPECIFICATIONS

- (a) All applicable portions of the work performed under this contract shall comply with the requirements of the current New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, as amended or supplemented and whose specifications are made part of these specifications. The New Jersey Department of Transportation Standard Construction Details shall govern except insofar as same are expressly modified, amended or changed in detail drawings prepared specifically for this particular project.
- (b) The Standard Specifications are made part of these specifications by this reference as if were set forth in full. It is the responsibility of the prospective bidder to be familiar with these Standard Specifications. The Contractor is required to follow only the electronic version, effective September 1, 2019, as referenced in Baseline Document Change announcement BDC19S-01 of New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, 2019, unless modified in the technical specifications of this contract. Copies may be examined in the Engineer's office or may be obtained from the New Jersey Department of Transportation.

2.0 INSURANCE

2.01 STATE LAW AND REGULATIONS AND INSURANCE

The Contractor must assume all risks connected with their work. They shall comply with all State Laws and Regulations concerning Worker's Compensation and shall maintain such insurance as will protect themselves against all claims for damages for personal injury, including death which may arise during prosecution of the contract, either by themselves or by any Subcontractor or anyone directly or indirectly employed by either of them.

2.02 CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this contract, until they have obtained all insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any

Subcontractor to commence work, in their subcontract until all similar insurance required of the Subcontractor has been so obtained and approved.

Insurance coverage shall remain in effect until the project is accepted by the Owner, and at all times thereafter when the Contractor may be removing or replacing defective work.

The Contractor shall furnish the Owner with proof of insurance by execution of the Certificate of Insurance, of which a copy is included herein. The Owner shall be a named additional insured.

The Certificate of Insurance shall give the Owner and Engineer thirty (30) days written notice of any material change in, cancellation of, or expiration of the policies.

The following types of insurance are required: See IFB Section 6.0 CERTIFICATE OF INSURANCE

- a. General Liability
- b. Automobile Liability
- c. Excess Liability
- d. Worker's Compensation and Employer's Liability

The amounts for property damage and bodily injury for each type of insurance are as shown on the Certificate of Insurance herein.

The Contractor's insurance shall apply to and provide coverage for all Subcontractors and/or suppliers unless the Contractor forwards to the Owner and Engineer the Certificate of Insurance for the Subcontractor and/or supplier.

Any insurance company providing coverage must be licensed, admitted and authorized to do business in the State of New Jersey.

2.03 SUIT OR CLAIMS

The Contractor agrees to indemnify and save harmless the Owner and the Engineer and all their agents and employees from actions and suits of every kind and description brought against them, or on account of the use of patented rights, and from any damages or injuries received or sustained by any party, or parties, arising out of any act or omission of the Contractor, their workers or agents in performance of the work under this agreement, including the furnishing of equipment, materials and supplies at the site of the proposed work.

2.04 INDEMNIFICATION

Successful bidder will indemnify and hold harmless the OWNER from all claims, suits or actions and damages or costs of every name and description to which the OWNER may be subjected or put by reason of injury to the person or property of another, or the property of the OWNER, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this agreement.

2.05 DAMAGES TO PERSONS AND PROPERTY

Contractor shall fully and completely indemnify and same harmless the Owner from damages or injury to persons or property resulting from the performance of the work, or through negligence to the contract, or through the use of any improper or defective machinery implements or appliances or through any act of omission of the Contractor, or their agents, or their employees.

3.0 CONDUCT OF THE WORK

3.01 ROLE OF THE ENGINEER

The Engineer may verify, by observation and/or required tests, the amount, quality, acceptability and fitness of the materials, equipment and supplies furnished; and shall interpret any ambiguities in the drawings and specifications, contract documents, and any extra work order. Upon request, the Engineer shall confirm in writing any oral direction, requirement or determination.

All work of refilling sunken ditches, repaving over trenches and keeping the streets and sidewalks in passable condition shall be satisfactorily performed by the Contractor during the construction of the work as well as during the maintenance period. If any work is not done within forty-eight (48) hours after written notice given by the Engineer, the work may be done by the Owner and charged to the Contractor.

3.02 SURVEYS

Unless otherwise expressly provided for in the specifications, the Contractor will furnish all surveys necessary for the execution of the work. The Owner will furnish a base line and datum bench marks as required. The Contractor shall measure and lay out their work and be responsible for the accuracy thereof from bench marks and base lines established by the Engineer which shall constitute the surveys hereinbefore referred to. The contractor shall submit cut sheets for curb, sidewalk and roadway construction projects unless specifically waived in writing by the Engineer.

3.03 PRESERVATION OF STAKES

The Contractor shall carefully preserve bench marks, reference points and stakes, and in case of willful or careless destruction, they will be charged with the resulting expense and shall be responsible, for any mistakes that may be caused by their unnecessary loss or disturbance.

3.04 USES OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at their own expense:

- (a) To take every precaution against injuries to persons or damage to property.
- (b) To store their apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of their work or the administration of Owner's affairs.
- (c) To place upon the work any part thereof only such loads as are consistent with the safety of that portion of the work.
- (d) To frequently clean up all refuse, scrap material and debris caused by their operations and at all times the site of the work shall present a neat, orderly condition.
- (e) Before final payment to remove all surplus material, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations and to put the site in a neat orderly condition.
- (f) To affect all cutting, fitting, or patching of the work required to make the same conform to the drawings and specifications, and except with the consent of the Engineer, not to cut or otherwise alter the work.

3.05 INJURY TO EXISTING STRUCTURES

The Contractor shall be responsible for all injury to existing structures met within the prosecution of the work, including the delivery to the site of the proposed improvements of materials and supplies. In case of accident to

existing structures met within the prosecution of the work, the Contractor will be required to immediately notify the proper authorities and as soon as possible thereafter also notify the Engineer.

3.06 CORRECTION OF WORK

The Contractor expressly warrants that their work shall be free from any defects in materials or workmanship and agrees to correct any such defects which may appear in such materials or workmanship within two (2) years or the term of the maintenance bond, whichever is longer, following the final acceptance of the work by the Owner, such final acceptance to be evidenced by an appropriate resolution of the governing body in the case of municipal corporation, quasi municipal corporation, municipal board, municipal commission or other municipal authority or by the issuance of final payment in the case of any Owner other than a municipal corporation, quasi municipal corporation, municipal board, municipal commission or other municipal authority.

Neither the acceptance of the completed work nor payment therefore shall operate to release the Contractor or their surety or sureties from any obligation or obligations under this contract or the bonds required under these Contract Documents.

3.07 PUBLIC UTILITIES

The contract drawings indicate the approximate location of known overhead and subsurface utilities in the vicinity of the work. The bidder is advised to investigate and ascertain for themselves the facts concerning the actual location of these utilities.

The Contractor shall cooperate with the utility Owners in the adjustment of their facilities and shall notify the utility Owners not less than ten (10) days in advance of the time he proposes to perform any work that will endanger or affect their facilities.

The Contractor shall permit the Owners of utilities, or their agents, access to the site of the work at all times in order to relocate, construct or protect their lines and he shall cooperate with them in performing this work.

Separate payments will not be made for the following:

1. Coordination and cooperation of the Contractor with the utility companies, nor for the protection or replacement of utilities as specified hereinbefore.
2. Damages for delay caused by conflicts with utilities outside the jurisdiction of the Owner (ex: gas mains, telephone or electric lines, county storm sewer, water mains, etc.).

The bidder shall include all such costs in the prices bid for the various scheduled items in the Bid form.

3.08 PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of their work and shall protect Owner's property from injury or loss arising in connection with their work. They shall also protect all adjacent property as provided by law, and shall be responsible for all injury to property and existing structures sustained during the prosecution of their work, including delivery to the site of the equipment, materials and supplies. They shall repair and replace any such damage, injury or loss equal or better than the condition of the item prior to the Contractor's action.

All passageways, guard fences, light and other facilities required for protection by local authorities or local conditions must be provided and maintained.

3.09 CONTRACTOR TO ACT IN AN EMERGENCY

In case of any emergency which threatens loss or injury of property, and/or safety of life, the Contractor is required to act as they sees fit. They shall notify the Engineer thereof immediately thereafter.

3.10 EXTRA WORK

The Contractor further agrees that the Engineer may make such alterations as they may see fit in the form, dimensions, plans for materials of the work, materials and supplies bid upon or any part thereof, either before or after work. If such alterations diminish the quantity of the equipment, materials and supplies to be furnished and delivered to the site or work to be executed, they shall not constitute a claim for damages for anticipated profits on the work that may be dispensed with. If the extra work, change or alteration increases the amount of work to be performed or equipment, they shall be paid for at the price bid. If prices for such extra work are not included in the lump sum prices or unit prices bid, the Contractor hereby agrees to furnish the necessary materials and perform such labor as extra work, and agrees to accept in full payment therefore a price which shall be fixed by the Engineer previous to its commencement. The basis of such estimated cost will be the actual cost of materials, labor, equipment, and a maximum ten percent (10 %) overhead plus a maximum ten percent (10%) profit. Contractor shall furnish breakdown estimate for such extra work. Payment for markup on subcontracted work shall be at a maximum rate of five percent (5%) of the total amount for all costs on the subcontracted work. Change Orders and Open End Contracts will be in accordance with N.J.A.C. 5:30-11 et seq.

The Contractor shall not be entitled to receive payment for any extra work unless the same is certified in writing by the Engineer.

3.11 DISPUTE RESOLUTION

For construction contracts, the Owner and Contractor agree that in the event of a dispute arising under this contract, it shall be submitted to a non-binding mediation, pursuant to industry standards, prior to being submitted to a Court for adjudication. Nothing in this section shall prevent the contracting unit from seeking injunctive or declaratory relief in court at any time. The alternative dispute resolution practices shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered to pursuant to N.J.S.A. 40A:11-1 et seq. (Local Public Contracts Law)

Notwithstanding industry rules or any provision of law to the contrary, whenever a dispute concerns more than one contract, such as when a dispute in a contract involving design, architecture, engineering or management, upon demand of a contracting party, other interested parties to the dispute shall be joined unless the mediator appointed to resolve the dispute or judge, as the case may be, determines that such a joinder is inappropriate. Notwithstanding industry rules or any provision of law to the contrary, whenever more than one dispute of a similar nature arises under a construction contract, or related construction contracts, upon demand of a contracting party, the disputes shall be joined unless the mediator appointed to resolve the dispute or judge, as the case may be, determines that the disputes are inappropriate for joinder.

4.0 CONTRACTOR'S PERSONNEL

4.01 PERSONAL ATTENTION

The Contractor shall give their personal supervision to the prosecution of the work, or have a competent representative on the work who shall have written authority to carry out the requirements of the Contract Documents. They shall also supply all manpower, materials and equipment as they may be required in the furnishing and delivery to the site of the proposed work, the equipment, materials and supplies bid upon.

4.02 CONTRACTOR'S SUPERINTENDENT

The Contractor shall attend to the work personally or through a competent, English-speaking superintendent, who shall be continually present on the project site whenever work is in progress. Such a superintendent shall be satisfactory to the Owner and Engineer and shall not be removed or replaced without due notice being given the Owner and Engineer. The Superintendent shall have full authority to act for the Contractor without the need to consult any higher level of authority.

4.03 LABOR LAWS

The Contractor and any Subcontractors shall comply with all the requirements of the Labor Laws of the State of New Jersey applicable to contracts on behalf of this Owner for construction, alteration or repair of any building or public work, including particularly, but without limitation of the foregoing, the provisions of N.J.S.A. 10:2-1 to 10:2-4, inclusive and N.J.S.A. 34:11-56.25 et seq., New Jersey Prevailing Wage Act.

The Contractor hereby agrees to comply in all respect with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. as amended. A copy of the prevailing wage rates pertaining to the work and issued by the New Jersey Department of Labor and Workforce Development entitled, "Prevailing Wage Rate Determination" is on file in the Purchasing Agent's office and is included herein. Pursuant to N.J.S.A. 34:11-56.25 et seq. – New Jersey Prevailing Wage Act, no public works contract may be awarded to any contractor and subcontractor or to any firm, corporation or partnership in which they have an interest on the attached disbarred bidders list located at the end of this specification, until expiration date given. Workers shall be paid not less than such prevailing wage rate.

Before final payment is made by or on behalf of the Owner of any sum or sums due to the work, the Contractor or Subcontractor shall file with the treasurer of the Owner, written statements in form satisfactory to the Commissioner of Labor certifying to the amounts then due and owing from such contractor or subcontractor filing such statement to any and all workers for wages due on account of the work, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively which statement shall be certified by the oath of the Contractor or Subcontractor as the case may be in accordance with the said New Jersey Prevailing Wage Act.

The prevailing wage rate shall be determined by the Commissioner of Labor and Workforce Development or their duly authorized representative.

Contractors or Subcontractors performing public work of a public body subject to the provisions of this act shall post the prevailing wage rates for each craft and classification involved as determined by the Commissioners of Labor and Workforce Development including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work or at such place or places as are used by them to pay workers their wages.

In the event it is found that any workers, employed by the Contractor or any Subcontractor, on this project, has been paid a rate of wages less than the prevailing wage required, the Department of Labor and Workforce Development along with the Owner may terminate the Contractor's or Subcontractor's right to proceed with the work or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise, the Contractor and their surety(ies) shall be liable to the Department of Labor and Workforce Development along with the Owner for any excess costs occasioned thereby.

Prior to final payment, the Contractor shall be required to execute and deliver an Affidavit of Compliance in a form provided by the Engineer, as required by the Act.

4.04 CONTRACTOR'S EMPLOYEES

All workers must be competent and fully qualified in the type of work to be performed. Any employee of the Contractor, who is found by the Engineer to be incompetent, or who is performing the work in an unsightly manner

or contrary to the specifications or the Engineer's instructions, or who is disorderly, shall be removed from the project and shall not again be employed on the project without the Engineer's consent.

4.05 EIGHT HOUR DAY: PREVAILING WAGE RATE

All mechanics, workers, laborers, employed or engaged in the work hereunder shall work no more than eight (8) hours in any one day. In case of necessity for the protection of property or human life, mechanics, workers and laborers may be employed for longer periods than eight hours per calendar day, if paid extra compensation on the basis of eight hours constituting a day's work, in accordance with the Prevailing Wage Act, N.J.S.A. 34:11-56-25 et seq., and all State and Federal laws.

4.06 PAYMENT OF EMPLOYEES

The Contractor and each of their Subcontractors shall pay each of their employees engaged in work on the project under this contract in full (less deductions made mandatory by law) in legal tender and not less often than once each month.

4.07 SAFETY AND HEALTH REGULATIONS

The Contractor shall comply with the Department of Labor and Workforce Development, Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (P.L.91-596) and under Section 107 of the Contract Work Hours and Safety Standards for Construction (P.L.91-54).

4.08 ACCIDENT PREVENTION

Precautions shall be exercised at all times for the protection of persons (incl. employees) and property. The safety provisions of applicable laws, buildings and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Association General Contractors in America and Part VI "Temporary Traffic Control" of the U.S. Dept. of Transportation. Federal Highway Administration "Manual on Uniform Traffic Control Devices", latest edition, whichever is more stringent to the extent that such provisions are not in contravention of applicable law. Contractor alone shall be responsible for the safety, efficiency, and adequacy of their plant, appliances and methods and for any damage which may result from their failure for their improper construction, maintenance or operation. The cost of "Accident Prevention" shall be included in the lump sum or unit price bid whichever is applicable.

5.0 MATERIALS

5.01 CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the Contractor or by Subcontractor that are subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that they have good title to all materials and supplies used by themselves in the work.

5.02 ROYALTIES AND PAYMENTS

The Contractor shall pay all royalties and license fees. They shall defend all suits or claims for infringements of any patent rights and shall save the Owner harmless from loss or account thereof.

5.03 USE OF DOMESTIC MATERIAL

In the performance of the work, the Contractor and all Subcontractors shall use only manufactured materials and farm products of the United States of America, wherever available.

All Contractors and Subcontractors shall comply with the provisions of N.J.S.A. 40A:11-18, which relate to the use of domestic materials.

5.04 ORDERING MATERIALS

Before ordering materials, the Contractor shall obtain the Engineer's approval of their conformity to the specifications. In the case of concrete aggregate, and similar materials, samples must accompany the request for approval. The Contractor must forward to the Engineer copies of all shipping lists, invoices or delivery slips accompanying such deliveries.

5.05 SAMPLES

The Contractor shall submit to the Engineer any samples of materials before or during the progress of the work that may be required by the Contract Documents and all materials and workmanship must be equal in every respect to the samples submitted and approved.

5.06 SHOP OR SETTING DRAWINGS

(a) The Contractor shall submit promptly eight (8) copies, of which two (2) will be returned to the contractor, of each shop or setting drawings prepared in accordance with the schedule predetermined under the provisions of the preceding paragraph hereof with the Contractor's approval stamp and date thereon. After examination of such drawings by the Engineer, and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Engineer with eight (8) corrected copies. If requested by the Engineer, the Contractor must furnish additional copies, regardless of corrections made in or approval given to such drawings by the Engineer. The Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the drawings and specifications unless he notified the Engineer in writing of any deviations, at the time he furnished such drawings. Shop drawing requirements as detailed within the technical specifications and scope of work shall govern should they be in conflict with the General Conditions.

(b) The Contractor shall likewise submit, in writing, the type, kind and name of the manufacturer of all materials to be used in the work for the written approval of the Engineer prior to the installation of same.

(c) Any equipment or materials installed without this written approval of the Engineer will be required to be removed by the Contractor at their own expense and replaced with equipment and materials as approved.

5.07 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

The Contractor will be furnished additional instructions and detail drawings to carry out the work included in the contract as required. The additional drawings and instructions thus supplied to the Contractor, will coordinate with the contract documents and will be so prepared that they can be reasonably interpreted as a part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

The Contractor and the Engineer will prepare, jointly (a) a schedule fixing the date at which special drawings will be required and by whom they will be made, such drawings, if any, to be furnished by the Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop or setting drawings; the beginning of manufacture, testing and installation of materials, supplies and equipment and the completion of the various parts of the work, each such schedule to be subject to change from time to time in accordance with the progress of the work.

5.08 OR EQUAL CLAUSES

Wherever in these contract documents a particular brand, make of materials, device or equipment is shown or specified, such brand, make of material, device or equipment should be regarded merely as a standard.

When a bidder submits an equivalent, it shall be the responsibility of the bidder to document the equivalence claim. Failure to submit such documentation shall be grounds for rejection of the claim of equivalence.

If two (2) or more brands, makes of material, devices or equipment are shown or specified, each should be regarded as the equal of the other. Any other brand, make of material, devices or equipment, which in the opinion of the Engineer is the recognized equal of that specified, considering quality, workmanship and economy of operation, and is suitable for the purpose intended, will be accepted. All material and workmanship shall, in every respect be in accordance with what, in the opinion of the Engineer is in conformity with approved modern practice.

Whenever the drawings, specifications or other contract documents or the direction of the Owner or its authorized agent admit of doubt as to what is permissible, and/or fail to note the quality of any work, that interpretation will be made by the Engineer which is in accordance with approved modern practice to meet the particular requirement of the contract.

In all cases, new materials shall be used unless this provision is waived by notice from the Engineer.

5.09 SUBSTITUTIONS

After the execution of the contract, substitution of equipment or materials of makes other than those named in the contract will be considered for one (1) reason only. That the equipment proposed for substitution is superior or equal in construction and/or efficiency to that named in the contract.

Complete data, to include: shop drawings, specifications, performance curves, test results, list of similar installation with years of service, operating and maintenance instruction, a statement that the Contractor agrees to pay all costs that will result directly or indirectly from acceptance of the substitute, and all other necessary information; shall be submitted in triplicate to enable the Engineer to evaluate the proposed substitution equipment or material. The determination as to whether or not such changes will be permitted rests solely with the Engineer.

The Contractor shall take and assume full responsibility and bear any extra expense or cost incurred by changes advocated by themselves. Those costs include, but are not limited to, review time by the Engineer or the Engineer's Consultants, costs of redesign, and claims of other contractors affected by the resulting change. It will be assumed that the cost to the Contractor of the equipment or materials proposed to be substituted is less than the equipment or materials named in the contract, and if the substitution is approved, the contract price shall be reduced by an amount equal to the savings.

5.10 MATERIAL SAFETY DATA

In accordance with the requirements of N.J.S.A. 34:5A-1 et seq., "Workers and Community Right to Know Act", the State Department of Health has adopted a Workplace Hazardous Substance List (N.J.A.C. 8:59-9) which includes substances that pose a threat to the health and safety of employees. Therefore, under the provisions of N.J.A.C. 8:59-7, the contractor must furnish the Owner a "Material Safety Data Sheet" for each product which is supplied to the Owner which contains a substance listed on the Hazardous Substance List (N.J.A.C. 8:59-9). The Owner reserves the right to request a copy of the applicable Material Safety Data Sheet be forwarded with the delivery of each product. Furthermore, under the provisions of N.J.A.C. 8:59-5, each product shall have a label affixed or stenciled onto any container that contains any substance listed on the Hazardous Substance List (N.J.A.C. 8:59-9).

6.0 INSPECTION AND TESTING

6.01 INSPECTION

The Contractor shall afford every facility for inspection of the equipment, materials and supplies at all times by the Engineer prior to the delivery of same to the site of the work. All equipment, supplies and materials shall be tested in the presence of the Engineer, if so desired.

Any equipment, materials, supplies or workmanship deemed of inferior quality, or not in accordance with the finally approved specifications, brought to or incorporated in the work may be rejected by the Engineer. The equipment, materials and supplies and workmanship may be re-inspected at any time, prior to delivery to the site of the proposed improvements. The Contractor shall bear all the expense of testing materials.

When construction is not continuous through the normal work week, (Monday through Friday), Contractor must notify the Engineer at least twenty-four (24) hours in advance of any stopping or starting of the work. Notification may be by writing, telephone, facsimile, telegraph or personal visit to the Engineer's listed office.

Contractor shall notify Engineer at least forty-eight (48) hours in advance to any work on Saturdays. There will be no work permitted on Sundays or holidays. If the project receives inspection by the Engineer, the normal working hours for the Engineers inspector are from 7:30 a.m. to 4:30 p.m., Monday through Friday.

As the Owner is only paying for the contract time in the Contract Documents, the Contractor shall be responsible for all costs of inspection and contract management beyond the contract time limits, unless a written extension of time has been granted by the Owner. These costs are in addition to any liquidated damages that may be charged to the Contractor.

6.02 WORK HOURS

Construction shall take place only between the hours of 7:00 a.m. to 4:30 p.m., Monday through Friday, except as otherwise approved by the Department of Engineering. Daily mobilization of the contractor's work force (ie: workers arriving at the site and start-up of construction equipment) shall not occur prior to 7:00 a.m.

Specific permission from the Engineer is required for the Contractor to work at night, on weekends or holidays. The following are holidays for the purpose of this contract

New Year's Day	Rosh Hashanah
Martin Luther King's Birthday	Yom Kippur
President's Day	Columbus Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

When a holiday falls on a Saturday, it shall be celebrated the preceding Friday; on a Sunday, the following Monday.

6.03 DAILY REPORTS

On a daily basis, the Contractor shall have their Authorized Representative complete, sign and present the Engineer with a Certificate of Site Safety Conditions, attached hereto as Form GC-6.02S.

At the Engineers discretion, the Contractor may be directed to furnish a daily report, on a form, which will include the date, the weather, a general description of the work performed, line item quantities involved, number and skill type of workers, equipment utilized, location of work, and any pertinent remarks affecting the work.

6.04 INSPECTORS

The work shall be conducted under the general observation of the Engineer through such Inspectors as the Engineer employs. Inspectors are stationed on the site of the work to represent the Engineer and to report to them concerning the observation of progress of the work and the workmanship and materials being furnished. Such Inspectors shall inform the Engineer and the Contractor when they observe that work being performed and/or the materials being furnished do not conform to the requirements of the Contract Documents. Such observation, if and when provided, shall not relieve the Contractor of any responsibility to furnish materials and perform work in complete accordance with the requirements of the Contract Documents, nor does such observation create any duty or obligation to any employee or invitee of Contractor, any Subcontractor, or to any third party.

The Inspector is not authorized to revoke, alter, enlarge, relax or release any requirements of the Contract Documents or to issue instructions contrary to the Contract Documents.

6.05 ACCESS TO THE WORK

The Contractor shall furnish the Engineer with every reasonable facility for observing the work as performed.

The Engineer shall have the right to inspect all work done and all materials furnished either in the field or at the point of manufacture. The Contractor shall furnish or cause to be furnished safe access at all times to the places where preparation, fabrication or manufacture of materials and/or construction of the work is in progress.

When the Engineer or their representative are in or about the premises mentioned above in the course of their duties, they shall be deemed conclusively to be an invitee of the Contractor. If the Contractor is not the Owner of the premises mentioned above, the Owner thereof shall be deemed an agent of the Contractor with respect to the obligation assumed hereby. The Contractor or their agent, as described above, shall be liable for the payment of claims for injuries, damages, etc, for death of the Owner or their representative due to the negligence on the part of the Contractor or their agent.

6.06 COVERING UNINSPECTED WORK

If any work be buried, covered or otherwise concealed prior to observation by Engineer or contrary to the orders and direction of the Engineer and such work is not subject to testing and approval by any acceptable alternate method it must, if required by the Engineer, be uncovered for examination. Such uncovering and all necessary restoration regardless of the final acceptability of the work uncovered, shall be at the expense of the Contractor.

6.07 TESTING MATERIALS

Except as may be provided elsewhere, tests or analysis of materials which are usually tested after delivery to the site, such as concrete aggregate, mixed-in-place concrete, and similar materials; will be performed by the Engineer or testing laboratories which will be approved by the Engineer and selected and paid for by the Contractor. The preliminary testing of concrete mixtures and tests or analysis of other materials, samples of which are to be submitted prior to delivery, will also be performed by the laboratory and paid for by the Contractor at the Engineer's request.

If the Engineer orders sampling and analysis or tests of materials which are usually accepted on certification of the manufacturer but which appear defective or not conforming to the requirements of the Specifications, the Contractor will bear the reasonable costs of sampling, transportation, tests and analysis.

7.0 CHANGED CONDITIONS CLAUSES FOR CERTAIN LOCAL PUBLIC CONTRACTS N.J.S.A. 40A:11-16.7

1. All construction contracts issued by a contracting unit for bids which were advertised on or after the effective date of P.L.2017, c.317 (C.40A:11-16.7 et seq.) shall include the changed

conditions contract provisions set forth in this section, which provisions shall be deemed to be a part of any such contract even if not expressly incorporated therein, and which provisions may not be modified in any manner by the contracting unit.

a. A contract subject to this section shall include the following DIFFERING SITE CONDITONS provisions:

(1) If the contractor encounters differing site conditions during the progress of the work of the contract, the contractor shall promptly notify the contracting unit in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.

(2) Upon receipt of a differing site conditions notice in accordance with paragraph (1) of this subsection, or upon the contracting unit otherwise learning of differing site conditions, the contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.

(3) If the contracting unit determines different site conditions that may result in additional costs or delays exist, the contracting unit shall provide prompt written notice to the contractor containing directions on how to proceed.

(4) (a) The contracting unit shall make a fair and equitable adjustment to the contract price and contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the contractor.

(b) If both parties agree that the contracting unit's investigation and directions decrease the contractor's costs or time of performance, the contracting unit shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance.

(c) If the contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the contracting unit shall so advise the contractor, in writing, and the contractor shall resume performance of the contract, and shall be entitled to pursue a differing site conditions claim against the contracting unit for additional compensation or time attributable to the alleged differing site conditions.

(5) Execution of the contract by the contractor shall constitute a representation that the contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.

(6) As used in this subsection, "differing site conditions" mean physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.

b. A contract subject to this section shall include the following SUSPENSION OF WORK provisions:

(1) The contracting unit shall provide written notice to the contractor in advance of any suspension of work lasting more than 10 calendar days of the performance of all or any portion of the work of the contract.

(2) If the performance of all or any portion of the work of the contract is suspended by the contracting unit for more than 10 calendar days due to no fault of the contractor or as a consequence of an occurrence beyond the contracting unit's control, the contractor shall be entitled to compensation for any resultant delay to the project completion or additional contractor expenses, and to an extension of time, provided that, to the extent feasible, the contractor, within 10 calendar days following the conclusion of the suspension, notifies the contracting unit, in writing, of the nature and extent of the suspension of work. The notice shall include available supporting information, which information may thereafter be supplemented by the contractor as needed and as may be reasonably requested by the contracting unit. Whenever a work suspension exceeds 60 days, upon seven days' written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.

(3) Upon receipt of the contractor's suspension of work notice in accordance with paragraph (2) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.

(4) (a) If the contracting unit determines that the contractor is entitled to additional compensation or time, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date.

(b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall proceed with the performance of the contract work, and shall be entitled to pursue a suspension of work claim against the contracting unit for additional compensation or time attributable to the suspension.

(5) Failure of the contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the contractor actually prejudiced the contracting unit's ability to adequately investigate and defend against the claim.

c. A contract subject to this section shall include the following CHANGE IN CHARACTER OF WORK provisions:

(1) If the contractor believes that a change directive by the contracting unit results in a material change to the contract work, the contractor shall so notify the contracting unit in writing. The contractor shall continue to perform all work on the project that is not the subject of the notice.

(2) Upon receipt of the contractor's change in character notice in accordance with paragraph (1) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.

(3) (a) If the contracting unit determines that a change to the contractor's work caused or directed by the contracting unit materially changes the character of any aspect of the contract work, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its change in character, or as otherwise mutually agreed upon by the contractor and the contracting unit prior to the contractor performing the subject work.

(b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall continue the performance of all contract work, and shall be entitled to pursue a claim against the contracting unit for additional compensation or time attributable to the alleged material change.

(4) As used in this subsection, "material change" means a character change which increases or decreases the contractor's cost of performing the work, increases or decreases the amount of time by which the contractor completes the work in relation to the contractually required completion date, or both.

d. A contract subject to this section shall include the following CHANGE IN QUANTITY provisions:

(1) The contracting unit may increase or decrease the quantity of work to be performed by the contractor.

(2) (a) If the quantity of a pay item is cumulatively increased or decreased by 20 percent or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity.

(b) If the quantity of a pay item is increased or decreased by more than 20 percent from the bid proposal quantity, the quantity change shall be considered a major change in quantity.

(3) For any minor change in quantity, the contracting unit shall make payment for the quantity of the pay item performed at the bid price for the pay item.

(4) (a) For a major increase in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity in excess of 120 percent of the bid proposal quantity. If a mutual agreement cannot be reached on a negotiated price for a major quantity increase, the

contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid.

(b) For a major decrease in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity of work performed. If a mutual agreement cannot be reached on a negotiated price for a major quantity decrease, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid; provided, however, that the contracting unit shall not make a payment in an amount that exceeds 80 percent of the value of the bid price multiplied by the bid proposal quantity.

(5) As used in this subsection, the term "bid proposal quantity" means the quantity indicated in the bid proposal less the quantities designated in the project plans as "if and where directed."

8.0 PAYMENTS

8.01 CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Engineer an estimated construction progress schedule in form satisfactory to the Engineer, showing proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule. The Contractor shall update the schedule each time a change is approved, but at a minimum every 30 days. An updated schedule shall be submitted with the Contractor's payment application. Should a payment application be submitted without an updated schedule, payment processing may be delayed. The Contractor shall also furnish the Engineer (a) a detailed estimate giving a complete breakdown of the contract price on Lump Sum Contracts and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules are to be used in determining the basis of partial payments.

Approval of the progress schedule by the Engineer does not modify the Contract or constitute Acceptance of the feasibility of the Contractor's logic, activity durations, or assumptions used in creating the schedule. If the schedule reflects a completion date different than that defined by the date of Notice to Proceed and Contract Time, this does not change the specified completion date. If the Engineer approves a schedule that reflects a completion date earlier than that specified as the Contract Time, the Owner will not accept claims for additional Contract Time or compensation as the result of failure to complete the Work by the earlier date shown on the progress schedule. Float is the amount of time that an activity may be delayed from its early start without delaying Completion. Float belongs to the Project and is not for the exclusive use of the Contractor or the Owner.

8.02 PAYMENTS

Unless otherwise specified, on the first day of each month or within thirty (30) days thereafter, the Engineer will estimate approximately the value of the work performed, and equipment, materials and supplies delivered on the ground inspected and accepted during the preceding month, according to these specifications, less any retainage, and shall be certified by the Engineer for payment to the Contractor. The value of the work, as estimated, will be determined by the lump sum and/or unit price bid. Requests for payment for materials on hand shall be accompanied with receipted invoice from supplier. Prior to such payment being made, the Contractor shall execute an agreement, provided by the Engineer and Solicitor on behalf of the Owner, which details the conditions of payment.

If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the contract documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Engineer shall be equitable.

No request for payment shall be approved until a Certification of Site Safety Conditions showing no unsafe conditions for each day worked in the payment request period has been furnished by the Contractor. When the work performed under this contract has been completed by the Contractor and accepted by the Owner, the Engineer shall make a final estimate of the work and certify the same to the Owner which shall for causes herein specified, pay to the Contractor the balance due, excepting therefrom such sum as may be lawfully retained under any provisions of this contract. All prior estimates and payments including those relating to extra work shall be subjected to corrections by this payment.

The Owner shall pay the amount due to the prime contractor for each periodic payment, final payment or retainage monies not more than thirty (30) calendar days after the billing date, except as provided herein, which for periodic billing shall be established at the pre-construction meeting and memorialized in the minutes of the pre-construction meeting. The billing shall be deemed approved and certified twenty (20) days after the Owner or Owner's Representative receives it, as indicated by the date stamped received on the billing by the Owner or Owner's Representative, except as provided herein, unless the Owner or Owner's Representative provides, before the end of the twenty (20) day period, a written statement of the amount withheld and the reason for withholding payment. The Owner is a public or governmental agency that requires the governing body to vote on authorizations for each periodic payment, final payment or retainage monies, the amount due may be approved and certified at the next scheduled public meeting of the Owner's governing body, and paid during the Owner's subsequent payment cycle.

8.03 RETAINAGE

The Contractor is advised that for contracts \$100,000.00 and under for improvement to real property, the sum of 10% of the amount due shall be held on each partial payment pending completion of the project.

The Contractor is advised that the Local Public Contracts Law, N.J.S.A. 40A:11-16.1 are applicable if the total amount of the contract awarded for this project exceeds \$100,000.00. The provisions of N.J.S.A. 40A:11-1 et seq. provide that the Contractor may:

1. Agree to the withholding of payments in the manner prescribed in the contract, or may deposit with the contracting unit registered book bonds, entry municipal bonds, State bonds or other appropriate bonds of the State of New Jersey, or negotiable bearer bonds or notes of any political subdivision of the State, the value of which is equal to the amount necessary to satisfy the amount that otherwise would be withheld pursuant to the terms of the contract. The nature and amount of the bonds or notes to be deposited shall be subject to approval by the contracting unit. For the purposes of this section, "value" shall mean par value or current market value, whichever is lower.
2. Such agreement will be indicated by signing of estimate or payment certificates unless written communication to the contrary is made to the Owner and Engineer, or

If the Contractor agrees to the withholding of payments, the amount withheld shall be deposited, with a banking institution or savings and loan association insured by an agency of the Federal Government, in an account bearing interest at the rate currently paid by such institutions or associations on time or savings deposits. The amount withheld, or the bonds or notes deposited, and any interest accruing on such bonds or notes, shall be returned to the contractor upon fulfillment of the terms of the contract relating to such withholding, any interest accruing on such cash withholdings shall be credited to the Owner.

Furthermore, N.J.S.A. 40A:11-1 et seq. provides that for contracts over \$100,000.00 for improvement to real property:

1. From the total amounts due as ascertained through a current Engineer's estimate will be deducted an amount equivalent to two percent (2%) of the amount due on each partial payment shall be withheld by the Owner pending completion of the contract.

2. Upon acceptance of the work performed pursuant to the contract for which the contractor has agreed to the withholding of payments pursuant to this section, all amounts being withheld by the Owner shall be released and paid in full to the contractor as required by law after final acceptance by the Owner, without further withholding of any amounts for any purpose whatsoever, provided that the contract has been completed as indicated.

8.04 ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release by the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with the work and for every act and neglect of the Owner, or Owners designee and others relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the contract documents or the performance, payment and maintenance bonds.

8.05 OWNER'S RIGHT TO WITHHOLD PAYMENTS

Owner may withhold from the Contractor as much of any approved payments due them as may, in the judgment of the Owner, be necessary, to

- (a) Secure the payment of just claims then due and unpaid by any persons supplying labor or materials for the work.
- (b) Protect the Owner from loss due to defective work not remedied, or
- (c) Protect the Owner from loss due to injury to persons or damage to the work or property of other Contractors, Subcontractors or others caused by the act or neglect of the Contractor or any of their Subcontractors that the Owner may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payment for the amount of the Contractor.
- (d) Protect the Owner from enforcement action by others or from being in non-compliance with laws or regulations due to the failure of the Contractor to supply the Engineer and or Owner with Monthly Manning Reports, Certified Payroll Reports or other submittals required by the Engineer or Owner.

8.06 COSTS OF ENGINEERING AND INSPECTION

There will be deducted from the contract and retained by the Owner an amount equal to the cost paid by the Owner to the Engineer, for all inspection and contract administration performed in excess of the completion time stipulated for the contract, or as amended by approved change orders.

8.07 LIENS

Final payment of retained percentage shall not become due until the Contractor, shall furnish the Owner a complete release of liens arising out of their contract, or receipts in full, in lieu thereof covering claims of any kind or character for work or labor done, or labor or materials furnished by the Subcontractor, materialmen, persons or corporations whatsoever. The form attached entitled "Full Release and Waiver of Liens" shall be submitted with the final voucher prior to final payment.

8.08 PREVAILING WAGE PAYMENT CERTIFICATE

The form attached hereto, entitled "Prevailing Wage Payment Certification" shall be executed by the Contractor and submitted with the final voucher prior to final payment.

8.09 CERTIFIED PAYROLL REPORTS

The New Jersey Department of Labor and Workforce Development (NJDOL) recently added a New Jersey Certified Payroll Database to its New Jersey Wage Hub. This database allows for certified payroll records submitted by public work contractors to be available to the public. The New Jersey Wage Hub enables public bodies to submit project and contract information, view and download certified payroll records submitted by contractors and subcontractors, and easily identify missing or invalid information reported by contractors and subcontractors.

Starting August 16, 2024, contractors and their subcontractors engaged in public work projects must submit their certified payroll records through the New Jersey Wage Hub. Submission of certified payroll records to NJ Wage Hub will satisfy the requirement to submit to the NJ Department of Labor.

However, contractors and subcontractors are presently to also submit their certified payroll reports copies to the Owner of the project. The Contractor, along with any/all subcontractors, shall submit original certified payroll reports within ten (10) days of the payment of wages to the New Jersey Wage Hub database and to the Owner or their designee, in compliance with N.J.A.C. 12:60.

Please refer to <https://njwages.nj.gov/> for instructions and information on the use of this website.

Please ensure use of current version of the “Payroll Certification for Public Works Projects”

9.0 VALUE ENGINEERING CONSTRUCTION CHANGE ORDERS

9.01 IMPLEMENTATION OF VALUE ENGINEERING

In accordance with N.J.S.A. 40A:11-16.6 a contractor may submit a Value Engineering Construction Proposal (VECP) after the award of a contract for a project for structures or other improvements to real property, other than work affecting a public building, that exceed \$5,000,000. This includes most public works projects, such as utility and environmental systems, road construction and repair, etc., but not building construction, improvements, or renovation. A VECP is a cost reduction proposal based on analysis by a contractor of the functions, systems, equipment, facilities, services, supplies, means and methods of construction, and any other item needed for the completion of the contract consistent with the required performance, quality, reliability, and safety.

Pursuant to N.J.S.A. 40A:11-16.6(c)(9), a contracting unit shall include in its bid specifications and contract documents procedures to regulate the value engineering construction change order process. Such procedures shall be based on procedures established by the New Jersey Department of Transportation, or any other appropriate State agency, or rules adopted by the Director of the Division of Local Government Services.

9.02 STATUTORY PROVISIONS

- a. Value engineering construction change orders shall not be used to impair any of the essential functions, or characteristics of the project, or any portion of the work involved.
- b. The contractor shall submit a value engineering construction proposal that completely describes the changes to the original specifications or proposal, impact on other project components, advantages and disadvantages of the proposed change, cost estimates and calculations on which they are based, any impact on the contract time schedule, and any other relevant information that the contracting unit may require in order to review the value engineering construction proposal. The contractor's cost for developing the value engineering construction proposal shall not be eligible for reimbursement by the contracting unit.
- c. The contractor shall be liable for all reasonable costs incurred by the contracting unit for the technical evaluation and engineering review of a value engineering construction proposal presented by the contractor.

- d. The contracting unit's engineer shall prepare a written report for the governing body that shall evaluate the value engineering construction proposal, make a recommendation on whether or not it should be accepted, rejected, or modified, and state to the contracting unit and contractor the amount of any projected cost savings.
- e. The proposal shall not be approved unless the engineer reports to the governing body that the proposal appears consistent with the required performance, quality, reliability, and safety of the project and does not impair any of the essential functions, or characteristics of the project, or any portion of the work involved.
- f. The contracting unit shall have the sole discretion to approve or disapprove a value engineering construction proposal.
- g. The contractor and the contracting unit shall equally share in the cost savings generated on the contract as a result of an approved value engineering construction change order. Once the project is completed, the contracting unit's engineer shall verify the cost savings to reflect the actual cost of the work, and such verified cost saving shall be the basis for the savings shared equally with the contractor.
- h. The contractor shall have no claim against the contracting unit as a result of the contracting unit's disapproval of a value engineering construction proposal.

9.03 PROCEDURES

An initial submission is required to use the Value Engineering process. The initial proposal shall outline the general technical concepts associated with the proposal and the estimated savings that will result.

The initial proposal will be reviewed by the Owner and, if found to be conceptually acceptable, approval to submit a final proposal will be granted by the Owner. A finding of conceptual acceptability of the initial proposal in no way obligates the Owner to approve the final proposal. The Contractor shall have no claim against the Owner as a result of the rejection of any such final proposal.

Final proposals will be considered only after Owner approval of the initial proposal. Final proposals will not be considered if submitted after fifty percent (50%) completion of the Work has occurred, based on monthly estimates amounting to more than fifty percent (50%) of the total Contract price (subject to any approved adjustments), unless the remaining Contract Time is one (1) year or more.

Proposals will not be considered that change the following:

- a. The type, thickness, or joint designs of a concrete, or HMA surface, intermediate, or base course.
- b. The types and thicknesses of the unbound materials underlying a concrete, or HMA surface, intermediate, or base course.
- c. The basic design of bridges, defined as the type of superstructure and substructure, span length type and thickness of deck, type of beam and arrangement, geometrics, width, and under-clearance.
- d. The basic design of retaining walls.
- e. The basic design of overhead sign supports and breakaway sign supports.
- f. The type of noise barriers.
- g. Special architectural aesthetic treatments of structures.

All proposals for changes to bridges and structures shall conform to the current AASHTO Standard Specifications for Highway Bridges as modified by the NJDOT Design Manual for Bridges and Structures.

As a minimum, the following materials and information shall be submitted with each final proposal plus any additional information requested by the Owner:

- a. A statement that the final proposal is submitted as a Value Engineering proposal.
- b. A description of the difference between the existing Contract requirements and the proposed change, and the comparative advantages and disadvantages of each, including considerations of safety, service life, economy of operations, stage construction, ease of maintenance, and desired appearance.

- c. Complete plans, specifications, and calculations showing the proposed revisions relative to the original Contract features and requirements. If the proposal is approved, the Contractor shall submit drawings, in ink, on polyester film such as Mylar or Herculene, 4 mils thick, matted on both sides except as follows:
 - (1) Structural drawings may be submitted in pencil.
 - (2) Electrical drawings may be matted on one side and may be submitted in pencil.
 - (3) Cross-section sheets may be 3 mils thick and may be matted on one side.All plans and engineering calculations shall bear the signature of a Professional Engineer licensed to practice in the State.
- d. A complete cost analysis indicating the final estimated costs and quantities to be replaced by the proposal, the new costs and quantities generated by the final proposal, and the cost effects of the proposed changes on operational, maintenance, and other considerations.
- e. A specific date by which a Change Order adopting the final proposal must be executed so as to obtain the maximum cost reduction during the remainder of the Contract. This date must be selected to allow the Owner ample time, usually a minimum of forty-five (45) days, for review and processing a Change Order. Should the Owner find that insufficient time is available for review and processing, it may reject the final proposal solely on such basis.
- f. A statement as to the effect the final proposal has on the Contract Time.
- g. A description of any previous use or testing of the final proposal on another Owner project or elsewhere and the conditions and results therewith. If the final proposal was previously submitted on another Owner project, indicate the date, the project, and the action taken by the Owner.
- h. The proposal shall not be experimental in nature but shall have been proven to the Owner's satisfaction under similar or acceptable conditions on another Owner project or at another location acceptable to the Owner.

Proposals will be considered only after Award of Contract and only when all of the following conditions are met:

- a. The Contractor is cautioned not to base any bid prices on the anticipated approval of a proposal and to recognize that such proposal may be rejected. In the event of rejection, the Contractor is required to complete the Contract according to the original Plans and Specifications and the prices initially bid and accepted by the Governing Body.
- b. All proposals, approved or not approved by the Owner for use in the Contract, apply only to the ongoing Contract or Contracts referenced in the proposal. The proposals shall become the property of the Owner and shall contain no restrictions imposed by the Contractor on their use or disclosure. The Owner will have the right to use, duplicate, and disclose in whole or in part any data necessary for the utilization of the proposal. The Owner retains the right to use any accepted proposal or part thereof on any other or subsequent project without any obligation to the Contractor. This provision is not intended to deny rights provided by law with respect to patented materials or processes.
- c. If the Owner already has under consideration certain revisions to the Contract that are subsequently incorporated in a proposal, the Owner will reject the Contractor's proposal and may proceed with such revisions without any value engineering obligation to the Contractor.
- d. The Contractor shall make no claim against the Owner or Owner's agents for any costs or delays due to the Owner's rejection of a proposal, including but not limited to development costs, anticipated profits, or increased materials or labor costs resulting from delays in the review of such proposal.
- e. The Engineer will determine whether a proposal qualifies for consideration and evaluation. The Owner may reject any proposal which is not consistent with the basic design criteria for the Project.
- f. The Engineer may reject all or any portion of Work performed pursuant to an approved proposal if the Engineer determines that unsatisfactory results are being obtained. The Engineer may direct the removal of such rejected Work and require the Contractor to proceed according to the original Contract requirements without reimbursement for any Work performed under the proposal, or for its removal. Where modifications to the proposal are approved to adjust to field or other conditions, reimbursement is limited to the total amount payable for the Work at the Contract prices as if it were

constructed according to the original Contract requirements. Such rejection or limitation of reimbursement does not constitute the basis of any claim against the Owner for delay or for any other costs.

- g. Proposals will be considered only if equivalent options are not already provided in the Contract Documents.
- h. The proposal shall be made based on items of work scheduled to be done by the Contractor. Anticipated cost savings based on revisions of utility relocations or other similar items to be done by others will not be considered. Proposals that may increase the cost of Work done by others may be considered.
- i. If additional information is needed to evaluate proposals, this information must be provided in a timely manner. Such additional information could include, where design changes are proposed, results of field investigations and surveys, design computations, and field change sheets.

The contracting unit's engineer shall prepare a written report for the governing body that shall evaluate the value engineering construction proposal, make a recommendation on whether or not it should be accepted, rejected, or modified, and state to the contracting unit and contractor the amount of any projected cost savings.

- a. The proposal shall not be approved unless the Engineer reports to the Owner's governing body that the proposal appears consistent with the required performance, quality, reliability, and safety of the project and does not impair any of the essential functions, or characteristics of the project, or any portion of the work involved.
- b. If the Owner fails to respond to the final proposal by the date specified, the Contractor shall consider the final proposal rejected and shall make no claim against the Owner as a result thereof.
- c. The Owner shall have the sole discretion to approve or disapprove a value engineering construction proposal.

If the proposal is accepted, the changes will be authorized by Change Order. Payment will be made as follows:

- a. The changes will be incorporated into the Contract by adjustments in the quantities of Pay Items, agreed upon Extra Work Items or by Force Account, as appropriate, according to the Specifications.
- b. Once the project is completed, the contracting unit's engineer shall verify the cost savings to reflect the actual cost of the work, and such verified cost saving shall be the basis for the savings shared equally with the contractor. The costs of such verification shall be borne equally by both parties.
- c. The Owner's costs for review and processing of the proposal will be deducted from the savings. The cost of the Engineer to verify the savings shall be apportioned equally between the parties.
- d. A Contractor's costs for development, design, and implementation of the proposal are not eligible for reimbursement.
- e. The Contractor may submit proposals for an approved Subcontractor, provided that reimbursement is made by the Owner to the Contractor and that the terms of the remuneration to the Subcontractor are satisfactorily negotiated and accepted before the proposal is submitted to the Owner. Subcontractors may not submit a proposal except through the Contractor.

PREVAILING WAGE PAYMENT CERTIFICATION

This form must be executed by Contractor and submitted with final voucher prior to final payment.

PROJECT _____

TO _____
(NAME OF OWNER AS IT APPEARS IN CONTRACT)

RE: Contract for Certification of Contractor of Payment of Prevailing Wages to Workers Pursuant to New Jersey Prevailing Wage Act. Chapter 150 Laws of 1963 of New Jersey and all other claims.

The undersigned Contractor hereby certifies that any and all workers employed by the undersigned Contractor and all Subcontractors have been paid in full and prevailing wages for their respective crafts or trades as determined and computed by the Commissioner of Labor and Industry, of the State of New Jersey, and that all suppliers and material men have been paid in full all amounts claimed by them, and there remains no outstanding claim, lien, or dispute; nor any contingent claim by any of the foregoing:

DATED: _____
CONTRACTOR

STATE OF NEW JERSEY

COUNTY OF _____

_____, being duly sworn according to law, upon their oath disposes and says that they are the _____ (Owner-pres. or authorized agent) of _____ (name of corporation) that they have read the aforesaid statement of certification and knows the content thereof, and that the same is true of their own knowledge and this affidavit is being executed by them pursuant to the New Jersey Prevailing Wage Act (Chapter 150 of Laws of 1963).

Signature

Sworn and subscribed to
before me this _____ day of _____ 20__,

Notary Public of New Jersey

CERTIFICATION OF SITE SAFETY CONDITIONS
Form GC-6.02S

TOWN: _____ PROJECT NAME _____
COUNTY _____ JOB # _____

I hereby certify that site safety conditions and the means and methods of construction have been and are in accord with the provisions of the Contract Documents and all requirements contained and referenced therein since the last executed Certificate of Site Safety Conditions, except as noted:

- | | |
|---|---|
| <input type="checkbox"/> Unsafe Trench Condition | <input type="checkbox"/> Unsafe Entry to Live Manhole |
| <input type="checkbox"/> Unsafe Traffic Control | <input type="checkbox"/> Unsafe Equipment |
| <input type="checkbox"/> Inadequate Fall Protection | <input type="checkbox"/> Proximity to Electric |
| <input type="checkbox"/> Other _____ | |

None _____

Comments/Resolutions _____

Contractor: _____

by: _____
Authorized Representative

I executed this form at _____ on _____
Time Date

Full Release and Waiver of Liens

WHEREAS, the undersigned is a subcontractor, supplier or other person furnishing work, services, materials or equipment upon real estate owned by TOWNSHIP OF CHERRY HILL in CHERRY HILL TOWNSHIP, State of New Jersey in furtherance of that certain _____ sponsored by the TOWNSHIP OF CHERRY HILL (hereinafter referred to as "Owner").

Receipt is acknowledged of \$ _____, which represents full payment, for work, services, materials and/or equipment furnished and installed by us at the above referenced project, the undersigned does hereby waive, release and relinquish the Owner and the Building/Land from any and all claims and/or construction liens pursuant to N.J.S.A. 2A:44A-1 *et seq.* relating to this Project, to the extent of \$ _____.

We agree to hold the Owner and the Building/Land harmless against any claim made or lien filed by any of our material suppliers and subcontractors who performed work or supplied materials for the Project to-date.

In addition, the undersigned warrants: (a) that any claims for payment for work, services, materials and/or equipment furnished in the construction or repair of the aforesaid real estate and improvements have not been assigned; (b) that all laborers, subcontractors and suppliers of the undersigned who have furnished work, services, materials and/or equipment in the construction or repair of the aforesaid real estate and improvements have been fully paid and that none of such laborers, subcontractors or suppliers have or will have any claim, demand or lien against the aforesaid real estate and improvements; and (c) that no financing statement, chattel mortgage, security interest, conditional bill of sale or retention of title agreement has been given or executed or will be given or executed for or in connection with any materials, appliances, machinery, fixtures or furnishings placed upon or installed, or to be placed upon or installed, in the aforesaid real estate and improvements by the undersigned.

IN WITNESS WHEREOF, the undersigned has executed and sealed this Full Release and Waiver of Liens this ____ day of _____, 20__.

Paid to date: \$ _____

NAME OF SUBCONTRACTOR/SUPPLIER: _____

By: _____

Title: _____

Sworn and subscribed to
before me this _____ day of _____ 20____,

Notary Public of New Jersey

TECHNICAL SPECIFICATIONS

INTRODUCTION

The Cherry Hill Public Library located at 1100 Kings Highway North, Cherry Hill, NJ, is a state-of-the-art building which opened in December 2004 with over 70,000 square feet and is located on seven (7) acres. The Library is seeking a contractor to provide the materials and installation of a prefabricated metal building with foundation to be located behind the Library.

SCOPE OF WORK

The Cherry Hill Township Library is seeking to select a contractor to provide site preparation, foundation installation and installation of a prefabricated 24' x 30' metal storage building.

The storage building will be located in the back of the Library behind the existing shed, near the dumpster and near the rear employee entrance. The color of the storage building must match or coordinate with the existing storage building which is a tan color. A color sample will be required prior to award for review by the Chief of Operations and Library Maintenance to ensure color coordination with exterior of Library and existing shed. For a site visit for shed location and present shed color, please contact Jennie Purcell, Chief of Operations or James Stamer, Maintenance Department at 856-903-1204 on/or before June 1, 2026.

A "size" diagram of the shed is included within this specification.

Building permits will be required for both the storage building and foundation and may be obtained at the Cherry Hill Township Code Enforcement Department, Room 205 in the Municipal Building by the awarded contractor.

Contractor is responsible for site safety based on OSHA guidelines

2.1 Concrete Foundation

- **Subgrade:** Compacted aggregate base (6-inch minimum).
- **Vapor Barrier:** 10-mil polyethylene sheeting.
- **Slab:** 6-inch thick, 4,000 PSI concrete fiber mesh reinforced. Slab to be 30'2" long by 24'2" wide.
- **Reinforcement:** (2) #4 rebar at 6" below finish slab and 6" above bottom. Shall be placed around perimeter.
- **Perimeter:** 24-inch-deep frost-protected thickened edge.
- *Refer to detail attached.*

2.2 Concrete Drive Apron / Curb / Sidewalk

- **Subgrade:** Compacted aggregate base (6-inch minimum).
- **Apron:** Reinforced 6-inch thick, 4,000 PSI concrete fiber mesh. 12' wide by 14.5' long
- **Vertical Curb:** 6"x8"x18" – 4000 psi standard Class "B"
 - **Vertical Curb +/1 15'**
 - **Depressed Curb +/1 12'**
- **Sidewalk:** Shall be 4" thick – 4000 psi class "B" concrete
- **Handicapped Ramp:** Replace existing ramp – price shall be complete included in quote.
- *Refer to details attached.*

2.3 Pre-Engineered Metal Building (PEMB)

- **Dimensions:** 24' Width x 30' Length x 12' Eave Height.
- **Roof Pitch:** 3:12 profile.
- **Engineering:** Certified for 155 MPH wind, 30 PSF snow.
- **Framing:** Rigid I-beam primary, galvanized Z-purlins secondary.
- **Panels:** 26-gauge PBR roof and wall panels.
- **Eaves:** 1' overhang on each end.

2.4 Thermal & Moisture Protection

- **Gutters:** 26-gauge prepainted steel on 30-foot eave sides.
- **Downspouts:** Two (2) total corrugated steel downspouts with kick-out elbows to discharge at rear of building.
- **Sealants:** Manufacturer-approved butyl tape at panel laps.

2.5 Openings

- **Overhead Door:** One 12'W x 10'H wind-rated sectional steel door. Track and hardware shall be heavy duty.

- **Personnel Door:** One 3'0" x 6'8" insulated steel door with lever lockset. Left swing.

3. General Terms & Conditions

3.1 Permits and Fees

- **Contractor Responsibility:** Secure all Cherry Hill Township building permits.
- **Owner Responsibility:** Provide property survey and zoning approvals.

3.2 Site Conditions

- **Access:** Owner provides clear access to the building site.
- **Utilities:** Water provided by Owner.
- **Cleanup:** Contractor must remove debris daily to a designated on-site dumpster.

3.3 Warranties

- **Workmanship:** Minimum 1-year contractor warranty on installation.
- **Building Panels:** Minimum 20-year manufacturer warranty against rust/fading.
- **Roof Leaks:** Minimum 5-year weather-tightness warranty.

4. Attachments – Details

- Site overview schematic
- Monolithic Slab Detail
- 4" concrete sidewalk detail
- 6"x8"x18" vertical curb detail
- Depressed vertical curb and driveway apron detail
- ADA ramp detail

Upgrade existing Handicapped Ramp - COMPLETE

Vertical Curb

Depressed Curb

4' wide - 6' long @ 4" thick at door

12' wide by 14'6" long apron

** All locations shown are approximate. Location to be determined at time of construction.

24'2" x 30'2" reinforced concrete slab

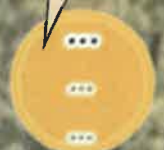


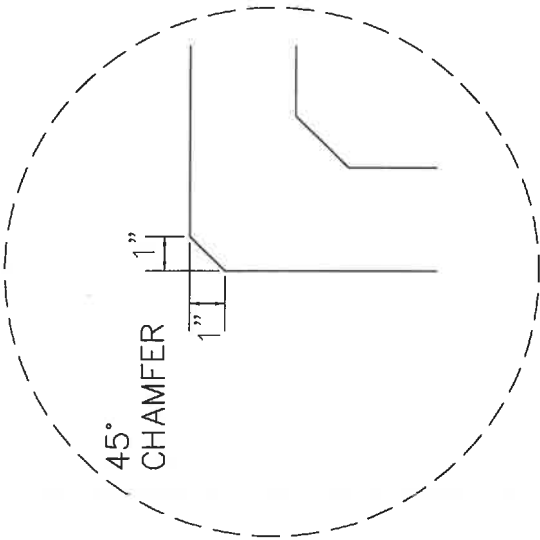
+/- 37' off property line

36.95 ft
127.0° →

Type "A" storm inlets - typical

1100 King
340.30
Lot 20

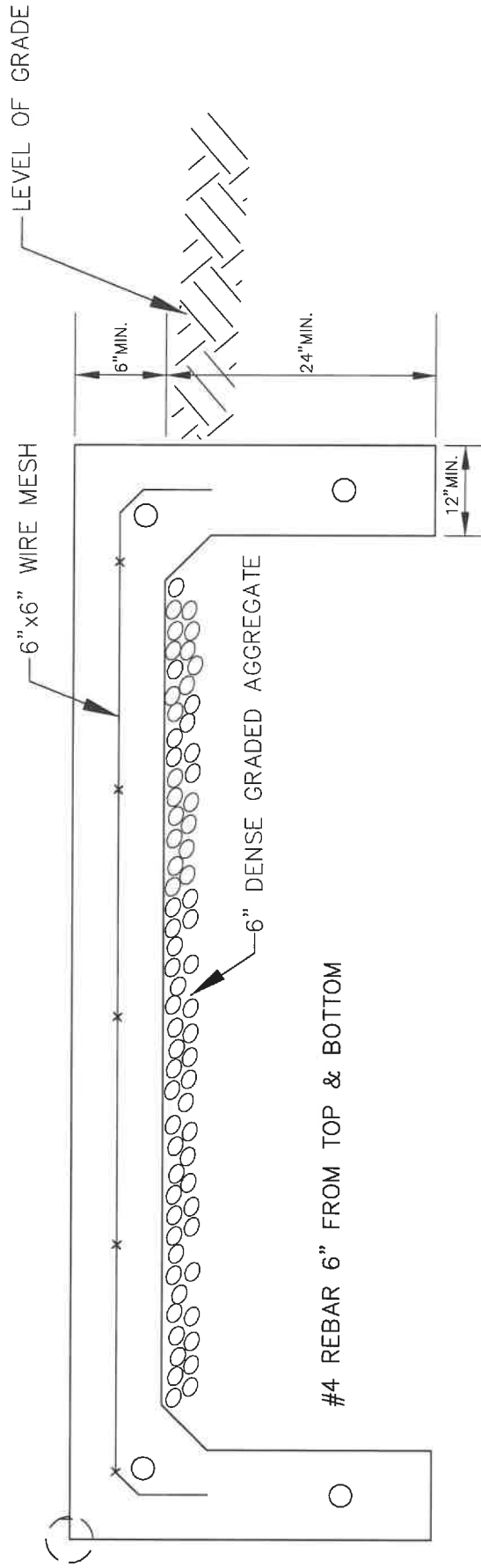




FIBER MESH CONCRETE IS PREFERRED.
WIRE MESH IS PERMITTED.

ALL REINFORCEMENT MUST HAVE A
MINIMUM OF 1-1/2" CONCRETE COVER.

ANCHOR BOLTS TO BE INSTALLED AS
PER PFMB DESIGN SPECIFICATIONS



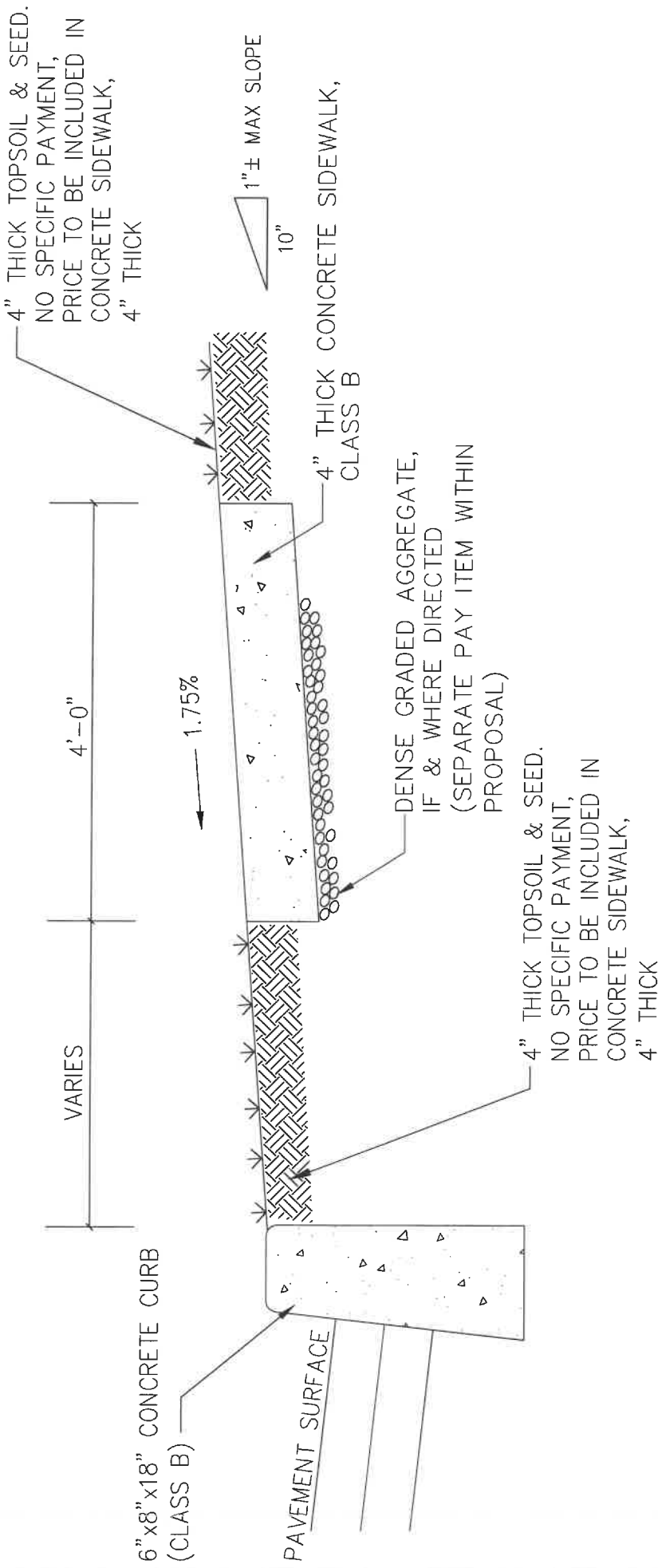
#4 REBAR 6" FROM TOP & BOTTOM

MONOLITHIC SLAB DETAIL

N.T.S.

TOWNSHIP OF CHERRY HILL
DEPARTMENT OF ENGINEERING
820 MERCER STREET, CHERRY HILL, NEW JERSEY

SCALE N.T.S.	DATE 5/15/26	DRAWN BY SVN	DSGN. BY MR	CHK'D. BY	DWG. NO.	SHEET NO. 1
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CONCRETE SIDEWALK, 4" THICK

NOTES:

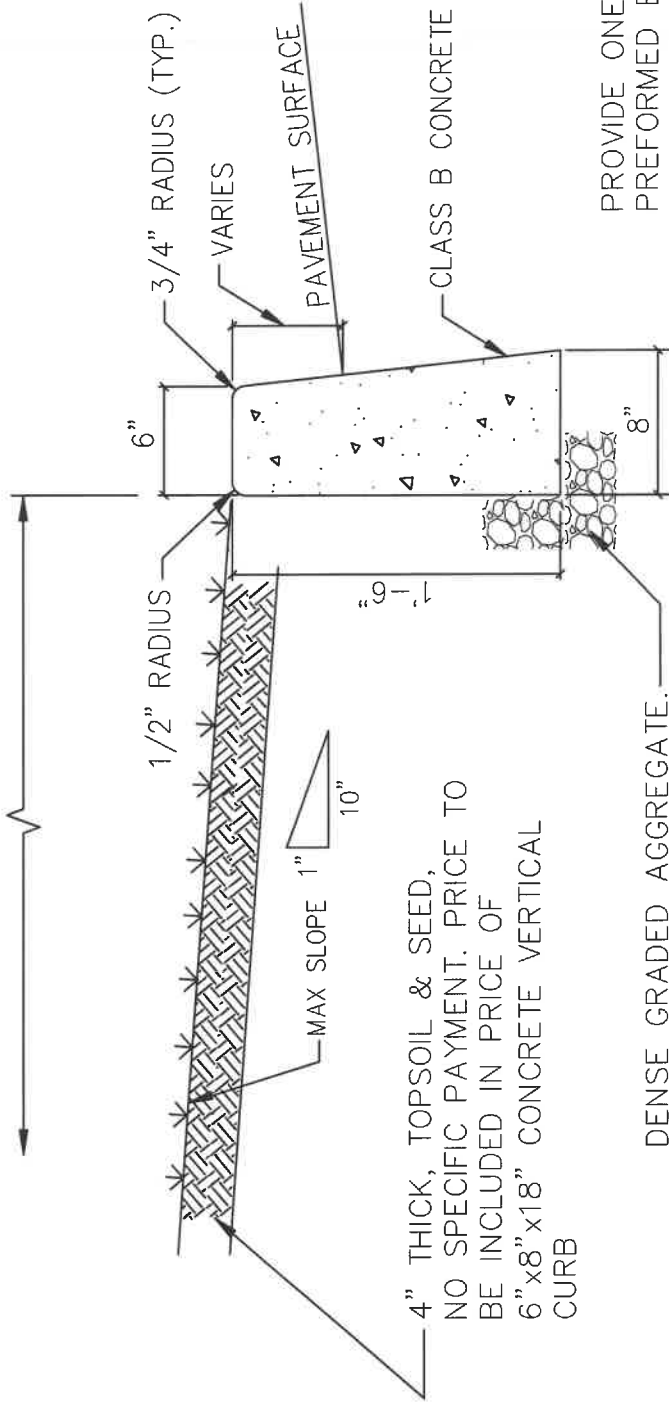
PROVIDE EXPANSION JOINT (SCORE) EVERY 4 LF.
 PROVIDE ONE HALF INCH (1/2").
 PREFORMED EXPANSION JOINT FILLER
 BITUMINOUS TYPE EVERY 20 LF.

N.T.S.

REVISED 5-7-24

TOWNSHIP OF CHERRY HILL		DEPARTMENT OF ENGINEERING		820 MERCER STREET, CHERRY HILL, NEW JERSEY	
SCALE	DATE	DRAWN BY	DSGN. BY	CHK'D. BY	DWG. NO.
N.T.S.	4/2/14	SVN			
					SHEET NO.
					3

DISTANCE VARIES,
MAX. SLOPE,
10:1 POSITIVE/NEGATIVE (MAX.)



4" THICK, TOPSOIL & SEED,
NO SPECIFIC PAYMENT. PRICE TO
BE INCLUDED IN PRICE OF
6" x 8" x 18" CONCRETE VERTICAL
CURB

DENSE GRADED AGGREGATE.
IF & WHERE DIRECTED
(SEPARATE PAY ITEM WITHIN
PROPOSAL)

PROVIDE ONE HALF INCH ($\frac{1}{2}$ ")
PREFORMED EXPANSION JOINT FILLER
BITUMINOUS TYPE EVERY 20 LF.
PROVIDE EXPANSION JOINT (SCORED)
EVERY 10 LF.

6" x 8" x 18" CONCRETE VERTICAL CURB

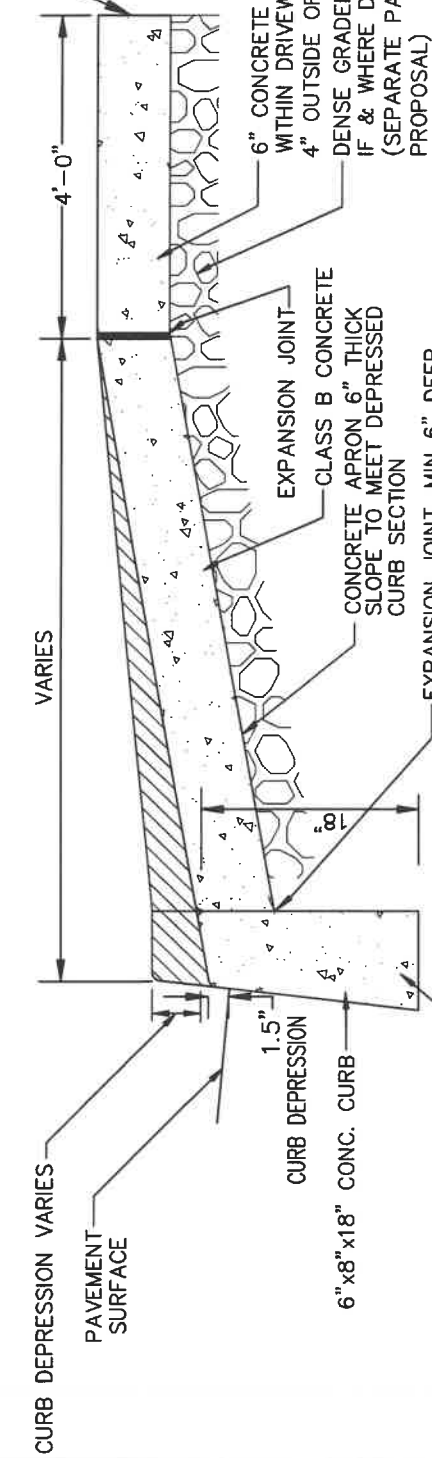
N.T.S.

REVISED 5-1-23

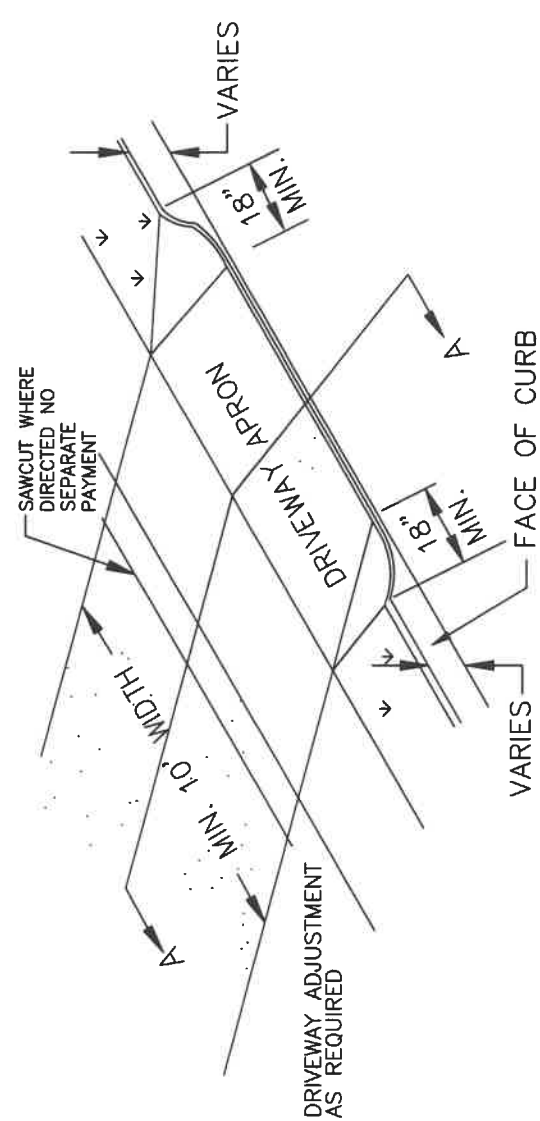
TOWNSHIP OF CHERRY HILL
DEPARTMENT OF ENGINEERING
820 MERCER STREET, CHERRY HILL, NEW JERSEY

SCALE N.T.S.	DATE 7/6/22	DRAWN BY SVN	DSGN. BY RDC	CHK'D. BY RDC/STM	DWG. NO.	SHEET NO. 1
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SAWCUT NEW JOINT AS NECESSARY & WHERE DIRECTED, NO SEPARATE PAYMENT. PRICE TO BE INCLUDED IN OTHER ITEMS OF THE PROPOSAL.



SECTION A-A VERTICAL CURB AND DRIVEWAY
N.T.S.



DEPRESSED VERTICAL CURB FOR DRIVEWAYS

N.T.S.
REVISED 5-1-23

TOWNSHIP OF CHERRY HILL
DEPARTMENT OF ENGINEERING
820 MERCER STREET, CHERRY HILL, NEW JERSEY

SCALE N.T.S.	DATE 6/17/22	DRAWN BY SVN	DSGN. BY CHK'D. BY	DWG. NO.	SHEET NO. 4
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END RAMP 12H:1V MAXIMUM
LONGITUDINAL SLOPE AND 2%
MAXIMUM CROSS SLOPE.

MAX SLOPE BOTH DIRECTIONS
OF LANDING AREA SHALL
BE 2.0%

ELEVATION h1

DETECTABLE WARNING SURFACE
WIDTH SHALL BE EQUAL TO
RAMP WIDTH (4' MIN.)

BEGIN RAMP 12H:1V MAXIMUM
SLOPE AND 2% MAXIMUM CROSS
SLOPE. GRADE BREAK SHALL BE
PERPENDICULAR TO CURB RAMP.

ELEVATION h2
SPEAR POINT EXTENDS TO CURB

NON-WALK SURFACE
(GRASS)

6" x 8" x 18" CONC. CURB CLASS B
(SEPARATE PAY ITEM WITHIN PROPOSAL)

18" MIN. (IF RAMP IS ADJACENT
TO NON WALK SURFACE)

AT LEAST ONE CORNER OF
DETECTABLE WARNING SURFACE
SHALL BE LOCATED AT BACK
OF CURB.

DEPRESSED CURB,
0" REVEAL

INSTALL LEVEL LANDING IN GAP BETWEEN
GRADE BREAK AND BACK OF CURB TO
PROVIDE A 2% MAXIMUM SLOPE. TRUNCATED
DOMES PERPENDICULAR TO GRADE BREAK
WHEN X IS GREATER THAN 5 FEET.

ADA RAMP DETAIL

(A.D.A CURB RAMP & DETECTABLE WARNING SURFACE)

N.T.S.
REVISED 5-16-24

TOWNSHIP OF CHERRY HILL
DEPARTMENT OF ENGINEERING
820 MERCER STREET, CHERRY HILL, NEW JERSEY

SCALE N.T.S.	DATE 6/17/22	DRAWN BY SYN	DSGN. BY	CHK'D. BY	DWG. NO.	SHEET NO. 18
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