

BOROUGH OF BUTLER
Morris County, New Jersey

CONTRACT DOCUMENTS
consisting of

NOTICE TO BIDDERS, PROPOSAL, CONTRACT, BONDS,
INSTRUCTIONS TO BIDDERS, GENERAL CONDITIONS,
SPECIAL CONDITIONS, TECHNICAL PROVISIONS
AND SPECIFICATIONS

for

WATER MAIN REPLACEMENT
SPRING STREET & BELLEVIEW TERRACE
Contract 2026.15

Community Development Funding

BOROUGH OFFICIALS

Ryan Martinez, Mayor
Alexander Calvi
Jose Guzman
Robert Meier
Britni Orcutt
Marc Piccirillo
Raymond Verdonik

Matthew Guilder, Administrator

prepared by

ANDERSON & DENZLER ASSOCIATES, INC.
Consulting Engineers

383 Ridgedale Avenue East Hanover, New Jersey



William D. Ryden
NJPE 24334

September 2026

CONTENTS

NOTICE TO BIDDERS	NB-1 - NB-2
INSTRUCTIONS TO BIDDERS.....	IB-1 - IB-11
PROPOSAL	P-1 - P-11
OWNERSHIP DISCLOSURE STATEMENT.....	OD-1 ð OD-3
FORM OF CONTRACT.....	C-1 - C-2
PROHIBITED RUSSIA-BELARUS ACTIVITIES & IRAN INVESTMENT ACTIVITIES	PA-1 ð PA-3
BID BOND.....	B-1
PAYMENT BOND	B-2 - B-3
PERFORMANCE BOND	B-4 - B-5
NOTICE OF AWARD	N-1
NOTICE TO PROCEED	N-2
GENERAL CONDITIONS.....	GC-1 - GC-29
SPECIAL CONDITIONS	SC-1 ð SC-2
SPECIFICATIONS.....	S-1 - S-15
Community Development Compliance Package	Appendix A
Davis-Bacon Wage Rates.....	Appendix B
Construction Plans, 4 Sheets	Appendix C

NOTICE TO BIDDERS

Notice is hereby given that sealed proposals will be received by the Borough of Butler, at 10:00 AM on September 30, 2026 in the Butler Municipal Building, One Ace Road, Butler, New Jersey, for the proposed water main replacement project on Spring Street and Bellevue Terrace.

The work to be performed shall consist of the furnishing of all labor, equipment, materials and all else necessary for the construction of approximately 1,200 lineal feet of 8" ductile iron water main, including new house services, hydrants and related appurtenances; and other miscellaneous related and appurtenant work.

The Contract must be completed within 45 calendar days commencing 20 calendar days from the date of issuance of the Notice of Award.

This Contract is subject to all of the Department of Labor Safety and Health Regulations and to the applicable provisions of the Occupational Safety and Health Act of 1970. All Fair Labor Standards Act regulations will apply to this Contract.

All bids shall be made on the forms furnished and shall be enclosed in a sealed envelope marked with the name and address of the Bidder, the name of the Owner, the Contract Number and Title.

Funding for this project is provided by the United States Department of Housing and Urban Development to the County of Morris. Therefore, the Federal Labor Standards Provisions and Davis Bacon wage rates and reporting will apply. In all cases, the stricter of the Federal labor laws, when applicable, or New Jersey Department of Labor and Workforce standards (including the NJ Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq., for public works projects) will apply. Attention is called to the fact that the contractor must ensure that employees and applicants for employment are not discriminated against because of their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Small, Minority and Women's Business Enterprises are encouraged to submit bids.

Each bid must be accompanied by a certified check, cashier's check, or bid bond in the amount of ten percent (10%) (not to exceed \$20,000) of the total bid, payable to the Owner, as a guarantee that if the contract is awarded to the Bidder he will enter into a contract with the Owner.

The successful Bidder will be required to furnish payment and performance bonds each in an amount equal to one hundred percent (100%) of the contract award. Each Bidder shall submit with his proposal a completed Consent of Surety Form, stating that the surety company will provide him with the required payment and performance bonds. Performance and payment bond companies must be listed under the OMB Circular 570.

During the performance of this contract, the contractor shall be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, regarding affirmative action.

Each bidder must complete the Ownership Disclosure Statement, the Non-Collusion Affidavit and the Affirmative Action Assurance Form contained in the proposal package in order to be eligible for consideration for award of this Contract. In addition, when applicable, the Bidder shall be required to submit a list of specialty trade subcontractors who will be used on the Project, along with a certificate pursuant to P.L. 1997, c.408.

The attention of the Bidder is called to the conditions of employment to be observed and minimum wage rates to be paid under the contract. The successful Bidder shall be required to comply with the provisions of the Department of Labor's current wage rate determination, The New Jersey Prevailing Wage Act, The Contract Work Hours and Safety Standards Act, The Davis-Bacon Act, The Copeland Act and Executive Orders 11246 and 11375. Executive Order 11246 (as amended by Executive Order 11375) requires an Affirmative Action Plan from all federal contractors and subcontractors and requires that firms with contracts over \$50,000 and 50 or more employees develop and implement written programs to be monitored by the Department of Labor. Revised Order 4 covers underutilization of females and minorities and Rule 401:2741 covers payment of dues in private clubs that discriminate on the basis of race, sex, religion, and national origin. Executive Order 11246 is enforced through compliance reviews during which the employer's Affirmative Action Compliance Plan and supporting EEO policies and practices are closely scrutinized.

Bidders shall be registered with the Department of Labor Division of Wage and Hour Compliance as required by the Public Works Contractor Registration Act (PWCRA) P.L. 1999, c.238-N.J.S.A. 34:11-56.48 et seq., and shall submit a copy of their registration certificate with the proposal package in order to be eligible for consideration for award of this Contract.

This Contract is subject to the provisions of the Business Registration Law, P.L. 2004, c. 57, N.J.S.A. 52:32-44, and bidders must submit a copy of their registration certificate with the proposal package in order to be eligible for consideration for award of this Contract.

Contract Documents for the proposed work are on file in the office of the Borough Clerk, One Ace Road, Butler, New Jersey, and at the office of the Consulting Engineer, Anderson & Denzler Associates, Inc., 383 Ridgedale Avenue, East Hanover, New Jersey, and may be inspected by prospective bidders during office hours. Contract Documents may be obtained only at the office of the Consulting Engineer, upon request made by any bona fide prospective bidder by calling 973-887-2270 or by email to mail@anderson-denzler.com. The Contract Documents will be provided in PDF format at no charge. Documents are also provided on The Borough of Butler's Bidnetdirect.com profile.

The Contract will be awarded to the lowest responsible bidder, as set forth in the Contract Documents, the right being reserved by the Borough to reject all proposals or any proposal which may be informal or the acceptance of which for any other reasons would be detrimental to the best interests of the Borough, and to waive informalities.

By the direction of the Mayor and Borough Council of the Borough of Butler,
Matthew Guilder
Administrator

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

1.0 DEFINITIONS

The attention of bidders is directed to Article 1.0 of the General Conditions wherein definitions of Contract terms are given.

2.0 BIDDER'S EXAMINATION AND INSPECTION

Bidders must thoroughly examine the Contract Documents, must visit the locations of the work, inform themselves of the conditions at the sites of the work, and make their own estimates of the facilities, and difficulties attending the execution of the work. Failure to perform the above will not relieve the successful bidder of his obligation to perform and complete the construction in accordance with the Contract Documents.

3.0 PROPOSALS

All bids shall be made on the form of Bid or Proposal contained herein. Each proposal, when submitted, must be enclosed in a sealed envelope endorsed with the name and address of the Bidder, and endorsed with the name of the Owner, the Contract Number, and Title. Said sealed envelope shall be delivered to the Owner at the time and place, and marked to the attention of the person, all as designated in the Notice to Bidders.

Proposals must be typed or written in ink on the blank forms provided. Prices must be given both in writing and in numerical values. In the case of a difference, the written price shall govern. In the event of a mathematical error in any price extension(s), and/ or in the total bid figure, the Owner will recalculate same using the written price(s); and the resulting recalculated bid price will be used in determining the actual bid amount.

Proposals which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations or irregularities of any kind, may be rejected as informal. If any information required herein is not provided, the proposal shall be deemed irregular and for which cause may be rejected as informal and not considered.

No proposal, after it shall have been opened, shall be withdrawn except as may be permitted hereinafter at Paragraphs 5.0 and 16.0.

4.0 CERTIFIED CHECK, CASHIER'S CHECK OR BID BOND

Each proposal must be accompanied by a certified check, cashier's check, or bid bond in an amount equal to ten percent (10%) of the total bid or \$20,000, whichever is smaller, as a guarantee of the good faith of the bidder and for the proper execution of the Contract and filing of the necessary bond as hereinafter provided. A Consent of Surety Statement from a surety company authorized to do business in the State of New Jersey, agreeing to furnish the required contract bonds upon award of the Contract, shall also accompany each proposal. Surety companies executing bonds must appear on the Treasury Department's most current list, (Circular OMB 570 as amended) if Federal funding is involved, or if otherwise stipulated.

Unless otherwise requested by the bidder, within ten (10) days of opening of bids (Sundays and Holidays excepted), the Owner will return the certified or cashier's checks or bid bonds of all except the three (3) lowest responsible bidders. The bids of those bidders whose bid

security has been returned will be considered as withdrawn. Within three (3) days (Sundays and Holidays excepted) after the award and execution of the Contract, and after the approval of the successful bidder's payment and performance bonds, the certified checks or bid bonds of the remaining unsuccessful bidders and of the successful bidder will be returned.

5.0 AWARD OF THE CONTRACT

The Contract will be awarded to the lowest formal and responsible bidder who, in the judgement of the officials of the Owner, is best qualified to do this work; and the Owner reserves the right to reject any or all bids and to waive informalities. Proposals which do not show adequate proof of the qualifications of the bidder or do not otherwise conform to the requirements of this Contract, will be rejected.

The award of the Contract will be made by the Owner as soon as practicable after the acceptance of the bids, and the Contract will be awarded or all bids will be rejected within sixty (60) days after the opening of the bids, except that the bids of any bidders who consent thereto, may, at the request of the Owner, be held for consideration for such longer period as may be agreed.

No bidder may withdraw his bid for a period of sixty (60) days after the date of opening bids, but may do so at any time prior to the time for the opening thereof; except for Bidders claiming a mistake under N.J.S.A. 40A:11-23.3 as further described at Paragraph 16.0 herein.

6.0 EXECUTION OF CONTRACT AND BOND

The bidder to whom the Contract is awarded will be required to execute the Contract and furnish the performance bond and payment bond within twenty (20) calendar days from the date when the Notice of Award is delivered to the bidder. The Notice of Award shall be accompanied by the necessary Contract forms. In case of failure of the bidder to execute the Contract within the time above stated, the Owner may at his option consider the bidder in default, in which case the certified check or bid bond accompanying the proposal shall become the property of the Owner.

The Owner, within ten (10) days of receipt of acceptable performance bond, payment bond, and Contract, signed by the party to whom the contract was awarded, shall sign the Contract and return to such party an executed duplicate of the Contract. Should the Owner not execute the Contract within such period, the bidder may by written notice withdraw his signed Contract. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

As soon as practicable after the execution of the Contract by the Owner, a Notice to Proceed shall be issued to the Contractor. Said Notice to Proceed shall state the date on which the Contractor is to start work, the time for completion, and the completion date. Should there be reasons why the issuance of the Notice to Proceed may be delayed, the time of issuance may be extended by mutual agreement between the Owner and the Contractor.

7.0 PAYMENT AND PERFORMANCE BONDS

The Contractor, as part of the performance of this Contract, shall furnish and deliver to the Owner a performance bond and a payment bond, each in the amount of 100 percent of the Contract price, for the faithful performance by the Contractor of all the covenants and agreements on the part of the Contractor contained in this Contract, including the safeguarding of the Owner against infringements of any and all patents and the guaranteeing of the materials and workmanship and for the protection of all persons furnishing material and labor for the construction of this Contract to the Contractor or subcontractors.

Said bonds shall be with a corporate surety approved by the Owner, and shall be substantially in the form included in the Contract Documents, and must stipulate that any change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or in the specifications accompanying same shall not affect the surety's obligation for the bond, and must further provide for a waiver of notice of same.

Attorneys-in-fact who sign bid bonds or payment bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

8.0 QUALIFICATIONS OF BIDDERS

Each proposal shall contain adequate proof of the qualifications of the bidder to perform in a satisfactory manner all the work covered by the Contract documents within the time specified in the Contract. This proof shall be fully recorded in the form of Bid or Proposal on pages left blank for that purpose.

This record shall show among other things:

- (a) That the bidder has a competent organization which performed work similar in amount, value, cost, character, and proportions.
- (b) That he has available for immediate use on the work, the necessary plant and equipment.
- (c) The names of all officers of the bidder corporation.
- (d) The name of the executive who will give personal attention to the work whenever so desired by the Owner or Engineer.

The Owner may make such investigations as it deems necessary to determine the ability of the bidder to perform the work in a satisfactory manner and within the time stipulated, and that he has had experience in performing work of the same or similar nature. The bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request.

9.0 AFFIRMATIVE ACTION

9.1 Requirements for Construction Contracts

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, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, 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 Division 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 Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division , that its

percentage of active òcard carryingó 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 to 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 procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division 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 Division, 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 Division. 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 paragraph (i) above, whenever vacancies occur. At the request of the Division, 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 Division.

- (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 Division and submitted promptly to the Division 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 Division an initial project workforce report (Form AA 201) provided to the public agency by the Division 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 Division 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 Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division 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 Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

9.2 Requirements for Procurement or Services Contracts

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 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers's 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.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus,

colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division 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 Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.

10.0 BUY AMERICAN

In accordance with N.J.S.A. 40A: 11-18, only manufactured products of the United States, wherever available, shall be used for the work to be performed under this Contract.

11.0 EQUAL BIDS

When two or more bids are equal in all respects, award may be made at the discretion of the Owner by a lottery drawing which shall be witnessed by at least three (3) persons and which may be attended by the bidders or their representatives.

12.0 SALES TAX

The Owner is a body politic and corporate and as such is qualified under the New Jersey Sales Tax Law for exemption from the sales tax.

13.0 SUBCONTRACTORS

When applicable in accordance with P.L. 1997, c. 408, the Bidder shall include with his Proposal a list of names of the subcontractors to be utilized for the Project. Additionally, in accordance with P.L. 1997, c. 408, Bidders who will use more than one subcontractor for any of the specialty trades enumerated in N.J.S.A. 40A:11-16, must submit a certificate, simultaneously with his bid, listing each subcontractor named for the particular specialty trade. The certificate shall set forth the scope of work for which the subcontractor has submitted a price quote and which the Bidder has agreed to award to the subcontractor should the Bidder be awarded the Contract. If the Bidder fails to submit the required certificate, the Owner shall award the Contract to the next lowest responsive and responsible bidder.

14.0 NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

In accordance with P.L. 2004, c. 57, the Bidder shall include with his Proposal a copy of the Business Registration Certificate issued by the Department of the Treasury, Division of Revenue. In addition, the contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001,c.134(C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977,c.110(C.5:12-92) or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

15.0 PROMPT PAY LAW - N.J.S.A. 2A:30A

As per the provisions of N.J.S.A. 2A:30A-2, the Owner, being a public or governmental entity, hereby notifies the Bidder that the entity's governing body is required to vote on authorizations for each periodic payment, final payment or retainage monies. Therefore, the Owner will utilize the exception to the 30-day payment period and billing may be approved and certified at the next scheduled public meeting of the entity's governing body, and paid during the entity's subsequent payment cycle.

16.0 WITHDRAWAL OF BID - N.J.S.A. 40A:11-23.3

N.J.S.A. 40A:11-23.3 authorizes a bidder to request withdrawal of a public works bid due to a mistake on the part of the bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation.

A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, in writing, by certified or registered mail to the bidding entity. The bidder must request withdrawal of a bid due to a mistake, as defined by the law, within five (5) business days after the receipt and opening of the bids.

A bidder's request to withdraw the bid shall contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the Owner's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-2.3.

The Owner will not consider any written request for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by a bidder in the preparation of a bid proposal unless the postmark of the certified or register mailing is within the five (5) business days following the opening of bids.

17.0 LIQUIDATED DAMAGES

This contract includes provisions for liquidated damages for failure to complete the work within the prescribed time requirements. The bidder's attention is directed to Article 4.0 of the General Conditions for the full language on liquidated damages.

PROPOSAL

PROPOSAL

TO the Borough of Butler (hereinafter called "Owner").

FOR the construction and installation of the proposed municipal improvements, in strict accordance with the Contract Documents.

BY _____

(Name and Address)

(hereinafter called "Bidder"), organized and existing under the law of the State of _____, and doing business as a(n) _____ (corporation, partnership, or individual).

The party above named, as Bidder, declares that the only persons or parties interested in this Proposal as principals are named above; that this Proposal is made without any connection with any other person, firm, or corporation making a Proposal for the same purpose; that the Proposal is in all respects fair and without collusion or fraud, and that no officer or employee of the Owner is, shall be, or will become, directly or indirectly, interested as a contracting party, partner, stockholder, surety or otherwise, in the performance of the contract, or in the supplies, work or business to which it relates, or in any portion of the profits thereof; that he has examined the sites of the work, the Contract Documents and the Drawings therein referred to, and has read the Instructions to Bidders hereto attached; and he proposes and agrees, if this Proposal be accepted, that he will Contract with the Owner, in the form of Contract hereto attached, to furnish all the materials, labor and equipment, and all else necessary to perform all work specified in the Contract Documents in the manner and time therein specified, for the following price or prices; to wit:

Contractor's Proposal

WATER MAIN REPLACEMENT
SPRING STREET & BELLEVIEW TERRACE
 Contract 2026.15

The descriptions given for each bid item are limited. Bidders are directed to the Specifications for complete descriptions of the items listed in the Proposal. Bid prices must be based on said complete descriptions.

The estimated quantities listed in this Proposal are for comparison of bids only. The Contractor shall be paid for the actual quantities of work which are completed as per the Contract Drawings and/or as directed by the Engineer, and which are measured as specified in the Contract Documents. For the furnishing and installation of the work, in accordance with the Contract Documents, the following prices:

<u>ITEM NO.</u>	<u>ESTIMATED QUANTITY</u>	<u>DESCRIPTION AND UNIT PRICE IN BOTH WORDS AND FIGURES</u>	<u>AMOUNT</u>
1	L.S.	Site preparation and restoration; for the lump sum price of \$_____.	
		_____ Dollars	
		and _____ Cents	\$ _____
2	1,200 L.F.	8" Class 52 DIP water main; for the unit price of \$_____ per lineal foot.	
		_____ Dollars	
		and _____ Cents	\$ _____
3	1 EA.	6" x 6" wet tap; for the unit price of \$_____ each.	
		_____ Dollars	
		and _____ Cents	\$ _____
4	1 EA.	8" x 8" wet tap; for the unit price of \$_____ each.	
		_____ Dollars	
		and _____ Cents	\$ _____
5	3 EA.	Fire hydrant assembly, complete; for the unit price of \$_____ each.	
		_____ Dollars	
		and _____ Cents	\$ _____

<i>ITEM NO.</i>	<i>ESTIMATED QUANTITY</i>	<i>DESCRIPTION AND UNIT PRICE IN BOTH WORDS AND FIGURES</i>	<i>AMOUNT</i>
6	10 EA.	WS-1 water service, 3/4", near side; for the unit price of \$_____ each. _____ Dollars and _____ Cents	\$ _____
7	18 EA.	WS-1 water service, 3/4", far side; for the unit price of \$_____ each. _____ Dollars and _____ Cents	\$ _____
8	500 C.Y.	Quarry process select backfill; for the unit price of \$_____ per cubic yard. _____ Dollars and _____ Cents	\$ _____
9	50 C.Y.	Rock excavation; for the unit price of \$_____ per cubic yard. _____ Dollars and _____ Cents	\$ _____
10	900 S.Y.	5" HMA 19M64 base pavement; for the unit price of \$_____ per square yard. _____ Dollars and _____ Cents	\$ _____
11	L.S.	Water main decommissioning and abandonment; for the lump sum price of \$_____. _____ Dollars and _____ Cents	\$ _____
12	L.S.	Road openings, traffic control measures & emergency access coordination; for the lump sum price of \$_____. _____ Dollars and _____ Cents	\$ _____
TOTAL BID			\$ _____

The bidder is required to list below, all work similar in character to the work of this Project, which he has completed within the past five years. The Bidder shall state for each job the name, address, and phone number of the owner; the value of the contract; the award and completion dates of the contract; whether he was the general contractor or a sub-contractor; the nature of the work; and the name, address and phone number of the owner's engineer or superintendent. (Attach additional sheets as required).

[illegible]

BIDDER QUESTIONNAIRE

1. Name and address of contracting firm:

Phone _____ Fax _____

Email _____

2. Names and addresses of all officers of the corporation, or all persons interested in the foregoing bid as principals:

<u>Name</u>	<u>Address</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. Has any member of the firm or officer of the corporation been in bankruptcy?

If yes, give particulars _____

4. Has any member of the firm, or officer of the corporation, been an officer in a corporation which has been in a bankruptcy? _____

If yes, give particulars _____

5. Has your firm or corporation ever defaulted or been declared in default on any contract?

If yes, give particulars _____

6. How many years has your present organization been in the contracting business? _____

7. List 2 or 3 general business references.

<u>Name</u>	<u>Type of Business</u>	<u>Address</u>	<u>Phone</u>
-------------	-------------------------	----------------	--------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

8. List bank references.

<u>Name</u>	<u>Address</u>	<u>Phone</u>
-------------	----------------	--------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

9. List equipment owned by your organization which is available for immediate use on this project.

10. Number of permanent employees in your organization:

Supervisory _____

Labor _____

Operators _____

11. How many additional employees are contemplated for this work?

Supervisory _____

Labor _____

Operators _____

NON-COLLUSION AFFIDAVIT

STATE OF _____

SS:

COUNTY OF _____

I, _____ of _____
 (Name of Affiant) (Municipality)

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 _____,
 (Title of Position) (Name of Bidder)

the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, 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 Owner relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or agent 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 bonafide established commercial or selling agencies maintained by _____
 (Name of Bidder)

Signature of Affiant _____

Typed or Printed Name of Affiant _____

Address of Affiant _____

Subscribed and sworn to

before me this _____ day of

_____, _____

IDENTIFICATION OF SUBCONTRACTORS

For projects involving public building(s) as required by N.J.S.A. 40A:11-16, bidders must identify all subcontractors with whom they propose to contract for the hereindescribed project. The subcontractors listed herein must actually be used for the work.

For subcontracted trades requiring licenses or permits, Bidders must provide license and/or permit numbers, expiration dates and copies of the documents. If a Bidder intends to perform any portions of the work involving licensed/permitted trades, he must list himself as the applicable subcontractor and provide the above specified information.

Subcontractor Name: _____

Address: _____

Nature of Work: _____

Trade: _____

License/Permit: _____

Subcontractor Name: _____

Address: _____

Nature of Work: _____

Trade: _____

License/Permit: _____

Subcontractor Name: _____

Address: _____

Nature of Work: _____

Trade: _____

License/Permit: _____

Subcontractor Name: _____

Address: _____

Nature of Work: _____

Trade: _____

License/Permit: _____

Subcontractor Name: _____

Address: _____

Nature of Work: _____

Trade: _____

License/Permit: _____

AFFIRMATIVE ACTION ASSURANCE FORM

During the performance of this contract, the contractor agrees to comply with P.L. 1975, C.127, regarding affirmative action and the regulations promulgated thereunder as set forth in the Contract Documents.

FOR PROCUREMENT OR SERVICE CONTRACTS, the contractor to whom the Contract is awarded is required to submit to the Owner, prior to or at the time the contract is submitted for signing by the Owner (in accordance with N.J.A.C. 17:27-3.3(a) promulgated by the Treasurer pursuant to P.L. 1975, c. 127), one of the following three documents:

1. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program; or
2. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4; or
3. An initial Employee Information Report consisting of forms provided by the Affirmative Action Office in the New Jersey Department of Treasury and completed by the contractor in accordance with N.J.A.C. 17:27-4. Blank forms (NJ Form AA302) are available from the Affirmative Action Office or the Owner.

FOR CONSTRUCTION CONTRACTS WHICH ARE NOT SUBJECT TO A FEDERALLY APPROVED OR SANCTIONED AFFIRMATIVE ACTION PROGRAM, no later than three (3) days after signing a construction contract, the contractor is required to submit to the Owner and the Affirmative Action Office an initial project manning table consisting of forms provided by the affirmative action office (NJ Form AA201) and completed by the contractor in accordance with N.J.A.C. 17:27-7.

PLEASE INDICATE WHICH COMPLIANCE DOCUMENTATION YOU WILL PROVIDE IN THE EVENT THE CONTRACT IS AWARDED TO YOUR FIRM, AND ACKNOWLEDGE RECEIPT OF THE AFFIRMATIVE ACTION REQUIREMENTS BY SIGNING BELOW.

- ☐ Evidence that an existing federally approved or sanctioned affirmative action program is in effect.
- ☐ A certificate of employee information report approval, certificate No. _____
- ☐ An initial Employee Information Report completed by the contractor in accordance with N.J.A.C. 17:27-4.

Firm Name _____

Name of Representative _____

Signature _____

Title _____ Date _____

BID SUBMISSION CHECKLIST

- A. Failure to submit any of the following documents is a mandatory cause for the bid to be rejected (N.J.S.A. 40A:11-23.2). The bidder shall check and initial at each item as acknowledgement that the item has been provided:

- | | | |
|--------------------------|---|----------------|
| ☐ | Bid guarantee as required by N.J.S.A. 40A:11-21. | Initials _____ |
| ☐ | Certificate from a surety company pursuant to N.J.S.A. 40A:11-22. | Initials _____ |
| ☐ | Statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2. | Initials _____ |
| ☐ | A listing of subcontractors. | Initials _____ |
| ☐ | If applicable, bidder's acknowledgement of receipt of addenda to specifications or bid documents. | Initials _____ |

- B. Failure to submit any of the following documents may be a cause for the bid to be rejected. (N.J.S.A. 40A:11-23.1b.)

- | | | |
|--------------------------|--|----------------|
| ☐ | Bidder's and Subcontractors Business Registration Certificates, pursuant to P.L. 2004, C.57. | Initials _____ |
| ☐ | Consent of Surety as to a Labor and Material Payment Bond | Initials _____ |
| ☐ | Submission of a Non-Collusion Affidavit (this form must be Notarized) | Initials _____ |
| ☐ | Affirmative Action Assurance Form | Initials _____ |
| ☐ | Public Works Contractor Registration Certificate, pursuant to P.L. 1999, c.238 | Initials _____ |
| ☐ | Prohibited Russia-Belarus Activities & Iran Investment Activities, as required by N.J.S.A. 40A:11-2.1. | Initials _____ |

- C. The undersigned hereby acknowledges and has submitted the above listed requirements.

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Print Name and Title: _____

Date: _____

Accompanying this Proposal are the following items as required by the Contract Documents:

Certified check or bid bond for the sum of \$_____

Consent of Surety Statement, dated _____, _____

Public Works Contractor Registration Certificate, dated _____, _____

Business Registration Certificate, dated _____, _____

Prohibited Russia-Belarus Activities & Iran Investment
Activities, dated _____, _____

The Bidder acknowledges receipt of the following Addenda:

No. _____ dated _____ Initials _____

No. _____ dated _____ Initials _____

No. _____ dated _____ Initials _____

No. _____ dated _____ Initials _____

The Bidder, as attested by signature below, formally makes this Proposal and acknowledges the submission of all information required on foregoing pages P-1 through P-11.

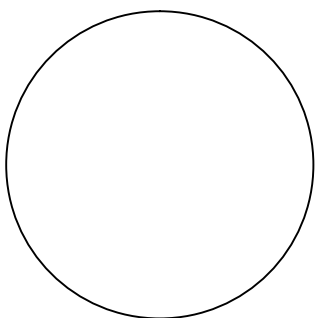
Proposal respectfully submitted:

(Signature)

(Title)

(Date)

(Address)



SEAL if Bid is by a corporation

OWNERSHIP DISCLOSURE STATEMENT

OWNERSHIP DISCLOSURE STATEMENT

Name of Business _____

Address of Business _____

Name of Person Completing This Form _____

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth 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.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid or proposal.

Part I

Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
☐ Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership
☐ Limited Liability Company
☐ For-profit Corporation (including Subchapters C and S or Professional Corporation)
☐ Other (be specific): _____

Part II

- ☐ I certify that 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.

or

- ☐ I certify that 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 that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

Sign and notarize the form below, and, if necessary, complete the list below. (Please attach additional sheets if more space is needed):

Name _____
 Address _____

Name _____
 Address _____

Name _____
 Address _____

Name _____
 Address _____

Name _____
 Address _____

Name _____
 Address _____

Part III Any Direct or Indirect Parent Entity Which is Publicly Traded

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.

☐ Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

or

☐ Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

and

☐ Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

Signature of Affiant_____

Printed Name of Affiant_____

Address of Affiant_____

Subscribed and sworn to

before me this _____ day of

_____, _____

Notary Public

My Commission expires_____

CONTRACT

WATER MAIN REPLACEMENT
SPRING STREET & BELLEVIEW TERRACE
Contract 2026.15

THIS CONTRACT, made this _____ day of _____ in the year _____, by and between the Borough of Butler, a body politic and corporate of the State of New Jersey, and hereinafter called the Owner, party of the first part, and

hereinafter called the Contractor, party of the second part.

WITNESSETH, that in consideration of the agreements herein contained, to be performed by the parties hereto, and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1. The Contractor will commence and complete the construction of the proposed utility improvements in Butler, New Jersey.
2. The Contractor will furnish all of the materials, supplies, tools, equipment, labor and all else necessary for the completion of the Project described herein. The Contractor will finish the Project in an expeditious, substantial and workmanlike manner, to the satisfaction of the Owner and the Engineer.
3. The Contractor will begin the work as soon as practicable after receipt of the Notice to Proceed from the Owner, and will complete the work within 45 calendar days unless the period for completion is extended by other provisions of the Contract Documents. Said completion period shall commence 20 calendar days after the date of the issuance of the Notice of Award.
4. The Contractor agrees to perform all of the work described in the Contract Documents and agrees to comply with all the terms therein, for the price or prices submitted by him in his Proposal. Said prices shall be full compensation for the completion of the entire Project, and for all losses and damages arising out of the nature of the work, or from the action of the elements or from any unforeseen difficulty encountered in the prosecution of the work; and for all risks of any kind connected with the work, and for all expenses incurred by or in consequence of the work.
5. The term "Contract Documents" means and will consist of, the Notice to Bidders; Instructions to Bidders; Proposal; Bid Bond; Form of Contract; General Conditions; Special Conditions; Payment Bond; Performance Bond; Notice of Award; Notice to Proceed; Drawings or Plans; Specifications; General Requirements; and Addenda. The Contract Documents enumerated above are hereby made part of this Contract as though they were physically attached hereto, and by execution of this Contract the Contractor acknowledged that he has examined and is familiar with the contents of the said Contract Documents.

6. The Owner will make payments to the Contractor in the manner and at such times as set forth in the General Conditions, in such amounts as required by the Contract Documents.
7. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. The Contractor herein represents that neither the Contractor nor any person owning 5% or more of the stock or equity interest in the Contractor's business has been convicted of an offense under N.J.S.A. 2A:93-2, 2A:93-6 or 2A:97-1 subsequent to September 13, 1977. This representation is made pursuant to P.L. 1977, Chapter 214.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in four (4) original counterparts, the day and year first above written.

BOROUGH OF BUTLER

BY: _____

Attest:

(Name of Contractor)

BY: _____

Attest:

If the Contractor is a corporation, the signature of the proper officers and the corporation seal shall be affixed.

CERTIFICATE OF BOROUGH COUNSEL

I, the undersigned, the duly authorized Counsel for the Borough of Butler, do hereby certify that I have personally examined the contents of the foregoing Contract and all the Contract Documents for the construction and installation of the proposed utility improvements in Butler, described herein, and have found same to be regular and binding on all parties concerned.

Dated _____, _____

Borough Counsel

PROHIBITED RUSSIA-BELARUS ACTIVITIES & IRAN INVESTMENT ACTIVITIES

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.

CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment 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. (Skip Part 2 and sign and complete the Certification below.)

Part 2: Additional Information

CONTRACT AMENDMENTS AND EXTENSIONS

☐

I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. 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. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY

☐

I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if 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 Owner is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts to notify the Owner 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. 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 Owner and that the Owner at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)		Title	
Signature		Date	

BID BOND
PAYMENT BOND
PERFORMANCE BOND
NOTICE OF AWARD
NOTICE TO PROCEED

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
 _____ as Principal, and
 _____ as Surety, are hereby held and firmly
 bound unto _____ as OWNER in the penal
 sum of \$ _____ for the payment of which, well and truly to be
 made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, _____. The Condition of
 the above obligation is such that whereas the Principal has submitted to the
 OWNER a certain BID, attached hereto and hereby made a part hereof to enter into
 a contract in writing, for the _____

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal _____

Surety _____

By: _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars,
(\$_____) in lawful money of the United States, for the payment of
which sum well and truly to be made, we bind ourselves, successors, and assigns,
jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered
into a certain contract with the OWNER, dated the _____ day
of _____, _____, a copy of which is hereto attached and made a
part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons,
firms, SUBCONTRACTORS, and corporations furnishing materials for or performing
labor in the prosecution of the WORK provided for in such contract, and any
authorized extension or modification thereof, including all amounts due for
materials supplies, fuels, repairs on machinery, equipment and tools, consumed or
used in connection with the construction of such WORK, and all insurance
premiums on said WORK, and for all labor, performed in such WORK whether by
SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to
remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, _____.

ATTEST:

Secretary

(Seal)

Witness as to Principal

Address

Principal

by _____

Name

Address

ATTEST:

Witness as to Surety

Address

Surety

by _____

Attorney-in-Fact

Address

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars,
(\$_____) in lawful money of the United States, for the payment of
which sum well and truly to be made, we bind ourselves, successors, and assigns,
jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered
into a certain contract with the OWNER, dated the _____ day
of _____, _____, a copy of which is hereto attached and
made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties,
all the undertakings, covenants, terms, conditions, and agreements of said contract
during the original term thereof, and any extensions thereof which may be granted
by the OWNER, with or without notice to the surety and during the one year
guaranty period, and if he shall satisfy all claims and demands incurred under such
contract, and shall fully indemnify and save harmless the OWNER from all costs
and damages which it may suffer by reason of failure to do so, and shall reimburse
and repay the OWNER all outlay and expense which the OWNER may incur in
making good any default, then this obligation shall be void; otherwise to remain in
full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, _____.

ATTEST:

Secretary

(Seal)

Witness as to Principal

Address

Principal

by _____

Name

Address

ATTEST:

Witness as to Surety

Address

Surety

by _____

Attorney-in-Fact

Address

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

NOTICE OF AWARD

To: _____

Project Description: _____

The OWNER has considered the BID submitted by you on _____, _____, for the above described WORK in response to its Notice to Bidders and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$_____. You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond and certificates of insurance within twenty (20) calendar days from the date of this Notice to you. If you fail to execute said Agreement and to furnish said Bonds within twenty (20) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, _____.

By _____

Title _____

Signed _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged this

the _____ day of _____, _____

By _____

Title _____

NOTICE TO PROCEED

To: _____ Date: _____

Project _____

You are hereby notified that the WORK under the above referenced Agreement is to commence on or before _____, _____.

As stipulated in the Contract Documents, and you are to complete the WORK within

_____ consecutive calendar days commencing 20 calendar days after the date of issuance of the Notice of Award which was _____.

The date of completion of all WORK is therefore _____, _____.

You are required to return an acknowledged copy of this Notice to Proceed to the OWNER.

By _____

Title _____

Signed _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

this the _____ day of _____, _____

by _____

Title _____

GENERAL CONDITIONS

GENERAL CONDITIONS

- | | |
|--|---|
| 1. Definitions | 16. Engineer's Authority and Field Observation |
| 2. Schedules, Preconstruction Conference and Reports | 17. Shop Drawings and Samples |
| 3. Drawings and Specifications | 18. Tests and Inspections |
| 4. Time for Completion and Liquidated Damages | 19. Correction of Work and Neglected Work |
| 5. Assignments | 20. Safety, Protection and Emergencies |
| 6. Ownership of Documents and Record Documents | 21. Supervision by the Contractor |
| 7. Work by Others | 22. Contract Security |
| 8. Change of Contract Price and Cash Allowances | 23. Insurance |
| 9. Changes in the Work | 24. Progress Payments |
| 10. Access to the Work | 25. Substantial Completion, Final Payment, and Releases |
| 11. Subcontracts | 26. Guarantee and Maintenance of Work |
| 12. Materials and Substitutions | 27. Indemnification |
| 13. Patents | 28. Owner's Right to Complete the Work |
| 14. Permits, Regulations and Taxes | 29. Owner's Right to Suspend Work |
| 15. Lands, Rights-of-Way, and Subsurface Conditions | 30. Owner's Right to Terminate |
| | 31. Contract Disputes |

1.0 DEFINITIONS

Wherever used in the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

1.1 Addenda - Written or graphic instruments issued prior to the execution of the Contract which modify or interpret the Contract Documents, by additions, deletions, clarifications or corrections.

1.2 Bid - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.

1.3 Bidder - Any person, firm or corporation submitting a bid for the work.

1.4 Bonds - Bid, performance, and payment bonds and other instruments of security, furnished by the Contractor and his Surety in accordance with the Contract Documents.

1.5 Change Order - A written order to the Contractor signed by the Owner authorizing an addition, deletion, or revision in the work, or an adjustment in the Contract price or the Contract time issued after execution of the Contract.

1.6 Contract - The written agreement between the Owner and the Contractor covering the work to be performed.

1.7 Contract Documents - The Contract, including Notice to Bidders, Instructions to Bidders, Proposal, Bid Bond, Form of Contract, General Conditions, Special Conditions, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Drawings or Plans, Specifications, General Requirements, and Addenda.

1.8 Contract Price - The total monies payable to the Contractor under the Contract Documents.

1.9 Contract Time - The number of calendar days stated in the Contract Documents for the completion of work.

1.10 Contractor - The person, firm or corporation with whom the Owner has executed the Contract. Any order given by the Owner, Engineer or their representatives, to the Manager, Superintendent or Foreman of the Contractor shall have the same force and effect as if given to the Contractor.

1.11 Counsel - The person or firm holding the position or acting in the capacity of legal counsel for the Owner in the performance of the work contemplated.

1.12 Drawings or Plans - The part of the Contract Documents which show the character and scope of the work to be performed and which have been prepared or approved by the Engineer.

1.13 Engineer - The person, firm or corporation holding the position or acting in the capacity of engineer for the Owner in the performance of the work contemplated.

1.14 Field Order - A written order effecting a change in the work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.

1.15 Modification - A written amendment of the Contract Documents signed by both parties after the execution of the Contract.

1.16 Notice of Award - The written notice of the acceptance of the bid from the Owner to the successful bidder.

1.17 Notice to Proceed - Written communication issued by the Owner to the Contractor authorizing him to proceed with the work and establishing the date of commencement of the work.

1.18 Owner - A public or quasi-public body or authority for whom the work is to be performed.

1.19 Project - The entire construction or undertaking to be performed as provided in the Contract Documents.

1.20 Proposal - The offer or bid of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.

1.21 Project Representative - The authorized representative of the Owner who is assigned to the Project or any parts thereof.

1.22 Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material, or some portion of the work.

1.23 Specifications - A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

1.24 Subcontractor - An individual, firm, or corporation having a direct contract with the Contractor, or with any other subcontractor for the performance of a part of the work at the site.

1.25 Substantial Completion - The date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there be no such certification, the date when final payment is made.

1.26 Supplier - Any person or organization who supplies materials or equipment for the work, including special fabrication, but who does not perform labor at the site.

1.27 Surety - Any person, firm or corporation that has executed as surety the Contractor's Bid Bond, Payment Bond, Performance Bond, or other instruments of security, securing the performance of the Contract.

1.28 Work - Any and all obligations, duties and responsibilities necessary for the successful completion of the Project assigned to or undertaken by the Contractor under the Contract Documents including the furnishing of all labor, materials, equipment, and other incidentals.

1.29 Written Notice - Any notice to any party of the Contract relative to any part of this Contract in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative.

2.0 SCHEDULES, PRECONSTRUCTION CONFERENCE AND REPORTS

2.1 The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable or as required by the Contract Documents for the work to be performed.

2.2 Within ten (10) days after the execution of the Contract, the Contractor shall submit to the Owner, for approval, construction progress schedules showing the order in which he proposes to carry on the work, including dates at which he will start the various parts of the work, and the estimated date of completion of each part.

2.3 The Contractor shall also submit a schedule of Shop Drawing submissions.

2.4 Before starting the work, a conference will be held to review the above schedule, to establish procedures for handling Shop Drawings and other submissions and for processing applications for payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be the Engineer, the Counsel, the Project Representative, the Contractor, and the Superintendent.

2.5 Daily reports shall be prepared by the Contractor on forms satisfactory to the Engineer, and shall be submitted to the Engineer on or before noon of the day following the day's work reported, properly prepared and signed. The daily reports shall contain an itemization of all quantities of materials used and their location. They shall also report any complaints or unforeseen difficulties or delays arising in the course of the work and the reasons therefore. No subsequent claim for extra work or damages will be considered unless fully set forth in the daily reports.

2.6 The Contractor shall furnish the Engineer with copies of delivery slips covering all materials delivered to the site, which are to be included in any periodic estimate and shall certify that such materials were actually delivered. All materials delivered to the site, whether from a supplier's warehouse or from the Contractor's stock, shall be covered by such delivery slips.

Delivery slips shall be submitted daily with the daily report sheets. Deviation from the above procedures by the Contractor, as to daily reports and delivery slips, will result in disapproval of items of work. Such disapproved items shall not be included in any application for payment until properly reported on daily reports and/or on approved delivery slips.

3.0 DRAWINGS AND SPECIFICATIONS

3.1 The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy or operation by the Owner.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the Engineer's attention (if pertaining to engineering) or to the Counsel (if pertaining to other items) in writing before proceeding with the work affected thereby. In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order: Special Conditions, Drawings, Specifications, Form of Contract, General Conditions, Instructions to Bidders. Figures and dimensions on specific drawings shall govern over general drawings. Any work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Specific notes on drawings shall take precedence over general descriptions in the Technical provisions. Work, materials, or equipment described in words which, when so applied, have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. The Contractor assumes full responsibility for having familiarized himself with the nature and extent of the Contract Documents, work, locality, and local conditions that may in any manner affect the work to be done, and the Contractor and any subcontractor waive any claim in tort or contract against the Owner and the Engineer for any deficiency in Drawings, Dimensions, and Specifications, and any variance between conditions as actually found and conditions which the Contractor assumed would exist based upon the Contract Documents and Drawings and Specifications.

4.0 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

4.1 The date of beginning and the time for completion of the work are essential conditions of the Contract Documents, and the work shall be commenced on a date specified in the Notice to Proceed.

4.2 The Contractor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the contract time for the completion of the work is a reasonable time. No change shall be made in the time required to complete the Contract except as provided in the Contract Documents.

4.3 The contract time may only be changed by a Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an extension in the contract time, his claim shall be in writing delivered to the Owner, the Engineer and the Counsel within ten (10) days of the occurrence of the event giving rise to the claim. Upon notification of a possible material or equipment delay beyond the control of the Contractor, the Contractor shall immediately advise the Owner and the Engineer of said possible delay. All claims for adjustment in the contract time shall be reviewed by the Engineer and/or the Counsel, depending upon the type of claim, and recommendations shall be submitted to the Owner with a copy to the Contractor. Any change in the contract time agreed to by the Owner shall be incorporated in a Change Order.

4.4 The contract time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if he makes a claim therefore as provided in paragraph 4.3. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by the Owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

4.5 All time limits stated in the Contract Documents are of the essence of the Contract. The provisions of this Article 4 shall not exclude recovery for damages (including compensation for additional professional services) for delays. In the event that the work is not completed within the contract time as provided herein, the Contractor shall pay to the Owner as liquidated damages the sum specified in the Contract Documents for each day beyond the contract time, which sum may be deducted by the Owner from any money otherwise due the Contractor.

4.6 Whereas, time being of the essence in this Contract, and it is agreed that the Owner would suffer loss by failure of the Contractor to have said work completed in all its parts as above stipulated, and as it might be difficult and expensive to accurately compute the amount of such loss; in order to avoid such expense and difficulty, the Contractor hereby covenants and agrees to pay the Owner the sum of Five Hundred Dollars (\$500.00) per day for each and every day, Sundays and Legal holidays excepted, after the determined day for completion, during or upon which day the said work or any part thereof remains incomplete and unfinished, not as a penalty, but as liquidated actual losses which the Owner will suffer on account of any failure on the part of the Contractor to have the said work completed in all its parts on the said day; and that any sum which may be due the Owner for such losses may be deducted and retained by the Owner from any balance which may be due the Contractor when the said work shall have been finished and accepted as hereinafter provided.

It is, however, agreed that in case any failure to complete the said work or some part thereof on said day shall be due to any cause beyond the Contractor's control, and for which the Owner has granted an extension of time, such delays form no part of the number of days for each and every one of which the Contractor is to pay to the said Owner the sum of Five Hundred Dollars (\$500.00) as herein specified.

5.0 ASSIGNMENTS

5.1 The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or of his right, title, or interest therein, or any part thereof or of his power to execute such Contract to any other person, company, or corporation without the previous consent in writing of the Owner, and he shall not assign, whether by power of attorney, or otherwise, any of the monies to become due and payable under this Contract unless by and with like consent. If the Contractor shall, without such previous written consent, assign, transfer, convey, sublet or otherwise dispose of this contract or of his right, title, or interest, therein, or any part thereof, or his power to execute this Contract to any other person, company or corporation, this Contract may, at the option of the Owner, be revoked and annulled and the Owner shall thereupon be relieved and discharged from any and all liability and obligations growing out of this Contract to the Contractor and to the person, company, or corporation to whom he shall assign, transfer, convey, sublet, or otherwise dispose of the same; and the Contractor and his assignee, transferee or sublessee shall forfeit and lose all monies thereto earned under this Contract, except so much as may be required to pay his employees; and no right under this Contract or to any money to become due hereunder shall be asserted against the Owner, at law or in equity, by reason of any so-called assignment of this Contract or any part thereof, or of any monies to grow due thereunder unless authorized as aforesaid by written consent of the Owner provided that nothing herein contained shall be construed to hinder, prevent or affect an assignment by the Contractor for the benefit of his creditors made pursuant to the laws of the State of New Jersey.

6.0 OWNERSHIP OF DOCUMENTS AND RECORD DOCUMENTS

6.1 All Specifications, Drawings and copies thereof furnished by the Engineer shall remain his property. They shall not be used on another project, and, with the exception of those sets which have been signed in connection with the execution of the Contract, shall be returned to him on request upon completion of the Project.

6.2 The Owner will furnish to the Contractor up to ten copies of the Specifications and Drawings as are reasonably necessary for the execution of the work. Additional copies will be furnished upon request, at the cost of reproduction.

6.3 The Contractor will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction progress. Upon completion of the Project, the Contractor shall furnish the Owner with one (1) set of reproducible mylars which show the "as-built" dimensions of the work.

7.0 WORK BY OTHERS

7.1 The Owner may perform additional work related to the Project by himself, or he may let other direct contracts therefore which shall contain General Conditions similar to these. The Contractor shall afford the other contractors who are parties to such direct contracts (or the Owner, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of the work, and shall properly connect and coordinate his work with theirs.

7.2 If any part of the Contractor's work depends, for proper execution or results, upon the work of any such other contractor (or the Owner), the Contractor will inspect and promptly report to the Engineer in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure so to report shall constitute an acceptance of the other work as fit and proper for the relationship of his work except as to defects and deficiencies which may appear in the other work after the execution of his work.

7.3 The Contractor will do all cutting, fitting, and patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The Contractor will not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer.

7.4 If the performance of additional work by other contractors or the Owner is not noted in the Contract Documents prior to the award of the Contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. If the Contractor believes that the performance of such additional work by the Owner or others involves him in additional expenses or entitled him to an extension of the Contract Time, he may make a claim therefore as provided in Articles 4 and 8.

8.0 CHANGE OF CONTRACT PRICE AND CASH ALLOWANCES

8.1 The contract price constitutes the total compensation payable to the Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the contract price.

8.2 The contract price may only be changed by a Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an increase in the contract price, his claim shall be in writing delivered to the Owner, the Engineer and the Counsel within 15 days of the occurrence of the event giving rise to the claim. All claims for adjustments in the contract price shall be reviewed by the Engineer and/or the Counsel, depending upon the type of claim, and recommendations shall be submitted to the Owner with a copy to the Contractor. Any change in the contract price agreed to by the Owner shall follow the procedures set forth in N.J.A.C. 5:30-14.4 (f) (3) (//).

8.3 The value of any work covered by a Change Order or of any claim for an increase or decrease in the contract price shall be determined by one of the following methods in the order of precedence listed below:

8.3.1 Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

8.3.2 By mutual acceptance of a lump sum.

8.3.3 By the actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work, plus a mutually acceptable amount for overhead and profit, but not to exceed fifteen percent of the actual cost of the work.

8.4 The Contractor shall include in the contract price all allowances so named in the Contract Documents and shall cause the work so covered to be done by such suppliers or subcontractors and for such sums within the limit of the allowances as the Engineer may approve. Upon final payment, the contract price shall be decreased as required and an appropriate Change Order issued. The Contractor agrees that the original contract price includes such sums as he deems proper for cost and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

9.0 CHANGES IN THE WORK

9.1 Without invalidating the Contract, the Owner may at any time, as the need arises, order changes within the scope of the work. If such changes cause an increase or decrease in the contract price, or in the contract time, an equitable adjustment shall be authorized by Change Order.

9.2 The Engineer may authorize minor changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the Contractor believes that any minor change or alteration authorized by the Engineer entitles him to an increase in the contract price, he may make a claim therefore as provided in the Contract Documents.

9.3 Additional work performed by the Contractor without authorization of a Change Order will not entitle him to an increase in the contract price or an extension of the contract time, except in the case of an emergency as provided in the Contract Documents and except as provided in paragraphs 9.2 and 10.3.

9.4 It is the Contractor's responsibility to notify his Surety of any changes affecting the general scope of the work or change in the contract price and the amount of the applicable bonds shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the Owner.

10.0 ACCESS TO THE WORK

10.1 The Engineer and his representatives and other representatives of the Owner shall at all times have access to the work. The Contractor shall provide proper facilities for such access and observation of the work and also for any inspection, or testing thereof by others.

10.2 If any work is covered contrary to the request of the Engineer, it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.

10.3 If any work has been covered which the Engineer has not specifically requested to observe prior to its being covered, or if the Engineer considers it necessary or advisable that covered work be inspected or tested by others, the Contractor, at the Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective or does not meet the requirements of the Contract Documents, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection, and

testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate Change Order shall be issued deducting all such costs from the contract price. If, however, such work is found to be nondefective and meets the requirements of the Contract Documents, the Contractor shall be allowed an increase in the contract price or extension of the Contract time directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefore as provided in Articles 4 and 8.

11.0 SUBCONTRACTS

11.1 In addition to those specialty trade subcontractors who are included in the Bidder's proposal in accordance with N.J.S.A 40A:11-16, the successful Bidder, prior to the execution and delivery of the Contract, shall submit to the Owner for acceptance, a list of the names of subcontractors and such other persons and organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for those portions of the work as to which the identity of the subcontractors and other persons and organizations must be submitted as specified in the Contract Documents. Prior to the execution and delivery of the Contract, the Counsel will notify the successful Bidder in writing, if either the Owner, the Engineer, or the Counsel, after due investigation, has reasonable objection to any subcontractor, person or organization on such list.

The failure of the Owner, the Engineer, or the Counsel to make objection to any subcontractor, person or organization on the list prior to the execution and delivery of the Contract shall constitute an acceptance of such subcontractor, person or organization. Acceptance of any such subcontractor, person or organization shall not constitute a waiver of any right to reject defective work, material or equipment, or work, material or equipment not in conformance with the requirements of the Contract Documents.

11.2 The Contractor shall not award work to subcontractors(s), in excess of thirty percent (30%) of the Contract price, without prior written approval of the Owner.

11.3 The Contractor will not employ any subcontractor (whether initially or as a substitute) against whom the Owner, the Engineer, or the Counsel may have reasonable objection, nor will the Contractor be required to employ any subcontractor against whom he has reasonable objection. The Contractor shall not make any substitution for any subcontractor who has been accepted by the Owner, the Engineer, or the Counsel unless the Owner determines that there is good cause for doing so.

11.4 The Contractor shall be fully responsible for all acts and omissions of his subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between any subcontractor and the Owner, the Engineer, or the Counsel or any obligation on the part of the Owner, the Engineer, or the Counsel to pay or to see to the payment of any monies due any subcontractor, except as may otherwise be required by law. The Owner may furnish to any subcontractor, to the extent practicable, evidence of amounts paid to the Contractor on account of specific work done in accordance with the schedule of values.

11.5 The division and sections of the Specifications and the identifications of any drawings shall not control the Contractor in dividing the work among subcontractors or delineating the work to be performed by any trade.

11.6 The Contractor agrees to specifically bind every subcontractor to all of the applicable terms and conditions of the Contract Documents. Every subcontractor, by undertaking to perform any of the work, will thereby automatically be deemed to be bound by such terms and conditions.

11.7 All work performed for the Contractor by a subcontractor shall be pursuant to an appropriate agreement between the Contractor and the subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance provided in accordance with the Contract Documents.

12.0 MATERIALS AND SUBSTITUTIONS

12.1 All materials and equipment will be new. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except as otherwise specifically provided in the Contract Documents.

12.2 Whenever a material, article or piece of equipment is identified on the drawings or specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of

equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the contract price and the Contract Documents shall be appropriately modified by a Change Order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the contract price or contract time.

13.0 PATENTS

13.1 The Contractor shall pay all license fees and royalties and assume all costs incidental to the use of any invention, design process or device which is the subject of patent rights or copyrights held by others. He shall indemnify and hold harmless the Owner, the Engineer, and the Counsel and anyone directly or indirectly employed by any of them from and against all claims, damages, losses, and expenses (including attorney's fees) arising out of any infringement of such rights during or after completion of the work, and shall defend all such claims in connection with any alleged infringements of such rights.

14.0 PERMITS, REGULATIONS AND TAXES

14.1 The Contractor shall secure and pay for all construction permits and licenses and shall pay all governmental and public utility charges and inspection fees necessary for the prosecution of the work except as may be otherwise provided for in the Contract Documents.

14.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the work. If the Contractor observes that the Specifications or Drawings are at variance therewith, he shall give the Counsel prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Counsel, he will bear all costs arising therefrom.

14.3 The Contractor shall, where applicable, pay all sales, consumer, use and other similar taxes required by the law of the place where the work is to be performed, except as may be otherwise provided for in the Contract Documents.

15.0 LANDS, RIGHTS-OF-WAY AND SUBSURFACE CONDITIONS

15.1 Prior to issuance of the Notice to Proceed, the Owner shall obtain all land and rights-of-way necessary for carrying out and for the completion of the work to be performed pursuant to the Contract Documents, unless otherwise mutually agreed.

15.2 The Owner shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired.

15.3 The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

15.4 The Contractor shall promptly notify the Owner and the Engineer in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. The Engineer will promptly investigate those conditions and advise the Owner in writing, with a copy to the Contractor, if further surveys or subsurface tests are necessary. Promptly thereafter, the Owner may elect to obtain the necessary additional surveys and tests and furnish copies to the Engineer and the Contractor. If the Engineer finds that the results of such surveys or tests indicate subsurface or latent physical conditions differing significantly from those indicated in the Contract Documents, he shall so advise both the Owner and the Contractor.

15.5 The Owner will establish such general reference points as in his judgement will enable the Contractor to proceed with the work. The Contractor, unless required otherwise in the Contract Documents, shall be responsible for the layout of the work and shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the Owner. He shall report to the Engineer whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. The Contractor shall replace and accurately relocate all references points so lost, destroyed, or moved.

16.0 ENGINEER'S AUTHORITY AND FIELD OBSERVATION

16.1 The Engineer shall act as the Owner's representative during the construction period. He shall decide questions which may arise as to the quality and acceptability of materials furnished and work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make periodic visits to the site and determine if the work is proceeding in accordance with the Contract Documents.

16.2 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the work. Inspections may be made at the factory or fabrication plant or the source of material supply.

16.3 The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

16.4 The Engineer shall promptly make decisions relative to interpretations of the engineering terms and conditions of the Contract Documents.

16.5 The Owner and/or the Engineer, if it is so agreed, shall provide one or more full time Resident Project Representatives to assist the Engineer in carrying out his responsibilities at the project site. The efforts of the Resident Project Representatives will be directed toward providing assurances for the Owner that the completed project will conform to the requirements of the Contract Documents, but they will not be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents.

16.6 The Owner shall pay the costs of Resident Project Representatives for an 8-hour day, 5-day work week. The Owner shall deduct \$80.00 per hour from the payment due to the Contractor, where, due to the Contractor's Schedules, Resident Project Representatives are required to work beyond the completion date of the Contract.

No work shall be performed on Sundays or national holidays except in an emergency or with the specific approval of the Owner. The Contractor shall inform the Owner or the Engineer prior to working overtime and/or on Saturdays, in order that the Owner or the Engineer may schedule Resident Project Representatives where the nature of the work requires observation.

17.0 SHOP DRAWINGS AND SAMPLES

17.1 After checking and verifying all field measurements, the Contractor shall submit to the Engineer for approval, in accordance with the accepted schedule of shop drawing submissions, five (5) copies (or at the Engineer's option, one reproducible copy) of all shop drawings, which shall have been checked by and stamped with the approval of the Contractor and identified as the Engineer may require. The data shown on the shop drawings shall be complete with respect to dimensions, design criteria, materials of construction and the like to enable the Engineer to review the information as required.

17.2 The Contractor shall also submit to the Engineer for approval, with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

17.3 At the time of such submission, the Contractor shall in writing call the Engineer's attention to any deviations that the shop drawings or samples may have from the requirements of the Contract Documents.

17.4 The Engineer will check and approve with reasonable promptness, shop drawings and samples, but his checking and approval shall be only for conformance with the design concept of the project and for compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor shall make any corrections required by the Engineer and shall return the required number of corrected copies of shop drawings and resubmit new samples until approved. The Contractor shall direct specific attention in writing on resubmitted shop drawings to revisions other than the corrections called for by the Engineer on previous submissions.

17.5 No work requiring a shop drawing or sample submission shall be commenced until the submission has been approved by the Engineer.

17.6 The Engineer's approval of shop drawings or samples shall not relieve the Contractor from his responsibility for any deviations from the engineering requirements of the Contract Documents unless the Contractor has in writing called the Engineer's attention to such deviations at the time of submission and the Engineer has given written approval to the specific deviation, nor shall any approval by the Engineer relieve the Contractor from responsibility for errors or omissions in the shop drawings.

18.0 TESTS AND INSPECTIONS

18.1 If the Contract Documents, laws, ordinances, rules, and regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor shall give the Engineer timely notice of readiness therefore. The Contractor shall furnish the Engineer the required certificates of inspection, testing or approval. All such tests shall be in accordance with the methods prescribed by the American Society for Testing Materials or such other applicable organization as may be required by law or the Contract Documents. If any such work required so to be inspected, tested, or

approved is covered up without written approval or consent of the Engineer, it must, if directed by the Engineer, be uncovered for observation at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided.

18.2 Any work which fails to meet the requirements of any such test, inspection or approval and any work which meets the requirements of any such test or approval but does not meet the requirements of the Contract Documents shall be considered defective and not acceptable.

18.3 Neither observations by the Engineer nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the work in accordance with the requirements of the Contract Documents.

19.0 CORRECTION OF WORK AND NEGLECTED WORK

19.1 The Contractor shall promptly remove from the premises all work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

19.2 If the Contractor should neglect to prosecute the work in accordance with the Contract Documents, including any requirements of the progress schedule, the Owner, after three working days' written notice to the Contractor, may, without prejudice to any other remedy he may have, make good such deficiencies; and the cost thereof (including compensation for additional professional services) shall be charged against the Contractor if the Engineer and Counsel approve such action, in which case a Change Order shall be issued incorporating an appropriate reduction in the contract price. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

20.0 SAFETY, PROTECTION AND EMERGENCIES

20.1 The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He shall provide all necessary protection to prevent damage, injury, or loss to:

- (a) All employees on the work and other persons who may be affected thereby.

- (b) All the work and all materials, or equipment to be incorporated therein, whether in storage on or off the site.
- (c) Other property at the site or adjacent thereto, including but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

20.2 The Contractor shall observe and comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons (including but not limited to employees and the general public), or property or to protect them from damage, injury, or loss. He will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection, including posting danger signs and other warnings against hazards and promulgating safety regulations. He shall notify owners of adjacent utilities when prosecution of the work may affect them. When the use or storage of explosives or other hazardous materials is necessary for the prosecution of the work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel. All damage, injury or loss to any property referred to in Paragraph (b) or (c) above, caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor except damage or loss attributable solely to the fault of drawings or specifications or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

20.3 In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or the Owner, is obligated to act, at his discretion, to prevent threatened damage, injury, or loss. He shall give the Engineer, the Owner, and the Counsel prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

20.4 The Contractor and/or subcontractor shall at all times comply with the latest applicable State Laws pertaining to safety of workers in the construction field. The Contractor and/or subcontractor shall adhere to the Construction Safety Act, P.L. 1962, Ch. 45 (N.J.S.A. 34:5-166 et seq) as revised.

21.0 SUPERVISION BY THE CONTRACTOR

21.1 The Contractor shall supervise and direct the work efficiently and with his best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Before undertaking the work, he shall carefully study and compare the Contract Documents and check and verify all figures shown thereon and all field measurements. He shall at once report, in writing, to the Engineer any conflict, error or discrepancy which he may discover. The Contractor shall be responsible to see that the finished work complies accurately with the Contract Documents.

The Contractor shall keep on the work at all times, during its progress, a Resident Superintendent. The Superintendent shall be the Contractor's representative at the site and shall have authority to act in behalf of the Contractor. All communications given to the Superintendent shall be as binding as if given to the Contractor.

22.0 CONTRACT SECURITY

22.1 The Contractor shall within twenty (20) days after the receipt of the Notice of Award furnish the Owner with a performance bond and a payment bond each in the amount of 100 percent of the contract price, for the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and for the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the Contract Documents. Such Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of New Jersey. The expense of these Bonds shall be borne by the Contractor. If at any time a surety on any such Bond is declared bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable Bond to the Owner.

23.0 INSURANCE

23.1 The Contractor shall purchase and maintain, at his own expense, such insurance as will protect him, the Owner, the Engineer, and their employees, officers and agents from claims under workmen's compensation laws,

disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by usual personal injury liability coverage; or from claims for damages because of bodily injury. Sickness or disease, or death of any person other than his employees, including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom, any or all of which may arise out of or result from the Contractor's operations under the Contract Documents, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable.

23.2 Certificates of insurance complying with Section 23.1, 23.3, 23.4, 23.5, 23.6 and acceptable to the Owner shall be filed with the Owner prior to commencement of the work. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least ten (10) days prior Written Notice has been given to the Owner.

23.3 The Contractor shall take out and maintain, at his own expense, during the life of this Contract such Public Liability and Property Damage Insurance as shall protect him, the Owner, the Engineer, and the Counsel and their employees, officers and agents and any subcontractor performing any work, including blasting, trucking and teaming, from claims for damages for personal injury, including accidental death, as well as from claims for property damages which may arise from his operations, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be as follows:

23.3.1 Public Liability Insurance

An amount not less than \$500,000 for injuries including accidental death to any one person, and in an aggregate amount of \$1,000,000 for one accident involving more than one person.

23.3.2 Property Damage Insurance

An amount not less than \$100,000 for damages on account of any one accident and in the amount not less than \$250,000 for damages on account of all accidents.

23.3.3 Automobile Liability Insurance

An amount not less than \$500,000 for injuries, including accidental death, to any one person and subject to the same limit for each person in an amount not less than \$1,000,000 on account of one accident.

23.3.4 Umbrella Form Excess Liability Insurance

An amount not less than two million dollars (\$2,000,000) of Umbrella Form Excess Liability Insurance.

23.4 The Contractor shall purchase and maintain, at his own expense, during the life of the Contract, adequate Fire and Extended coverage Insurance, upon structures and materials, for the full insurable value thereof, to adequately protect the Contractor and the owner from damage and losses.

23.5 The Contractor shall take out if applicable, "All Risk" type Builder's Risk Insurance for work to be performed. Unless specifically authorized by the Owner, the amount of such insurance shall not be less than the Contract Price totaled in the Bid. The policy shall cover not less than the losses due to fire, explosions, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft and smoke during the Contract Time, and until the work is accepted by the Owner. The policy shall name as the insured the Contractor, the Engineer, and the Owner.

23.6 The Contractor shall procure and maintain at his own expense, during the Contract Time in accordance with the provisions of the laws of the State of New Jersey, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under Workmen's Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

24.0 PROGRESS PAYMENTS

24.1 Where applicable, the Contractor shall submit to the Owner and the Engineer a schedule of values of the work, including quantities and unit prices, which comprise the contract price. Said schedule of values must be submitted at least ten (10) days prior to making the first application for payment.

24.2 At least ten (10) days before each progress payment falls due (but not more often than once a month, and at a date each month specified by the Owner), the Contractor shall submit to the Owner and the Engineer for review the progress payment application filled out and signed by the

Contractor covering the work completed as of the date of the application and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of material and equipment not incorporated in the work but delivered and suitably stored at the site or at another location agreed to in writing, the progress payment application shall also be accompanied by such supporting data, satisfactory to the Owner, as will establish the Owner's title to the material and equipment and protect his interest therein, including applicable insurance.

24.3 The Engineer will, within ten (10) days after receipt of each progress payment application, either indicate in writing his recommendation relative to approval of payment and present the application to the Owner, or return the application to the Contractor indicating in writing his recommendation not to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the application. The Owner will within ten (10) days of presentation to him of an approved progress payment application pay the Contractor the amount due.

24.4 The Owner shall retain two (2) percent of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. Where a percentage factor is applied to an incomplete item in the work, the percent retained is understood to be in addition to the percentage factor.

24.5 The Contractor warrants and guarantees that title to all work, materials, and equipment covered by an application for payment, whether incorporated in the Project or not, will have passed to the Owner prior to the making of the application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "Liens"); and that no work, materials, or equipment covered by an application for payment will have been acquired by the Contractor or by any other person performing the work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

24.6 The Engineer's recommendation of approval of any payment requested in an application for payment shall constitute a representation by him to the Owner, based on the Engineer's on-site observations of the work in progress as an experienced and qualified design professional and on his review of the application for payment and the supporting data, that the work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his

approval); and that the Contractor is entitled to payment of the amount approved. However, by approving any such payment the Engineer shall not thereby be deemed to have represented that he made exhaustive or continuous on-site inspections to check the quality or the quantity of the work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction or that he has made an examination to ascertain how or for what purpose the Contractor has used the monies paid or to be paid to him on account of the contract price.

24.7 Prior to substantial completion, the Owner with the approval of the Engineer and with the concurrence of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.

24.8 The Contractor will indemnify and save the Owner or the Owner's agents harmless from and against all claims, losses and expenses, including attorney's fees and costs, growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material suppliers, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the contractor, his surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

25.0 SUBSTANTIAL COMPLETION, FINAL PAYMENT, AND RELEASES

25.1 Prior to final payment, the Contractor may, in writing, to the Owner and the Engineer, certify that the entire Project is substantially complete and request that the Engineer issue a certificate of substantial completion. Within a reasonable time thereafter, the Owner, the Contractor and the Engineer will make an inspection of the Project to determine the status of completion. If the Engineer does not consider the Project substantially complete, he will notify the Contractor in writing, giving his reasons therefore. If the Engineer considers the Project substantially

complete, he will prepare and deliver to the Owner a tentative certificate of substantial completion which shall fix the date of substantial completion and the responsibilities between the Owner and the Contractor for maintenance, heat and utilities.

There shall be attached to the certificate a tentative list of items to be completed or corrected, said time to be within the contract time. The Owner shall have seven days after receipt of the tentative certificate during which he may make written objections to the Engineer as to any provisions of the certificate or attached list. If, after considering such objections, the Engineer concludes that the Project is not substantially complete, he may notify the Contractor in writing, stating his reasons therefore. If, after said seven days and after consideration of the Owner's objections, the Engineer considers the Project substantially complete, he will execute and deliver to the Owner and the Contractor a definitive certificate of substantial completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as he believes justified after consideration of any objections from the Owner.

25.2 The Owner shall have the right to exclude the Contractor from the Project after the date of substantial completion, but the Owner will allow the Contractor reasonable access to complete or correct items on the tentative list.

25.3 After the Contractor has completed any such corrections to the satisfaction of the Engineer and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection and other documents to the Owner, all as required by the Contract Documents, he may make application for final payment following the procedure for progress payments. The final application for payment shall be accompanied by such supporting data as the Engineer may require in order to establish the final quantities for payment. Upon acceptance of the work the Engineer shall issue a certificate attached to the final payment request that the work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the Owner, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the work.

25.4 If after substantial completion of the work, final completion thereof is materially delayed through no fault of the Contractor, and the Engineer so confirms, the Owner may, upon certification by the Engineer, and without terminating the Contract, make payments of the balance due for that portion of the work fully completed and accepted. If the remaining balance for work not fully completed or corrected is less than the retainage stipulated in the Contract, and if Bonds have been furnished as required in the Contract

Documents, the written consent of the Surety to the payment of the balance due for that portion of the work fully completed and accepted shall be submitted by the Contractor to the Engineer prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

25.5 The Contractor shall submit to the Counsel complete and legally effective releases or waivers (satisfactory to the Owner) of all Liens arising out of the Contract Documents and the labor and services performed and the material and equipment furnished thereunder. In lieu thereof, and as approved by the Owner and the Counsel, the Contractor may furnish receipts or releases in full; and affidavit of the Contractor that the releases and receipts include all labor, services, material, and equipment, for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any subcontractor or supplier fails to furnish a release or receipt in full, the Contractor may furnish a bond satisfactory to the Owner to indemnify him against any Lien.

25.6 The Contractor's obligation to perform the work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by the Owner, nor the issuance of a certificate of substantial completion, nor any payment by the Owner to the Contractor under the Contract Documents, nor any use or occupancy of the Project or any part thereof by the Owner, nor any act of acceptance by the Owner nor any failure to do so, nor any correction of faulty or defective work by the Owner shall constitute an acceptance of work not in accordance with the Contract Documents.

25.7 The acceptance by the Contractor of final payment shall be and shall operate as a release to 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 this work and for every act and neglect of the Owner and others relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bond.

26.0 GUARANTEE AND MAINTENANCE OF WORK

26.1 The Contractor shall guarantee all materials and equipment furnished and work performed by him, for a period of one (1) year from the date of substantial completion.

The Contractor further warrants and guarantees for a period of one (1) year from the date of substantial completion of the Project that the work is free of all defects due to faulty materials or workmanship and the Contractor shall promptly make such correction as may be necessary by reason of such defects, including the repair of any damage to other parts of the Project resulting from such defects. The Owner will give notice of observed defects with reasonable promptness.

26.2 In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may have the defective work corrected, and the Contractor shall be charged for all such work, including compensation for additional professional services.

26.3 The Contractor shall furnish a maintenance bond in the amount of 10% of the final contract amount in order to provide a maintenance guarantee to protect against failure of the Contractor to meet his obligations. Said maintenance bond shall be in a form approved by the Owner, and shall be effective through the term of the maintenance period. Retained percentages shall not be released until the maintenance bond is accepted by the Owner.

27.0 INDEMNIFICATION

27.1 In addition to the indemnification requirements set forth in paragraph 24.8 of the General Conditions, the Contractor shall indemnify and hold harmless the Owner, the Engineer, and the Counsel and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense: (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom; and, (b) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

27.2 In any and all claims against the Owner, the Engineer, or the Counsel or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or from the Contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

27.3 The obligations of the Contractor under this Article shall not extend to the liability of the Engineer, his agents or employees arising out of: (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, design, or specifications; or, (b) the giving of or the failure to give directions or instructions by the Engineer, his agents or employees, provided such giving or failure to give is the sole cause of injury or damage.

28.0 OWNER'S RIGHT TO COMPLETE THE WORK

28.1 If the Contractor shall omit, fail, neglect, or refuse to commence and prosecute, or to complete the work, or in case further time be granted for the commencement and completion of the work, the Contractor shall omit, fail, neglect, or refuse to commence, prosecute or complete the work within the time granted, or if the Contractor, contrary to the desire of the Owner, shall cease operations under this Contract any time for the span of ten (10) days, then in either case the Owner or the Engineer in its behalf, shall have full privilege, authority and power to cause the said work to be done and completed without any interference, opposition, or hindrance of or by the Contractor provided the Owner shall give the Contractor and his sureties notice in writing of the intention of the Owner to do the same.

Upon the service of such notice, all rights and privileges of the Contractor under, in and by this Contract shall cease and be void and the Contractor shall receive no further benefit, pay or remuneration therefore, and he and his sureties shall be liable for any and all sums of money which the Owner may pay for fully completing and maintaining the work over and above the amount which he, the Contractor, would have been entitled to receive had he completed and maintained the work under this Contract according to the terms and conditions thereof; and all loss or damage which may result to the Owner, the Engineer, and the Counsel, and their employees, officers, and agents by reason of the omission, failure, neglect, or refusal of the Contractor to commence, prosecute, complete and maintain the work.

29.0 OWNER'S RIGHT TO SUSPEND WORK

29.1 If the work is defective or the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor fails to make prompt payments to subcontractors or for labor, materials, or equipment, the Owner may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated. With respect to the right to stop or suspend the work, such right shall be exercisable only by the Owner and not by the Engineer. Nothing herein shall give the Owner any right or duty to stop or suspend the work because of the Contractor's means, methods, techniques, sequences, or procedures, or safety precautions, which shall remain solely the responsibility of the Contractor.

29.2 The Owner may, at any time and for any cause, exclusive of those causes specified under 29.1 suspend the work or any portion thereof for a period of not more than ninety days by notice in writing to the Contractor, the Engineer, and the Counsel which shall fix the date on which work shall be resumed. The Contractor shall resume the work on the date so fixed. The Contractor will be allowed an increase in the contract price or an extension of the contract time directly attributable to a suspension if he makes a claim therefore as provided in the Contract Documents.

30.0 OWNER'S RIGHT TO TERMINATE

30.1 If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtors act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to subcontractors for labor, materials, or equipment, or if he disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction, or if he disregards the authority of the Engineer, or if he otherwise violates the provisions of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his Surety seven days' written notice, terminate the services of the Contractor and take possession of the Project and all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor, and finish the work by whatever method he 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 contract price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and the Counsel and incorporated in a Change Order.

30.2 Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any rights of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the contractor from liability.

30.3 Upon seven days' written notice to the Contractor, the Engineer and the Counsel, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus a reasonable profit.

31.0 CONTRACT DISPUTES

31.1 Disputes arising under this contract shall be submitted to a process of non-binding mediation as outlined herein prior to being submitted to a court for adjudication. Nothing herein shall prevent the Owner from seeking injunctive or declaratory relief in court at any time pursuant to P.L. 1997, c. 371. Additionally, the procedure set forth herein does not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts entered into pursuant to N.J.S.A. 40A:11-1, et seq.

31.2 If a dispute, controversy or claim arises out of or relates to this Contract, or breach thereof, and if the dispute cannot be settled through negotiations of the parties, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Construction Industry Mediation Rules before resorting to litigation.

SPECIAL CONDITIONS

SPECIAL CONDITIONS

1. The Borough of Butler is a tax exempt organization. All material and equipment which shall become Borough property will be exempt from all New Jersey sales tax.
2. All bidders are notified that all Federal, State, County, and Municipal laws, ordinances, and rules and regulations, including all applicable sections of OSHA must be observed.
3. Article 6.3 of the General Conditions pertaining to as-built plans is hereby deleted from the Contract Documents.
4. The Contractor shall conduct his work in such a manner as to minimize any inconveniences to the residents of the municipality. The Contractor shall observe all ordinances applicable to obstructing streets and roads, maintaining open passageways and the maintenance of safety devices.
5. The Contractor shall notify and cooperate with all utility companies whose facilities are located along the line of the proposed work, three days prior to construction. No work shall be performed in areas where utilities have not been located and marked out by the utility company.
6. The Contractor shall be solely responsible for maintaining safe conditions during the construction of the project. He shall take all necessary safety precautions, which shall include but shall not be limited to: traffic control consisting of warning signs, traffic markers, barricades and lights; and pedestrian control consisting of signs, barriers and lights. The Contractor shall also have personnel available for emergency call out in the event unsafe conditions arise during non-working hours, weekends, or holidays.
7. During the course of the construction, the Contractor shall maintain all existing natural drainage areas, and shall take the necessary precautions to minimize erosion and siltation. The Contractor shall furnish and utilize silt fence, mats, mulch, straw bales, etc., as required to control sedimentation and erosion. Storm drain inlets near the construction area shall be protected from siltation with filter fabric. In controlling erosion and sedimentation, the Contractor shall be guided by the New Jersey State Standards for Soil Erosion and Sedimentation Control, and the regulations of the Morris County Soil Conservation District.
8. The Contractor shall perform all of the miscellaneous items of work as called for on the Plans and/or as specified herein, including but not limited to: locating existing pipe stubs; connection to existing pipes; relocation of obstructions; etc. It is specifically noted that the Contractor shall be required to perform any other necessary items of work, whether called for or not, in order to complete the project according to the Contract Documents. There shall be no separate payment items for miscellaneous items of work, and the Contractor is directed to include these costs in the other categories of work.

9. In order to document the site conditions which exist prior to construction, the Contractor shall take digital photographs of the entire project site. Three (3) photos shall be taken at each 50' station along the line of the work, one center, one left and one right. Other specific areas such as intersections and individual properties shall also be photographed. The Contractor shall submit the photos in digital format on USB thumb drives. Each drive shall be formatted into directories for each street segment, with each image appropriately named by location. The Contractor shall include the costs for the photos and video work in the bid item for Site Preparation and Restoration.
10. The Contractor is advised that all work is to be confined to the limits of the rights-of-way for the various streets involved in the project. The Contractor shall not disturb any private property beyond the road right-of-way, and he shall be held responsible for any damage to private properties by reason of his work, and he shall repair or replace any and all damage at his sole expense.

SPECIFICATIONS

SPECIFICATIONS

Section 1 - Excavation for Pipelines

1.1 Scope of the Work

The Contractor shall furnish all labor, material and equipment necessary for such excavation and backfill as may be required for the satisfactory construction and installation of the work specified under this Contract.

1.2 Excavation Near Existing Structures

The Contractor shall be required to take special precautions in all excavations to protect all existing structures, both underground and above ground, and he will be held responsible for any damages incurred by reason of his work.

Attention is called to the fact that there are water mains, gas pipes, telephone cables, storm drains, and other utilities throughout the project area. Some of these have been indicated on the Drawings, and are based on the best information available to the Engineer at the time. Furthermore, no attempt has been made to show house services of the various utilities, and the completeness or accuracy of any information given is not guaranteed. It shall be the Contractor's responsibility to contact the utility companies involved and to locate existing structures/facilities.

As the excavation approaches pipes, conduits, or other underground structures, the Contractor shall, if necessary, discontinue digging by machinery and employ hand excavation to protect the structure.

If more restrictive, the rules, regulations, requirements or ordinances of the State, County or Municipal Body having jurisdiction shall supersede any specific requirement in this section.

1.3 Protection of Existing Structures

All existing poles, pipes, wires, fences, curbings, walks, driveways, monuments, and other structures, which in the opinion of the Engineer, must be preserved in place without being temporarily or permanently relocated, shall be carefully supported and protected from damage by the Contractor, at his expense; and in case of damage, they shall be restored to at least as good condition as that in which they were found immediately prior to the start of the work, at no additional cost to the Owner.

The Contractor may, subject to approval by the Engineer, elect to remove structures or obstacles and replace them to at least as good condition as they were prior to their removal, without additional compensation.

1.4 Relocation and/or Reconstruction of Existing Subsurface Structures

In the event that existing pipes or structures are encountered so near and parallel to, or actually in the excavation, and if the new excavation can not be realigned to avoid same, then the Contractor shall, as directed, remove and change, relocate, and/or reconstruct such pipes or structures. Payment for extra work incurred shall be made under the applicable sections of the General Conditions.

1.5 Depth of Trench

The trench shall be dug so as to enable the installation of pipe at the depth shown on the Contract Drawings. Excavations for foundations or substructures shall be performed to the exact subgrade elevation designated to receive the structures, such exact lines to be secured by hand trimming as required.

1.6 Alignment of Excavation

Trenches and other excavations shall conform to the lines and grades given, and in every case shall be of sufficient width to permit the compacting of backfill around pipes and structures and the satisfactory construction of all appurtenances.

The right is reserved, however, to change lines and grades where such change is made necessary by interposing structures, or at the discretion of the Engineer.

1.7 Sheet piling and Bracing

The Contractor shall utilize bracing, sheet piling and shoring as necessary to perform and protect all excavations as required for safety, to prevent injury to the work or adjacent structures, to conform with existing laws, and/or as ordered by the Engineer. This shall include the use of either wood or steel depending on the particular conditions.

When, in the opinion of the Engineer, sheet piling and bracing cannot be removed without injury to the work or to adjacent structures, he will issue written orders to the Contractor to leave such sheet piling or bracing in place. Sheet piling left in place on order of the Engineer will be paid for at the unit price of \$50.00 per square foot.

No separate payment shall be made for the cost of the required and necessary sheet piling, nor for any shoring that is not left in place. The cost of this work shall be included in the price bid under the respective item of work.

1.8 Dewatering

The Contractor shall furnish sufficient pumps and/or well points to keep the trenches free from an objectionable amount of water, and the trenches shall be so maintained.

1.9 Pipe Bedding

The pipe shall be installed and bedded in accordance with the details shown on the Plans, and/or as hereinafter specified. The Contractor shall prepare the trench bottom to create a uniformly shaped substrate to receive the pipe and /or bedding as called for elsewhere in these Specifications or on the Plans.

1.10 Backfilling

The Contractor shall backfill the pipe trench only after the pipe installation has been inspected by the Engineer or his authorized representative. The backfill shall be made with the best of the excavated material as approved by the Engineer. The lower twelve (12) inches of backfill material (measured from the top of the pipe) shall be clean sand, imported to the job site. No material from the excavation shall be permitted in the lower twelve (12) inches of backfill. Special care shall be exercised to hand place and tamp the sand around the pipe to an average depth of twelve (12) inches over the pipe.

If, in the opinion of the Engineer, the material excavated from the trench is unsuitable for the remainder of the backfill, the Contractor shall furnish and place select fill material as directed by the Engineer. Select material shall be defined as quarry process stone; no other material will be permitted to be used.

All backfill must be thoroughly tamped in layers less than 24 inches thick. In the case of settlement of the trench, the Contractor shall supply sufficient material to make up the deficiency.

1.11 Disposal of Surplus Excavated Material

A sufficient quantity of suitable material shall be retained for backfill. Surplus excavated material shall be disposed of daily so as to cause a minimum of inconveniences to the public.

The disposal sites shall be selected by the Contractor, and he shall be responsible for the proper disposal of the material. Any surplus material disposed of in the Borough of Butler will require permits/approvals by the Borough Engineer. The Contractor shall also be required to comply with the requirements of the local Soil Conservation District in which the work is located.

1.12 Road Opening Requirements

The Contractor shall obtain road opening permits from the Borough of Butler which may be required to carry out the work within roadways, paying all fees and guarantees associated therewith. The Contractor shall be required to comply with all requirements for traffic control, methods of construction, restoration, and any other items over which the Borough has jurisdiction.

1.13 Pavement Cutting, Removal & Disposal

The Contractor shall be required to cut, excavate, remove and dispose of roadway pavements or other paved surfaces in which the pipeline is to be installed. Prior to excavation, all such pavements shall be cut continuously on both sides of the trench with a water cooled, self-powered diamond circular saw, through the full thickness of the pavement. The pavement shall then be excavated and removed from the job site by the Contractor for disposal or recycling in accordance with current NJDEP regulations regarding the disposal/reuse of bituminous or asphaltic pavements.

1.14 Method of Payment

No separate payments shall be made for excavation, installation and backfilling, except as may be noted in specific payment items. The Contractor shall include the cost of excavation, installation and backfilling in the unit prices bid for piping and other components. Excavation, installation and backfilling shall be defined to include, but not be limited to the following: Cutting, removal and disposal of pavement where required; installation and removal of sheeting and bracing; dewatering; excavation of the trench, including hand excavation; pipe bedding as specified; pipe installation; sand backfill for pipe cover; backfilling; tamping; disposal of unsuitable and/or surplus materials; road opening permit fees/bonds; and temporary restoration.

Payment for the quantity of select material furnished and compacted in place by the Contractor shall be on a cubic yard basis, in accordance with the unit price bid by the Contractor in his proposal. The quantity of select material shall be computed using a trench width limit of pipe diameter plus 3 feet, and the depth of material actually placed as ordered by the Engineer. Deduction will be made for the volume occupied by the pipe, stone bedding and sand layer.

Payment for site preparation and restoration shall be on a lump sum basis in accordance with the price bid by the Contractor. Said lump sum price shall include, but shall not be limited to the following: mobilization and demobilization; site preparation; pre-construction photos; removal and replacement of obstructions; clean-up and maintenance of the site; restoration of all structures and surfaces for which there are no separate payment items; soil erosion control measures; environmental protection and preservation measures; and all other miscellaneous items of work as specified and/or as shown on the Plans. A percentage of the lump sum price shall be paid with each progress payment, said percentage to be commensurate with the percentage of total value of the contract which is completed at the time of application for payment. If, in the opinion of the Engineer, the site preparation and restoration work has not been satisfactorily performed, then a lesser percentage will be applied as determined by the Engineer.

Section 2 - Water Mains and Appurtenances

2.1 Scope of the Work

The Contractor shall furnish all materials, labor and equipment required to complete the water mains and appurtenant installations as shown on the Contract Drawings, and as specified herein.

2.2 Pipe Material

All water main pipe furnished and installed under this Contract shall be ductile iron pipe. The pipe shall be manufactured and supplied with the nominal inside diameter as specified on the Drawings. Unless otherwise specified, all ductile iron pipe shall have thickness classes according to size as follows:

<u>Inside Diameter</u>	<u>Thickness Class</u>	<u>Wall Thickness</u>
6"	52	.31"
8"	52	.33"
12"	52	.37"
16"	52	.49"

The pipe shall be smooth and free from scales, lumps, blisters, sand holes, and defects of every nature, and shall be straight and shall be true circles in section, with the inner and outer surfaces concentric. Pipe shall conform to the latest revision of AWWA C151.

All pipe shall be cement lined in accordance with AWWA Specifications C104. The cement lining shall be 1/8 inch thick for pipe 3" through 12", and 1/4 inch thick for pipe 14" through 24".

Each length of pipe shall be tested hydrostatically to an internal pressure of five hundred (500) pounds per square inch, prior to shipment.

2.3 Pipe Installation and Bedding

All pipe shall be handled and jointed in strict accordance with the manufacturer's instructions and recommendations. Joints shall be of the push-on rubber ring type, known as Tyton, Super Bell-Tite, or equal.

The pipe shall be installed in accordance with the details shown on the Plans, and/or as hereinafter specified. Where the excavation is in ordinary or suitable soils, the pipe shall be installed directly on the trench bottom. In rock cuts, or areas of unsuitable material, the pipe shall be laid on a bedding of 3/4" crushed stone, 6" deep.

The cutting of pipe for insertion into bells of valves and fitting or for closures shall be done in a neat and workmanlike manner without damage to the pipe or cement lining and in accordance with the manufacturer's instructions. Where special conditions are encountered, the preparation of bell and spigot ends, jointing materials, etc., shall be in accordance with AWWA specifications or as directed by the Engineer.

Unless otherwise noted, all piping shall be installed with a minimum of 4 feet of cover as measured from the top of pipe.

2.4 Valves

All valves shall be AWWA approved and shall be in accordance with the following:

2" thru 12" - Mueller Company, No. A-2360-20, or equal, Non-Rising Stem Gate Valves with mechanical joint ends, two (2) inch square operating nuts, counter-clockwise to open, and designed for 200 psi working pressure.

Over 12" - Mueller Company, No. B-3211-20, or equal, Lineseal Butterfly Valves, with mechanical joint ends, two (2) inch operating nuts, counter-clockwise to open, and designed for 150 psi working pressure.

Each buried valve shall be provided with adjustable cast iron valve box and cover suitable for the pipe depth as detailed on the Plans.

2.5 Fittings

The Contractor shall furnish and install all fittings as shown on the Drawings, and/or as specified herein.

All fittings shall be mechanical joint C153 ductile iron, conforming to ASA Specification 21.10, except in laying length dimensions. Fittings shall be cement lined in accordance with the specifications for cement lining of pipe. All mechanical joint fittings shall be provided with retainer glands. In addition to the retainer glands, the Contractor shall install thrust blocks at all buried tees, bends, valves, and plugs. Thrust blocks shall be in accordance with the detail shown on the Drawings.

The Contractor shall furnish and install all miscellaneous fittings, adapters, reducers, couplings, etc., which may be required to complete all piping and appurtenant work, whether specifically called for or not.

2.6 Hydrants

The Contractor shall furnish and install the hydrants as indicated on the Contract Drawings. The hydrants shall be AWWA improved type with safety flange at the ground line. The hydrants shall be Mueller Centurion No. A-423. The hydrants shall have a bury depth as required. Each hydrant shall have one (1) pumper nozzle 4-1/2 inches in diameter with factory installed 56 Storz-style fitting, and two (2) hose nozzles 2-1/2 inches in diameter. The threads for the pumper and hose nozzles shall be National Standard. All operating nuts shall be 1-1/2 inch pentagon.

The Contractor shall furnish and install the appropriate size branch tee and hydrant gate valve as shown on the Drawings. A complete hydrant assembly shall consist of the branch tee, gate valve, 66 branch piping, fittings, rodding, hydrant, drain sump and all other necessary items.

2.7 House Services

The Contractor shall furnish the labor, material, equipment and all else necessary for the satisfactory installation of the water services as indicated on the Contract Drawings and/or as specified herein.

Corporation stops and curb stops shall be brass and shall be designed for compression connection to copper tubing. The curb stop and box shall be located behind the curb or as may be directed by the Engineer. The following materials shall be used for water services:

Corporation stop	Mueller Co., H-15008N, or equal
Curb stop	Mueller Co., H-15209N, or equal
Curb box	Tyler Union 6500, or equal
Service piping shall be Type K soft temper copper tubing.	

Water service piping shall be installed at a minimum depth of four (4) feet. All curb boxes shall be installed in a vertical position and shall be adjusted to be flush with the adjacent surface.

Materials and components for services larger than two (2) inches shall be subject to the approval of the Engineer.

2.8 Wet Taps

The Contractor shall furnish the labor, material, equipment and all else necessary for the satisfactory installation of the wet taps as shown on the Contract Drawings and/or as specified herein. Wet taps shall consist of a tapping sleeve, tapping valve and valve box. Tapping sleeves shall be Mueller Co., H-615 or equal; and tapping valves shall be Mueller Co., H-667, or equal.

Wet taps shall be performed while the existing water mains are under pressure and in service. There shall be no shut-down of the main or disruption of water service during the wet tap operations. The Contractor shall excavate as required to locate and expose the existing main to be tapped, care being taken to preclude any damage to the pipe. The Contractor shall be responsible for verifying the type and size of pipe before ordering the tapping sleeve. The sleeve and tapping valve shall be installed in accordance with AWWA and the manufacturer's specifications.

2.9 Leakage Testing

All water mains installed under this contract shall be tested for leakage by means of hydrostatic pressure. All valves and hydrant gate valves shall be open. All house service lines shall be installed prior to testing. The maximum length of sections to be tested shall not exceed 2000 feet. The Contractor shall provide taps as may be required to conduct the tests. Testing through hydrants will not be permitted.

All pipe shall be hydrostatically pressure tested to 150 psi, measured at the point of lowest elevation. The test pressure shall be maintained for one-half hour. Leakage shall be determined based on the measured amount of water required to maintain the 150 psi pressure for the duration of the test. No pipe installation will be accepted unless and until the measured leakage is less than 10 gallons per inch nominal diameter per mile per 24 hours. Any pipeline rejected because of excessive leakage shall be rectified by the Contractor at his own expense, and will not be accepted until the line complies with all the requirements of the above test.

The Contractor shall be required to perform the specified pressure and leakage tests against one or more existing system valves at the point or points where the new mains are connected to the existing system. In order to preclude any uncertainty regarding the effective closure of any existing valve, as it relates to the pressure tests of the new mains, the Contractor shall be required to make investigations and/or tests of the valves(s) in question, in accordance with the following options:

- (a) The Contractor may visually observe that the valve is holding tight at the time it is exposed for connecting the new main.
- (b) The Contractor may cap the pipe stub on the valve and perform a pressure test to assure that the valve is holding tight.
- (c) The Contractor may cap the end of the new main without connecting to the valve, and upon completion of successful testing, make the final tie-in to the valve and make visual observations that the closure fittings/joints are not leaking.

All testing shall be performed in the presence of the Owner and/or the Engineer, or their authorized representatives.

2.10 Disinfection, Flushing & Bacteriological Tests

The Contractor shall disinfect all new and/or modified piping installed by him, prior to placing it into service. Disinfection procedures shall be in accordance with AWWA Specification C601 (latest revision), entitled, "Disinfecting Water Mains". The Contractor shall take special care in his work to preclude the entrance of foreign material into the piping. All pipe, valves, fittings, etc., shall be inspected before being installed and temporary capping shall be employed at all times when the work is not in progress.

A sufficient amount of chlorine shall be placed into the new piping to achieve a 50 ppm solution in all portions of the lines. The disinfection shall be performed in accordance with the directions of and to the satisfaction of the Engineer.

Upon completion of the disinfection of the water main, the Contractor, under the supervision of the Engineer, shall flush all water mains so that they are free of excess chlorine concentrations, dirt or other foreign matter. All water flushed from the new pipes with a chlorine concentration greater than 1 part per million must be discharged

to a sanitary sewer, or shall be dechlorinated by the addition of sodium sulfite, sodium thiosulfate or ascorbic acid. In either case, the Contractor shall be required to provide all of the required equipment, chemicals, materials and labor necessary to accomplish the work. Prior to discharging flushing water into a sanitary sewer system, the Contractor shall be required to coordinate with the sewer agency responsible for the sewer system.

Upon completion of flushing, the Contractor shall obtain water samples and shall have bacteriological tests performed on the samples. Where the test results indicate that the water does not meet NJDEP bacteriological standards, the Contractor shall perform additional disinfection until test samples are satisfactory.

2.11 Project Sequencing and Special Considerations

The Contractor shall be required to install, test and disinfect the new water mains, house services and other appurtenances without disruption of water service to the existing homes in the project area. The Contractor shall comply strictly with the procedures and sequencing as hereinafter described, and as shown on the Plans. The Contractor shall provide all of the necessary labor, materials and equipment which may be required to accomplish the work.

All phases of the work which involve closing of valves and/or temporary shut-down of water lines shall be coordinated at all times with the Water Department and the Engineer.

Upon completion of the new water mains, services line, hydrants, etc., the Contractor shall be required to decommission and abandon in place those existing water mains and appurtenances as called for on the Plans and/or as hereinafter specified. Decommissioning shall consist of, but not limited to: closing valves; removal of valve boxes; cutting and capping of lines where specified; removal of hydrants; abandonment in place of existing water mains; and all other appurtenant and related work. Removed hydrants shall remain the property of the Borough.

2.12 Method of Payment

The Contractor shall be paid for the actual work performed, in accordance with the unit prices as bid in his proposal for the various items.

Payment for water main shall be on a lineal foot basis, and the cost per lineal foot of water main shall include, but not be limited to the following: excavation; furnishing and installation of the pipe; fittings, adapters, rodding, etc.; furnishing and installation of thrust blocks; backfilling of the trench; compaction of the backfill; 3/4" stone bedding as required; temporary restoration; increased pipe depth at existing house services and utility crossings; temporary relocation of existing house services; sequencing; capping of existing mains, including all necessary materials; removal of hydrants; abandonment of existing facilities; disinfection; disposal and/or treatment of chlorinated flushing water; and conducting all tests so specified. Measurement of the water main for payment purposes shall be the actual lineal footage as measured along the centerline of the pipe after installation.

Payment for new hydrants shall be on a per unit basis, and the cost per unit shall include, but not be limited to the following: excavation; furnishing and installation of the hydrant; the tee in the main; the hydrant valve and valve box; 6" branch piping; risers and extensions as required; any other items as shown on the Detail; and temporary restoration.

Payment for valves shall be on a per unit basis, and the cost per unit shall include, but not be limited to the following: excavation; furnishing and installation of the valve; valve box; and any other item shown on the Detail.

Payment for wet taps shall be on a unit price basis per tap, and the unit price shall include, but shall not be limited to the following: furnishing all labor, equipment and materials; pavement cutting, removal and disposal; excavation and backfill; tapping sleeve, tapping valve and valve box; performing the tap; testing; temporary restoration; and all else required to complete the work.

Payment for house services shall be on a per service basis for the actual number installed, under the bid item for the applicable category of service. The price per service shall include, but shall not be limited to the following: furnishing all labor, equipment and materials; pavement cutting, removal and disposal; excavation and backfill; corporation cock and tap; service piping to the curb stop; curb stop and box; connection to the existing house service line and abandonment of the existing curb stop/box; temporary restoration; and all else required to complete the work. House services shall be designated as either near-side or far-side. Near-side services are those serving the properties which are on the side of the road nearest to the water main; far-side services are those serving the properties which are on the side of the road farthest from the water main.

Payment for decommissioning shall be on a lump sum basis in accordance with the price bid by the Contractor. Said lump sum price shall include, but shall not be limited to the following: furnishing of all labor, materials and equipment; closing of valves; draining pipes as required; removal of valve boxes and filling of the open hole; cutting and

There shall be no separate payment items for fittings, adapters, thrust blocks, testing, disinfection and other such items, and the Contractor is directed to include sufficient allowance for these costs in the other categories of work.

Section 3 - Road Openings and Traffic Control

3.1 General

All work in roadways shall be done in accordance with the requirements of the governmental body having jurisdiction of a particular road. The Contractor shall obtain any and all permits which may be required, paying all fees and charges for same.

3.2 Road Openings

The Contractor shall be required to obtain a road opening permit from the Borough and shall comply with all requirements regarding work hours and traffic control, paying all fees and guarantees associated therewith.

Work shall be performed only between the hours of 8 A.M. and 5 P.M. The Contractor shall furnish and install signs for vehicular control and motorist advisory. Signage shall be subject to review and approval by the Butler Police Department. All signage and traffic control devices shall conform to the Manual on Uniform Traffic Control Devices (M.U.T.C.D.), current edition.

Uniformed police officers for traffic control shall be provided by the Borough of Butler. Costs for signage and other safety devices shall be the responsibility of the Contractor. In the event that the Contractor does not complete his work within the allotted time, the Contractor shall be responsible for all additional costs for police officers, signage and traffic control measures.

3.3 Public Safety

The Contractor shall conduct his work in such a manner as to minimize any inconveniences to the residents of the municipality. The Contractor shall observe all ordinances applicable to obstructing streets and roads, maintaining open passageways and the maintenance of safety devices. The Contractor shall be solely responsible for maintaining safe conditions during the construction of the project. He shall take all necessary safety precautions, which shall include but shall not be limited to: warning signs, traffic markers, barricades and lights. The Contractor shall also have personnel available for emergency call out in the event unsafe conditions arise during non-working hours, weekends, or holidays.

Driveway access for homes within the project area shall be maintained at all times to the extent possible. The Contractor shall notify residents when driveways will be blocked and shall make provisions for vehicle parking during such occurrences. The Contractor shall be responsible for maintaining the roadway surface in such condition that traffic can safely and conveniently travel said surface during construction of the project.

3.4 Emergency Services Coordination

The Contractor shall coordinate his work schedule with the Borough Police Department so that all emergency and public safety operations can be maintained during the construction period. The Contractor shall be required to comply with any municipal ordinances related to road opening and traffic control and safety. As a minimum, the Contractor shall provide:

- Project schedule & daily operations plan.
- Contractor's work safety plan.
- Emergency procedures & notification.
- Inventory of equipment for emergency response.

The Contractor shall be required to comply fully with the emergency access requirements which may be established by the Police and Fire Departments.

Roads may be closed to through traffic only during the daytime and only on days when the work is in progress. Daily road closures shall be permitted only between the hours of 9:00 AM and 4:00 PM. All roads shall be reopened to through traffic at the end of the work day, and shall be so maintained overnight or until the work next resumes. No road closures shall be permitted on Saturdays, Sundays or holidays. At the end of each day's work, the Contractor shall provide barriers, cones, signs, lights, etc., as required to warn motorists of any hazardous conditions. The Contractor shall be responsible for maintaining the roadway surface in proper condition so that traffic can safely and conveniently travel said surface during construction of the project.

3.5 Method of Payment

Payment for road openings, traffic control measures and emergency requirements shall be on a lump sum basis in accordance with the price bid by the Contractor in his Proposal. The lump sum price shall include, but shall not be limited to: furnishing all labor, equipment and materials; implementation of the traffic control plan; compliance with all regulatory requirements; furnishing of all signage, barricades, cones, flashers, sign posts and all other traffic/safety related devices; emergency services plan and coordination; non-uniformed flagmen; resident notification; local road opening permit fees; and all else in connection with traffic control and safety.

Uniformed police officers for traffic control shall be provided by the Borough of Butler with no charge to the Contractor, except that in the event the Contractor does not complete his work within the allotted Contract completion time, the Contractor shall be responsible for all additional costs for police officers.

Section 4 - Restoration and Environmental Considerations

4.1 Scope of the Work

The Contractor shall furnish all labor, equipment and materials necessary to restore all surfaces and structures which have been removed and/or damaged in the course of his work.

4.2 General

Unless otherwise specified, all surfaces which have been damaged and/or removed by the Contractor's operations shall be restored to the condition and the grade elevations at least equal to that in which they were found immediately prior to the beginning of the construction. Suitable materials and methods shall be used for such restoration.

All trenches shall be temporarily restored immediately following pipe installation and backfilling.

The permanent restoration of all surfaces and structures shall be done as promptly as practicable and shall not be left until the end of the construction period. Where more restrictive, the laws, ordinances, and rules and regulations of governing bodies shall supersede any specific requirement in the section.

4.3 Sedimentation and Erosion Control

The Contractor shall furnish all equipment, materials and labor necessary to provide satisfactory sedimentation and erosion control.

All water pumped from trenches shall be discharged as far from surface waters as possible to allow sediment to settle out. Care shall be taken not to kill vegetation by excessive watering or accumulation of silt.

In general, all trench spoils shall be stockpiled on the uphill side of the trench. Where required, the Contractor shall provide coverings or other means to prevent spoils from being washed away.

The Contractor shall furnish and utilize such mats, mulch, straw bales, blankets and/or rip-rap as necessary to prevent erosion of newly excavated or restored areas.

In controlling erosion and sedimentation, the Contractor shall be guided by the New Jersey State Standards for Soil Erosion and Sedimentation Control, Morris County Soil Conservation District regulations, and applicable Borough Ordinances.

4.4 Trench Restoration

All trenches shall be restored immediately after installation of the pipe and backfilling of the trench. Trench restoration in paved roads shall be performed at the end of each working day, and the Contractor shall have sufficient equipment/manpower available to accomplish the work.

Restoration of trenches in paved local roads and miscellaneous paved areas shall consist of 5" of HMA 19M64 base bituminous concrete placed on the compacted backfill.

The base pavement shall be compacted with a powered steel-wheeled roller weighing not less than 8 tons. The final paved surface of the new base pavement shall be flush with the existing pavement surface after compaction.

4.5 General Restoration

All non-paved areas which are disturbed by the Contractor's operations shall be restored to their original condition.

Lawn areas and other grass areas shall be restored with topsoil and seeding. Topsoil shall be replaced with adequate amounts of topsoil material to restore the disturbed areas to original conditions.

Concrete curbs, sidewalks and other miscellaneous surfaces or structures, including but not limited to fences, shrubs, mailboxes, signs, walls, etc. which are disturbed and/or damaged by reason of his operations shall be replaced to equal or better condition as encountered prior to the start of construction.

4.6 Method of Payment

Payment for 5" HMA 19M64 base pavement shall be on a square yard basis, and the cost per square yard shall include, but shall not be limited to the following: furnishing all labor, equipment and materials; placing, shaping and compaction of the HMA base material; clean-up and maintenance of the road until final restoration; and all else required to complete the work. The payment quantity shall be the actual area of the paved surface as determined from length and width measurements, but in no case shall payment be made for pavement which is placed beyond a maximum pay limit width of 5 feet.

There shall be no separate payment for other items of restoration, and all such work shall be included in the lump sum price bid by the Contractor for "Site Preparation and Restoration". There shall likewise be no payment for restoration work for areas or surfaces which are disturbed, damaged or destroyed by the Contractor outside of the work limits of the specific pipeline or appurtenant item being installed.

Section 5 - Rock Excavation

5.1 Scope of the Work

Under this item the Contractor shall furnish the labor, material, equipment and all else necessary to excavate rock as may be encountered during the process of the work.

5.2 Rock Defined

Rock shall mean ledge rock requiring drilling and blasting, or hammering for its removal; boulders one (1) cubic yard or greater in volume removed from the excavation, and excavated cement masonry, including the concrete bases of pavement. When rock is encountered it shall be cleaned off prior to excavation to permit satisfactory measurement by the Engineer or his duly authorized representative.

5.3 Right to Change Grades

The Engineer reserves the right to alter the grades or depths of excavation to avoid the necessity of removing rock if it is considered to be to the best interests of the Owner.

The Contractor shall make no claim against the Owner due to the loss of anticipated profits which may be occasioned by such revisions or alterations.

5.4 Blasting

Blasting shall be employed as a means of excavation only in solid ledge rock or rock which cannot be removed with conventional equipment. Blasting, if necessary, is to be carefully done, using small charges properly protected by mats and or other approved means; and such work shall be entirely at the Contractor's own responsibility for any resultant damage.

All explosives shall be kept in a secure and approved manner and shall be handled only by experienced personnel. All laws relative to the storage and use of explosives must be observed. The Contractor is directed to acquaint himself fully with all local, county and state rules, regulations and/or restrictions and to comply with them in full.

5.5 Permits, Blaster Qualifications and Pre-blast Surveys

The Contractor shall obtain a blasting permit from the Borough and/or Fire Department, and shall comply with the requirements of any applicable ordinances.

Prior to any construction involving blasting, the name of the blaster/blasting company shall be provided to the Owner.

Any blaster/blasting company that has had any citation within the last 2 years from the New Jersey Department of Labor, Division of Workplace Standards, Office of Safety Compliance, shall not be approved.

If the blaster/blasting company is cited for a safety violation with respect to work being performed for this project, the Contractor will cease using that blaster/blasting company immediately and will use another blaster/blasting company for the remainder of the blasting work of this project.

Blasting will be limited to the days Monday through Friday, between the hours of 9 AM. and 4:00 PM.

Prior to any construction involving blasting, the Contractor shall conduct pre-blast surveys of all buildings, dwellings and related structures within 300 feet of the blasting. Copies of all pre-blast surveys shall be submitted to the Owner.

5.6 Measurement and Payment for Rock Excavation

Payment for rock excavation and removal shall be on a per cubic yard basis, in accordance with the unit price bid by the Contractor in his Proposal.

The unit price per cubic yard of rock shall include but not be limited to the following: furnishing all labor, equipment and materials; permits and pre-blast surveys; drilling and blasting; blasting mats and safety procedures; excavation, removal and disposal of the shot rock and other materials; temporary restoration and clean-up; and all else necessary to complete the work.

The quantity of rock excavation shall be computed on the following basis: The rock between vertical planes and extending from the rock surface to the bottom payment line, as shown on the Drawings. No rock shall project within these payment lines. The Contractor will not be paid for rock excavated beyond the established payment lines. Payment shall not be duplicated on overlapping areas, and no deduction will be made for that amount of equivalent earth which is not actually removed by the Contractor due to actual rock excavation.

APPENDIX A - Community Development Compliance Package

COUNTY OF MORRIS



Municipal Compliance Package

**Department of Human Services
Office of Community Development
TELE: (973) 285-6060
FAX: (973) 285-6713
TDD (711 NJ Relay Center)**



MORRIS COUNTY COMMUNITY DEVELOPMENT PROGRAM

CDBG MUNICIPAL GRANTS

GENERAL INSTRUCTIONS - CONSTRUCTION PROJECTS

I. PROCUREMENT COMPLIANCE

All State of New Jersey bid laws and Federal procurement regulations cited at **2 CFR Part 200.317-343 (effective December 26, 2014)** must be adhered to.

If you are planning to buy materials and use Force Account to assure compliance with Federal procurement standards, please call our office.

II. PROCUREMENT STANDARDS

§ 200.319 Competition.

- A. All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:
- (1) Placing unreasonable requirements on firms in order for them to qualify to do business.
 - (2) Requiring unnecessary experience and excessive bonding.
 - (3) Noncompetitive pricing practices between firms or between affiliated companies.
 - (4) Noncompetitive contracts to consultants that are on retainer contracts.
 - (5) Organizational conflicts of interest.
 - (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
 - (7) Any arbitrary action in the procurement process.
- B. The non-Federal entity (subrecipient) must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
- C. The non-Federal entity (subrecipient) must have written procedures for procurement

transactions. These procedures must ensure that all solicitations:

- (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
- (2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

- D. The non-Federal entity (subrecipient) must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity (subrecipient) must not preclude potential bidders from qualifying during the solicitation period.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

- E. General conditions and Federal requirements. All bidders must comply with the following Federal requirements:

Title VI of the Civil Rights Act of 1964 (P.L. 88-352) as stated in 24 CFR 570.601

"No person in the United States shall on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title."

Executive Order 11063, as amended

"No person in the United States shall on the basis of race, color, religion, sex, or national origin, be discriminated against in housing (and related facilities) provided with Federal assistance and in lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal Government."

III. PROCUREMENT METHOD AND LOCAL RESPONSIBILITIES

A. Competitive Bids

Bids are publicly solicited, and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. At a minimum, at least three (3) proposals must be obtained for competitive bidding and proposals must be solicited from MBE/WBE firms.

§ 200.321 Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.

(a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.

(b) Such consideration means:

(1) These business types are included on solicitation lists.

(2) These business types are solicited whenever they are deemed eligible as potential sources.

(3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types.

(4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types.

(5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring a contractor under a Federal award to apply this section to subcontracts.

If only one bid is received during the first initial competitive bidding cycle, you must rebid the project and only then can the least bid amount be accepted with proof that there was a rebid. Then the bid can be awarded to the lowest bidder or only bidder during the second cycle of bidding. The municipality must select the lowest of the bids received and put in writing their reason for selecting the contractor firm.

B. Bid Specifications Preparation

The bid specifications must include items A-L as attached. Send a copy of the completed bid package to the Office of Community Development for review and approval before going out to bid. You must include a bid schedule.

C. Architectural and Engineering Services

Morris County will not pay for Engineering/Architectural Professional Services unless properly and competitively procured consistent with the requirements of 2 CFR Part 200.

D. Advertising

The method of public solicitation must provide for full and open competition. The language in Attachment A must be made part of the bid advertising.

Once the Bid Specifications package is reviewed and approved by the Office of Community Development, then the bid must be publicly advertised, and proposals must be solicited from MBE/WBE firms.

Send a copy of the proof of publication accompanied by an Affidavit to the Morris County Community Development Department.

E. Davis-Bacon Wage Determination

Davis-Bacon labor standards will apply to all CDBG construction and renovation

contracts of \$2,000 or more for non-housing, or if the project includes 8 or more CDBG-assisted housing units, or 12 or more HOME-assisted units.

Upon receipt of a bid schedule, the County will provide the Davis-Bacon wage determination from www.SAM.gov. The Davis Bacon wage determination must be included in the bid document (Attachment F).

The wage determination will be reviewed one (1) day prior to the opening bid date, and should there be a change, the wage rates must be updated by Addendum. The County will notify you of any change.

F. Section 3

Section 3 applies to construction projects where the total amount of HUD-assisted funds to the project (including multiple-phased projects where funding has been disbursed in increments on a yearly basis to the same activity) exceeds a threshold of \$300,000. (The threshold is \$150,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs). All solicitations, procurement documents, contracts and subcontracts must include the Section 3 Clause as contained in Attachment K.

For all projects subject to Section 3 requirements, the subrecipient is required to ensure the contractor establishes and maintains a complete Compliance and Documentation Log and a Labor Hours Report for the duration of the contract and for the applicable record retention period thereafter. The Compliance and Documentation Log shall include, at a minimum, records of all Section 3 outreach efforts, solicitations, notices, workforce recruitment activities, subcontracting opportunities, certifications received, complaints, corrective actions, and all supporting documentation demonstrating good faith compliance efforts. The Labor Hours Report shall accurately track and summarize all labor hours worked on the project, including total labor hours, Section 3 worker labor hours, and Targeted Section 3 worker labor hours, as defined by applicable HUD regulations. Reports shall identify the prime contractor and subcontractor labor hours separately and shall be supported by payroll records, certified payroll where applicable, timesheets, or other verifiable source documentation. The Contractor Compliance and Document Log and Labor Hours Report(s) must be submitted to the County upon request, with reimbursement requests, and a final report with the cumulative totals at project closeout. Evidence of outreach efforts is required to determine how Section 3 Workers or Business Concerns were targeted for employment, training or contracting opportunities. This may include, but is not limited to, notifying local labor unions, posting signs at the job site and other places, posting on websites.

Contractors are required to comply with the *Contractor's Steps for Section 3 Compliance* and provide the *Section 3 Certification of Intent to Comply*. In addition, the *Section Worker Certification* and *Section 3 Business Concern Certification* must be completed and provided, as applicable.

G. Prior to Bid Award

- (1) Upon receipt of bids, the Bid Tabulation and low bidder's documents must be provided to Morris County. Submit ATTACHMENT G "*Contractors Clearance*

Requirements" for the contractor and all subcontractors.

- (2) Section 3 Outreach Documents
- (3) Rejection of debarred contractors: All contractors and subcontractors will be searched and cleared by the Office of Community Development using www.SAM.gov

The municipality is prohibited from making any awards to contractors, or approving as subcontractors, individuals or firms which are debarred or suspended or on lists of contractors ineligible for participation in Federal assistance programs under Executive Order 12549 to receive awards from the United States Government. The Debarment listing can be found at www.SAM.gov.

- (4) Should bid negotiation develop, please contact this office so we may ensure that the negotiation procedures are in compliance with applicable regulations. A legal opinion that the negotiation is authorized by state law must be provided.

DO NOT AWARD the contract until the County issues a debarment clearance.

H. Bid Award

After approval by the County and issuance of the Debarred Letter, the following steps must be taken:

- (1) Send the following documents to the Morris County Office of Community Development:
 - Copy of the Resolution awarding the contract.
 - Copy of the proof of publication for the bid solicitation accompanied by an Affidavit.
 - Copy of the executed construction contract for the selected contractor as well as all subcontractors. Contracts must include exact dollar amounts and state that the terms and conditions in 2 CFR Part 200 Appendix II are applicable. If Section 3 applies, then all contracts must contain Section 3 Clause.
 - Section 3 Business and Worker forms.
- (2) Advise when a pre-construction conference has been scheduled. Coordinate scheduling of the pre-construction conference with the County's Community Development Coordinator, with a minimum of 48-hours prior notice (excluding weekends and holidays) to ensure availability of the County staff to participate.
- (3) Submit a copy of your Notice to Proceed to indicate the start date along with the work schedule.

IV. WHAT TO EXPECT DURING CONSTRUCTION

- A. Labor Compliance: Submit weekly certified payrolls to this Office when Davis-Bacon wages apply. If the contractor pays fringe benefits, a fringe benefit statement must also be submitted documenting the hourly value of fringes paid.
- B. Section 3 Labor Compliance:

- Section 3 labor hours are tracked from the beginning to the end of the project. Records must be maintained showing total labor hours worked by all workers as well as labor hours worked by Section 3 and Targeted Section 3 workers.
 - Lists of Section 3 workers must be maintained to include: name of low-income individual, address, telephone number, date hired, position and current status (employed, terminated, etc.).
- C. Morris County will conduct on-site monitoring and employee interviews, as necessary and verify that required the Davis-Bacon poster (WH-1321) and effective wage determination are posted prominently at the job site.
- D. No payments will be made until the payrolls are complete and correct. It would be advisable for the municipality to also withhold payments until the County gives its approval.
- E. For construction projects where federal labor standards (Davis-Bacon and others) do not apply, but may be subject to NJ Prevailing Wage requirements, weekly certified payrolls must be forwarded the County for recordkeeping. The County will not be reviewing NJ certified payroll, and this practice is to ensure property documentation requirements were followed.
- F. BABAA Compliance:
 - Compliance with BABAA is required for all construction activities where the total project cost exceeds the current simplified acquisition threshold (\$350,000) according to 2 CFR 200 under HUD's General Waivers effective through November 23, 2027. Construction projects where total project costs meet the threshold requirement must include BABAA in the bid package. Contractors and their subcontractors must submit with the proposal a bidders certification acknowledging BABAA applicability. The contractor/contractor will utilize the Buy America Program (BAP) when procuring materials for the project, including iron and steel, construction materials, and manufactured products, and submit documentation demonstrating compliance for all applicable materials.

V. REIMBURSEMENT OF ACTIVITY COSTS

Submit to the Office of Community Development a signed and dated invoice with the County of Morris Claimant Certification and detailed supporting documentation such as:

- AIA form or comparable payment request approved by the engineer or architect, the municipality and the contractor.
- Progress or Final inspection report documenting that the project is complete according to specification in a workmanlike manner.
- Requests for reimbursement must include a copy of payment to the contractor, including a copy of the check and evidence the funds have cleared the subrecipients financial institution (proof of deposit).

The County will hold 10% of the total funds being requested for reimbursement as retainage.

Final payment to the subrecipient will be made after project closeout and County receiving project completion documentation, including any final inspections for permitted activities, final release of lien for contractor, subcontractor(s) and vendors, and evidence all funds have been remitted to the contractor.

Upon final payment of the grant, the Community Development Department will issue a close-out letter notifying you that the grant is complete for this activity. The activity is not completed until we receive confirm that the grant was expended during the year it was disbursed.

ALL BID DOCUMENTS MUST INCLUDE THE FOLLOWING INFORMATION

In order to comply with applicable Federal regulations, the attached "Specification Package" ATTACHMENTS A- K **MUST** be included with the contract documents for every contract over \$2,000; ATTACHMENT I for all contracts over \$100,000; ATTACHMENT J for all housing projects and ATTACHMENT K for all contracts with public housing financial assistance or HUD-assisted funds, in the aggregate, over \$300,000 (*Section 3* contracts). In order to expedite the review and Bid Approval Process, include these attachments in their entirety at the back of the bid specifications.

SPECIFICATION PACKAGE

ATTACHMENT A	NOTICE TO BIDDERS <i>The verbiage must be included in the Notice to Bidders page of the bid document</i>
ATTACHMENT B	BONDING REQUIREMENTS <i>As of October 2025, Applicable to all projects exceeding \$350,000</i>
ATTACHMENT C	EXECUTIVE ORDER 2 CFR 200.321 and MBE/WBE SOLICITATION REQUIREMENTS
ATTACHMENT D	ACCESSIBILITY TO CONSTRUCTION SITE AND CONTRACTOR'S FILES
ATTACHMENT E	INTEREST OF OTHER PARTIES
ATTACHMENT F	NEW JERSEY WAGE LAW and FEDERAL LABOR STANDARDS AND PAYROLL FORM <i>Insert Davis-Bacon wage determination, as provided</i>
ATTACHMENT G	CONTRACTOR and SUBCONTRACTOR CLEARANCE REQUIREMENTS <i>All contractors and subcontractors to complete</i>
ATTACHMENT H	2 CFR PART 200 APPENDIX II
ATTACHMENT I	CERTIFICATION REGARDING LOBBYING - Contracts over \$100,000 <i>Sign and Date</i>
ATTACHMENT J	HOUSING CONSTRUCTION STANDARDS - Housing projects
ATTACHMENT K	SECTION 3 CONTRACTS WITH HUD-ASSISTED FUNDS OVER \$300,000 (\$150,000 for Lead Hazard Control and Healthy Homes) <i>Construction projects where the total amount of HUD-assisted funds to the project (including multiple-phased projects) exceeds a threshold of \$300,000. (The threshold is \$150,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs).</i>

ATTACHMENT K	SECTION 3 CLAUSE FOR PROCUREMENT DOCUMENTS <i>Contractor and subcontractors must sign and date</i>
SECTION 3 COMPLIANCE PACKAGE	A separate <i>Section 3 Compliance Package</i> will be provided for construction projects subject to Section 3. The Section 3 Compliance Package includes: ➤ Contractor's Steps ➤ Certification of Intent to Comply ➤ Section 3 Clause (Attachment K) ➤ Business Concern Certification ➤ Employer Certification ➤ Contractor Permanent Workforce Form ➤ Worker Certification ➤ YouthBuild Participant Form ➤ Final Labor Hours Report Form
ATTACHMENT L	BABAA Bidder's Certification

Morris County Community Development Program - Specifications

ATTACHMENT A

NOTICE TO BIDDERS

Funding for this project is provided by the United States Department of Housing and Urban Development to the County of Morris. Therefore, the Federal Labor Standards Provisions and Davis Bacon wage rates and reporting will apply.

In all cases, the stricter of the Federal labor laws, when applicable, or New Jersey Department of Labor and Workforce standards (including the NJ Prevailing Wage Act (N.J.S.A 34:11-56.25 et seq., for public works projects) will apply.

Attention is called to the fact that the contractor must ensure that employees and applicants for employment are not discriminated against because of their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Small, Minority and Women's Business Enterprises are encouraged to submit bids.

When applicable, add the following – Section 3 rules apply to contracts for projects that have received more than \$300,000 in HUD-assisted funds (\$150,000 for Lead Hazard Control) or when there is public housing financial assistance:

To the greatest extent possible, opportunities for training and employment shall be given to lower-income residents of the project area and, when possible, contracts shall be awarded to business concerns owned by area residents.

Note: The Federal labor standards provisions, including Davis-Bacon, only apply to CDBG non-housing contracts for \$2,000 or more and for any housing construction project with 8 or more CDBG-assisted units. The Federal labor standards apply to HOME funded contracts for 12 or more HOME-assisted units.

ATTACHMENT B

BONDING REQUIREMENTS: Section 200.325

Bonding Requirements: Section 200.325 permits the Federal agency to accept the recipient's bonding policy and requirements if the Federal agency has determined that the Federal interest is adequately protected, and if not, the minimum requirements (abbreviated) are as follows:

- a) A bid guarantee from each bidder equivalent to five percent of the bid price.
The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified. (**Note:** State of NJ requires ten percent of the bid price).
- b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
- d) Bonding companies must be listed in OMB Circular 570, not just State of NJ.
<https://www.fiscal.treasury.gov/surety-bonds/list-certified-companies.html>

ATTACHMENT C

CFR 200.321

§ 200.321 Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.

(a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.

(b) Such consideration means:

(1) These business types are included on solicitation lists.

(2) These business types are solicited whenever they are deemed eligible as potential sources.

(3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types.

(4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types.

(5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring a contractor under a Federal award to apply this section to subcontracts.

MBE/WBE Solicitation form

Contractor's must document their efforts to solicit bids for subcontracted work and materials from MBE/WBE firms. Use attached form.

MBE/WBE CONTRACT SOLICITATION AND COMMITMENT STATEMENT

(1) Name of Bidder

(2) IFB Number

Address

Bid Opening Date

Telephone Number

Contact Person

(8) NOTE: List those certified minority/women owned businesses from which you solicited quotes or which contacted you and gave you quotes in regard to this invitation for bid. Bidder's contract with Subcontractors and suppliers should be at least five days prior to the bid opening date.

* (3) COMPANY NAME EIN/SSN TELEPHONE NUMBER	(4) MBE (X)	(4) WBE (X)	(5) TYPE OF CONSTRUCTION, EQUIPMENT, SERVICES AND/OR SUPPLIES TO BE PROVIDED TO THE PROJECT	(6) TOTAL DOLLAR AMOUNT OF QUOTE RECEIVED	* (7) TOTAL COMMITMENT DOLLAR AMOUNT

(9) NOTE Minimum Levels (MPL): MBE-5%, WBE-3%

A presumption of responsibility may be made if the dollar commitment of MBE/WBE reflects this minimum participation level.

(10) Prepared By

Telephone Number/E-mail Address:

Use additional sheets if necessary.

EXPLANATION OF COLUMN ITEMS

(MBE/WBE Contract Solicitation and Commitment Statement)

1. Provide your company name, address, telephone number.
2. Provide the Invitation for Bid (IFB) number, if available, bid opening date and bidder's contact person.
3. Enter the subcontractor's company name, Employer Identification Number (EIN), Social Security Number (SSN) and telephone number with area code. Only the company's name is a mandatory item.
4. Indicate whether or not the firm is an MBE/ WBE firm. Place a check mark in either the MBE column or the WBE column.
5. Indicate type of work to be performed and/or material to be supplied.
6. Enter the total dollar amount of the quote received.
7. Enter the dollar amount of the commitment which you have made to the MBE or WBE firm. If no amount is provided in this space, it will be presumed that your firm made no commitment to the MBE or WBE firm.
8. NOTE: You must include information on both solicited and unsolicited quotes. Failure to include a firm providing solicited or unsolicited quotes may result in the rejection of the bid. Five days is a guide. However, adequate time must be provided for sub-contractors and suppliers to respond to bids.
9. NOTE: If the minimum participation levels for this project are not achieved, you must provide a written explanation on this or a separate sheet explaining the failure to achieve the MPL for either MBE or WBE. Failure to provide this explanation will result in rejection of the bid as non-responsive.
10. Indicate the name and title of the person(s) who prepared the form, along with an e-mail address.

ATTACHMENT D

ACCESSIBILITY TO CONSTRUCTION SITE AND CONTRACTOR'S FILES

The municipality, the County of Morris, Department of Human Services, Division of Community & Behavioral Health Services, Office of Community Development and the U.S. Department of Housing and Urban Development shall have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment, material invoices, contractors' books of account, relevant data, and records.

ATTACHMENT E

INTEREST OF OTHER PARTIES

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefrom.

No member, officer or employees of the County of Morris or its designees or agents, no member of the governing body of the locality in which the project is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project shall, during his tenure or for one year thereafter, have any interest, direct or indirect, in this matter or the proceeds thereof.

ATTACHMENT F

FEDERAL LABOR STANDARDS PROVISIONS and NEW JERSEY WAGE LAW

**NJ law requires the contractor pay the HIGHER of State prevailing wages
or Davis-Bacon wages, for each class of worker**

Wage Rates

- A. This contract is subject to the requirements of the New Jersey Prevailing Wage Act, N.J.S.A. 34-11-56-25 *et. seq.* as amended which establishes a prevailing wage level for workmen engaged in public works.
- B. The current prevailing Davis-Bacon wage determination is contained within these contract documents; however, applicable rates are those wages and fringe benefit rates in effect on the date the contract is awarded. Rates may change between the time of issuance of the determination contained herein and the award of the contract. No adjustment in contract amount shall be made on account of any change in the prevailing rates. The Contractor must pay the higher of the Davis-Bacon Wage Rates or the New Jersey Prevailing Wage.
- C. When a public body engages in competitive bidding for public work subject to the provisions of the New Jersey Prevailing Wage Act (PWA), the person who makes the lowest bid for the contract by 10 percent or more under the amount of the next lowest bid shall prior to award of the contract certify to the public body on the Lowest Bidder Prevailing Wage Certification form that the prevailing wage rates required by the NJ Prevailing Wage Act will be paid in performing the work under the contract. . If the bidder does not provide the certification required prior to the award of the contract, the public body shall award the contract to the next lowest responsible and responsive bidder.
- D. In accordance with N.J.S.A. 34-11.56.38 this contract will not be awarded to bidders who are on the listing of Contractors and subcontractors debarred from public work pursuant to N.J.S.A. 34:11-56.37.

Insert Davis-Bacon Wage Decision When Received

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

- A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
 1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

- A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 2. The classification is used in the area by the construction industry; and
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D.** A contractor's assignee(s);
- E.** A contractor's successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

- A. Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- B. Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- C. Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor’s or subcontractor’s agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii Equal employment opportunity** The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

3. Withholding for unpaid wages and liquidated damages

i. Withholding process The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii Priority to withheld funds The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its reprocurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
- D.** A contractor’s assignee(s);
- E.** A contractor’s successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Davis-Bacon and Related Acts Weekly Certified Payroll Form
(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



Unless otherwise noted, the information requested is specific to the named project below.

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

☐ SUBMISSION OF FINAL DBRA CERTIFIED PAYROLL FORM

☐ PRIME CONTRACTOR

☐ SUBCONTRACTOR

Rev. January 2025

OMB No.: 1235-0008

Expires: 01/31/2028

PROJECT NAME		PROJECT NO. or CONTRACT NO.		CERTIFIED PAYROLL NO.		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME											
PROJECT LOCATION		WAGE DETERMINATION NO.		WEEK ENDING DATE		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS ADDRESS											
WORKER ENTRY NO.	WORKER LAST NAME	WORKER FIRST NAME	WORKER MIDDLE INITIAL	WORKER IDENTIFYING NO.	(1) JOURNEYWORKER (RA) REGISTERED APPRENTICE	(2) LABOR CLASSIFICATION	(3) ST = STRAIGHT TIME OT = OVERTIME	(4) (TOP) DAYS OF WORK WEEK (BOTTOM) DATES HOURS WORKED EACH DAY	(5) TOTAL HOURS WORKED FOR WEEK	(6A) HOURLY WAGE RATE PAID FOR ST AND OT	(6B) TOTAL FRINGE BENEFIT CREDIT	(6C) PAYMENT IN LIEU OF FRINGE BENEFITS	(7A) GROSS AMT EARNED	(7B) GROSS AMT EARNED FOR ALL WORK	(8) DEDUCTIONS FOR ALL WORK TAX WITH-HOLDINGS FICA OTHER (MUST SPECIFY, SEE INSTRUCTIONS) TOTAL DEDUCTIONS		(9) NET PAY TO WORKER FOR ALL WORK
							ST										
							OT										
							ST										
							OT										
							ST										
							OT										
							ST										
							OT										
							ST										
							OT										
							ST										
							OT										
							ST										
							OT										
							ST										
							OT										

While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, "furnish a statement on the wages paid each employee during the prior week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the agency is not such a party, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency). Each certified payroll must be accompanied by a signed "Statement of Compliance" (e.g., page 2 of the WH-347 or another document with identical wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to determine whether workers have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room 53502, 200 Constitution Avenue, N.W. Washington, D.C. 20210 (over)

PROJECT NAME		PROJECT NO. or CONTRACT NO.		PAYROLL NO.		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME				
PROJECT LOCATION				WEEK ENDING DATE		CERTIFYING OFFICIAL'S NAME AND TITLE				
I paid or supervised the payment of the laborers or mechanics working on the above project during the stated time period. I certify the following: The payroll information submitted with this statement is correct and complete for the above project during the above period, and the wage and fringe benefit rates paid to the workers, including credit taken for the reasonably anticipated costs of a bona fide fringe benefit plan, fund or program, are not less than the applicable wage and fringe benefits rates for the classification(s) of work actually performed, as specified in the wage determination(s) incorporated into the contract. All regular payrolls and all other basic records that the contractor is required to maintain for this payroll period are complete and accurate and will be made available upon request from the agency or the Department of Labor. The classifications reported for each laborer or mechanic are the classification(s) of work that each worker actually performed. Any workers paid as apprentices during the above period are duly registered in a bona fide apprenticeship program registered with the Office of Apprenticeship, Employment and Training Administration, United States Department of Labor ("OA"), or a State Apprenticeship Agency ("SAA") recognized by Department of Labor. I have verified the registered apprenticeship program information provided below as accurate and applicable to any apprentices identified on page 1 of this form.										
APPRENTICESHIP PROGRAM NAME		REGISTERED		NAME OF LABOR CLASSIFICATION						
		☐ OA ☐ SAA								
		☐ OA ☐ SAA								
		☐ OA ☐ SAA								
Fringe benefits have been paid in cash and/or to bona fide fringe benefit plans, funds, or programs. Where the contractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of a bona fide fringe benefit plan, fund, or program, provide plan information and the hourly credit claimed for each worker listed on the previous page of this form.										
HOURLY CREDIT FOR FRINGE BENEFITS <i>If an amount is listed in (6B) on the first page of this certified payroll form, enter the hourly credit claimed under each plan name, type and number for each worker and check whether the plan is funded or unfunded.</i>										
NAME OF WORKER	FB NAME	FB TYPE	PLAN NO.	FB NAME	FB TYPE	PLAN NO.	FB NAME	FB TYPE	PLAN NO.	TOTAL HOURLY CREDIT
	☐ Funded Hourly Credit	☐ Unfunded Hourly Credit	☐ Funded Hourly Credit	☐ Unfunded Hourly Credit	☐ Funded Hourly Credit	☐ Unfunded Hourly Credit	☐ Funded Hourly Credit	☐ Unfunded Hourly Credit	☐ Funded Hourly Credit	☐ Unfunded Hourly Credit
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
All workers on the project have been paid the full weekly wages earned, and no rebates or deductions have been or will be made either directly or indirectly, other than permissible deductions as defined in 29 CFR part 3.										
ADDITIONAL REMARKS										
SIGNATURE OF CERTIFYING OFFICIAL										
DATE				TELEPHONE NUMBER		EMAIL ADDRESS				
				(____) _____						
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION (SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE), AS WELL AS DEBARMENT FROM FUTURE FEDERAL AND FEDERALLY-ASSISTED CONTRACTS. INFORMATION REPORTED IN CERTIFIED PAYROLLS MAY BE SUBJECT TO DISCLOSURE IN RESPONSE TO A FREEDOM OF INFORMATION ACT REQUEST.										

ATTACHMENT-G

**CONTRACTOR and SUBCONTRACTOR CLEARANCE
REQUIREMENTS**

COMPANY NAME: _____

OFFICE ADDRESS: _____

PHONE NUMBER: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER¹: _____

UNIQUE ENTITY IDENTIFIER (UEI)¹ (required): _____

Identify if the firm is: ☐ WBE ☐ MBE* ☐ SECTION 3

*Identify Race or Ethnicity: _____

Amount of Subcontract: \$ _____

PRINCIPAL OFFICERS

PRESIDENT: _____

ADDRESS: _____

VICE PRESIDENT:

ADDRESS: _____

TREASURER:

ADDRESS

SECRETARY:

ADDRESS

¹Your EIN number is required to obtain debarment clearance. You are responsible for compliance with all Federal regulations as this is a federal project. Contractors and subcontractors are responsible to incorporate the highest wage decision from Federal and State for each job title. A weekly report of subcontractors and certified payrolls are required from contractors and subcontractors. **Failure to comply with the submission of documentation or required corrections could result in withholding of progress and/or final payments.**

ATTACHMENT H

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Appendix II

- (A) Contracts for more than the simplified acquisition threshold, currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, **must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
1. **Termination of Contract for Cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Public Body shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Public Body, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Public Body for damages sustained by the Public Body by virtue of any breach of the Contract by the Contractor, and the Public Body may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Public Body from the Contractor is determined.
 2. **Termination for Convenience of the Public Body.** The Public Body may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the Contract is terminated by the Public Body as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Contractor, Paragraph 1 hereof relative to termination shall apply.
- (C) **Equal Employment Opportunity.** Applicable to all construction contracts over \$10,000. During the performance of this Contract, the Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60) as follows:
1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, color, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, sex, color, sexual orientation, gender identity or national origin. Such action 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 Body setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitation 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 race, religion, color, sexual orientation, gender identity sex, or national origin.
3. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contract or subcontracts for standard commercial supplies or raw materials.

(D) **Title VI of the Civil Rights Act of 1964.** No person shall, on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal funds.

(E) **Section 109 of the Housing and Community Development Act of 1974.** No person in the United States shall on the grounds of race, color, national origin, disability, age, religion, or sex be excluded from participation in, or be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

(F) **Davis-Bacon Act**, as amended (40 U.S.C. 3141- 3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

Attach HUD form 4010 Federal Labor Standards Provisions.

(G) **Contract Work Hours and Safety Standards Act** Applicable to contracts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(H) **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and

any implementing regulations issued by the awarding agency.

- (I) **Clean Air Act** (42 U.S.C. 7401- 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended - Compliance with the applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15) is required for all contracts, subcontracts and subgrants of amounts in excess of \$150,000. For all such Contracts, all Contractors and subcontractors agree to the following requirements:

1. A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. A stipulation that as a condition for the award of the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities.
4. Agreement by the Contractor that he will include or cause to be included the criteria and requirements in paragraph (a) through (d) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provision.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

- (J) **Debarment and Suspension** (Executive Orders 12549 and 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Use www.SAM.gov

- (K) **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- (L) **Procurement of recovered materials.-** Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

ATTACHMENT I
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the contract documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Company: _____

Authorized Signature: _____

Print Name: _____

Date: _____

ATTACHMENT J

HOUSING CONSTRUCTION STANDARDS

The structure must meet the standards set by the New Jersey State and local codes.

The contractor is responsible for obtaining all permits and complying with local building codes.

ATTACHMENT K

SECTION 3 CONTRACTS WITH HUD-ASSISTED FUNDS OVER \$300,000 (\$150,000 FOR LEAD HAZARD CONTROL)

SECTION 3 Applies to construction projects where the total amount of HUD-assisted funds to the project (including multiple-phased projects where funding has been disbursed in increments on a yearly basis to the same activity) exceeds a threshold of \$300,000. (The threshold is \$150,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs).

ATTACHMENT K

SECTION 3 CLAUSE FOR THE PROCUREMENT DOCUMENTS AND CONTRACTS

All Section 3 covered contracts and subcontracts, procurement documents and solicitations must include the following clause:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause. The contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. Said notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.
- E. The contractor agrees to hire, to the greatest extent feasible, Section 3 workers as new hires, or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical hiring goals, despite its efforts to comply with the provisions of this clause.
- F. The contractor agrees to attempt to recruit from within the grantee's service area to fill employment opportunities generated by Section 3 covered assistance through local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area and providing preference for these opportunities in the following order: Section 3 Residents residing in the service area or neighborhood in which the Section 3 covered project is located (Targeted Section 3 Workers); Participants in YouthBuild Programs, and Other Section 3 Residents.
- G. The contractor agrees to maintain records documenting Section 3 residents that were hired to work on previous Section 3 covered projects or activities that were retained by the

contractor for subsequent Section 3 covered projects or activities.

- H. The contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- I. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- J. The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.
- K. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- L. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

_____ Contractor Name	_____ Contractor Signature	_____ Date
_____ Subcontractor Name	_____ Subcontractor Signature	_____ Date
_____ Subcontractor Name	_____ Subcontractor Signature	_____ Date
_____ Subcontractor Name	_____ Subcontractor Signature	_____ Date

Add page for additional subcontractors

ATTACHMENT L

FOR PROJECTS WITH BABAA

BUILD AMERICA, BUY AMERICA ACT (BABAA)

The Build America, Buy America Act (BABAA) was signed into law in November 2021 as part of the Infrastructure Investment and Jobs Act. BABAA establishes a domestic content procurement preference known as the “Buy America Preference” (BAP) for Federal infrastructure spending. In general, BAP requires that all iron, steel, manufactured products, and construction materials used in infrastructure projects funded with Federal financial assistance (FFA) must be produced in the United States, unless a waiver is in place requiring otherwise. Bidders shall submit evidence of materials produced in the United States as part of the submission.

BABAA CLAUSE FOR THE PROCUREMENT DOCUMENTS AND CONTRACTS

All Build America, Buy America (BABAA) covered contracts and subcontracts, procurement documents and solicitations must include the following clause:

Contractor shall comply with the Build America, Buy America Act Section 70912, enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58. The Act establishes domestic content procurement preference for infrastructure projects. (1) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) All manufactured products and construction materials used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation. 5 IIJA, § 70923(a) & (b)(1). 6 OMB Memorandum M-21-26, Increasing Opportunities for Domestic Sourcing and Reducing the Need for Waivers from Made in America Laws available at: <https://www.whitehouse.gov/wp-content/uploads/2020/11/M-21-06.pdf> 7 For the purposes of this guidance, a “Buy America” preference is a domestic content procurement preference as defined in IIJA, § 70912(2). 8 IIJA, § 70912 (5) & (7). 9 See Appendix I: Example of Award Term - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials. 2 (3) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

BABAA BIDDER'S CERTIFICATION

Attach this form to all Bids for all HUD-assisted funding infrastructure projects.

Project Name			
BIDDER COMPANY NAME		BIDDER COMPANY ADDRESS	

PURPOSE: This Bidder Certification Form is used to certify that, as required by federal law, materials listed in the bid(s) attached meet the requirements of the Build America, Buy America Act (BABAA), also known as the Buy America Program (BAP).

The undersigned certifies that the iron, steel, manufactured products, and construction materials used in any contract awarded under this bid proposal will meet BABAA requirements (if applicable), including:

- ☐ **Iron and Steel:** All iron and steel used in the project are produced in the United States, meaning that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- ☐ **Construction Materials:** (Not applicable for 2023 and earlier funding) All construction materials are manufactured in the United States, meaning that all manufacturing processes for the construction material occurred in the United States. *Minor additions of materials or binding agents to a construction material do not change the categorization of the material.*
- ☐ **Manufactured Products:** (Not applicable to 2024 and earlier funding) All manufactured products were produced in the United States. To be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

As a bidder for the project, I hereby certify that I have read, understand, and will comply with the Build America, Buy America provisions as required by federal law and that the materials in the attached Bid meet the requirements of the Build America, Buy America Act and accompanying guidance. Furthermore, I understand that BABAA provisions apply to any and all portions of this project, including subcontracted portions.

I also agree to provide a completed and signed *BABAA Contractor/Subcontractor Certification* with each payment request to the Municipality/Agency along with documentation verifying the material meets all requirements of BABAA.

I understand that a false statement on this Certification may be grounds for rejection or termination of any contract.

Contractor Name: _____

Contractor Signature: _____ Date: _____

BABAA CONTRACTOR/SUBCONTRACTOR CERTIFICATION

Project Name			
CONTRACTOR/ SUBCONTRACTOR NAME		CONTRACT NUMBER	
CONTRACTOR/ SUBCONTRACTOR ADDRESS		INVOICED PERIOD	
		INVOICED AMOUNT	

PURPOSE: This Contractor Buy America Certification form is used to certify that, as required by federal law, materials listed meet the requirements of the Build America, Buy America Act (BABAA), also known as the Buy America Program (BAP).

Contractors and Subcontractors must complete and sign a copy of this form and submit with each payment request to the Municipality or Agency, along with receipts and/or other documentation showing evidence of BABAA compliance. Evidence includes, but is not limited to, Made in the USA labels or product details information labels with country of origin, or Manufacturer Certification Letters that confirm products used for the infrastructure project comply with BABAA. Letters may include project name and location, contract/project number, description of products and identify location of production.

The undersigned certifies that the iron, steel, manufactured products, and construction materials used in this contract is in full compliance with the BABAA requirements (if applicable), including:

- ☐ **Iron and Steel:** All iron and steel used in the project are produced in the United States, meaning that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- ☐ **Construction Materials:** (Not applicable to 2023 and earlier projects) All construction materials are manufactured in the United States, meaning that all manufacturing processes for the construction material occurred in the United States. *Minor additions of materials or binding agents to a construction material do not change the categorization of the material.*
- ☐ **Manufactured Products:** (Not applicable to 2024 and earlier projects) All manufactured products were produced in the United States. To be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

I Certify that in accordance with the BABAAA requirements and absent an applicable waiver, all of the iron, steel, manufactured products and construction materials used were produced in the United States.

Authorized Representative (Name): _____

Signature: _____ Date: _____

APPENDIX B ǒ Davis-Bacon Wage Rates

"General Decision Number: NJ20260059 08/13/2026

State: New Jersey

Construction Types: Heavy

Counties: New Jersey Counties of
Morris

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026
2	08/13/2026

BRNJ0004-001 05/01/2025

	Rates	Fringes
CEMENT MASON.....	\$ 49.60	37.96

CARP0006-009 05/01/2025

	Rates	Fringes
CARPENTER: SCAFFOLD BUILDER (THE FIRST SIXTY FEET AT THE REGULAR RATE, 10% PER HOUR ADDITIONAL FOR EACH ADDITIONAL FIFTY FEET THEREAFTER.)		
	\$ 57.42	34.17

CARP0006-013 05/01/2025

	Rates	Fringes
CARPENTER: INCLUDING FORM WORK (THE FIRST SIXTY FEET AT THE REGULAR RATE, 10% PER HOUR ADDITIONAL FOR EACH ADDITIONAL FIFTY FEET THEREAFTER.).....	\$ 57.42	34.17

CARP0715-007 05/01/2025

	Rates	Fringes
MILLWRIGHT (WORK OF ERECTION AND DISMANTLING OF ELEVATORS AND TOWERS, SUCH AS CONCRETE CONVEYORS		

AND TEMPORARY MATERIAL ELEVATORS, SCAFFOLDING OR OTHER STRUCTURES TO BE USED AS SCAFFOLDING INSIDE OR OUTSIDE OF BUILDINGS: THE FIRST SIXTY FEET AT THE REGULAR RATE, 10% PER HOUR ADDITIONAL FOR EACH ADDITIONAL FIFTY FEET THEREAFTER).....	\$ 58.84	35.06
---	----------	-------

ELEC0102-026 06/02/2025

	Rates	Fringes
ELECTRICIAN (WORK FORTY FT. OR MORE ABOVE THE GROUND OR PROTECTIVE RIGGING (DOES NOT APPLY TO POLE WORK, OR TO USE OF A MANLIFT OR HIGH REACH-TYPE LIFT): 10% PER HOUR ADDITIONAL. WORK WITH, OR THE REMOVAL OF, ASBESTOS MATERIALS: 112% TIMES THE JOURNEYMAN RATE.).....	\$ 65.43	42.86
ELECTRICIAN: CABLE SPLICER (WORK FORTY FT. OR MORE ABOVE THE GROUND OR PROTECTIVE RIGGING (DOES NOT APPLY TO POLE WORK, OR TO USE OF A MANLIFT OR HIGH REACH-TYPE LIFT): 10% PER HOUR ADDITIONAL. WORK WITH, OR THE REMOVAL OF, ASBESTOS MATERIALS: 112% TIMES THE JOURNEYMAN RATE.).....	\$ 71.97	46.42

ENGI0825-021 07/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR: GROUP 5 OILER (HAZARDOUS WASTE REMOVAL WORK: WORK ON A STATE OR FEDERALLY DESIGNATED HAZARDOUS WASTE SITE, WHERE THE WORKER IS IN DIRECT CONTACT WITH HAZARDOUS MATERIAL, AND WHEN PERSONAL PROTECTIVE EQUIPMENT IS REQUIRED FOR RESPIRATORY, SKIN AND EYE PROTECTION: 20% PER HOUR ADDITIONAL.) PAID HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY OBSERVED, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, PRESIDENTIAL ELECTION DAY, VETERAN'S DAY, THANKSGIVING DAY AND CHRISTMAS DAY; PROVIDED 1) THAT THE WORKER WORKS THREE OF THE PRECEDING FIVE WORK DAYS BEFORE THE HOLIDAY; OR, THE WORK DAY BEFORE THE HOLIDAY AND THE WORK DAY AFTER THE HOLIDAY; AND, 2) THAT THE WORKER WORKS THE WORK DAY BEFORE AND THE WORK DAY AFTER THE HOLIDAY.....	\$ 52.88	37.50
POWER EQUIPMENT OPERATOR: GROUP 4 BROOM; COMPRESSOR (SINGLE); FARM TRACTOR; FRONT END LOADER (UNDER 1 CU. YD.); ROLLER, GRADE; PUMP (HAZARDOUS WASTE REMOVAL WORK: WORK ON A STATE OR FEDERALLY DESIGNATED HAZARDOUS WASTE SITE, WHERE THE WORKER IS IN DIRECT CONTACT WITH HAZARDOUS MATERIAL, AND WHEN PERSONAL PROTECTIVE EQUIPMENT IS REQUIRED FOR RESPIRATORY, SKIN AND EYE PROTECTION: 20% PER HOUR ADDITIONAL.) PAID HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY OBSERVED, MEMORIAL DAY,		

INDEPENDENCE DAY, LABOR DAY, PRESIDENTIAL ELECTION DAY, VETERAN'S DAY, THANKSGIVING DAY AND CHRISTMAS DAY; PROVIDED 1) THAT THE WORKER WORKS THREE OF THE PRECEDING FIVE WORK DAYS BEFORE THE HOLIDAY; OR, THE WORK DAY BEFORE THE HOLIDAY AND THE WORK DAY AFTER THE HOLIDAY; AND, 2) THAT THE WORKER WORKS THE WORK DAY BEFORE AND THE WORK DAY AFTER THE HOLIDAY.....	\$ 56.59	37.50
POWER EQUIPMENT OPERATOR: GROUP 3 ASPHALT SPREADER; BULLDOZER; COMPRESSOR(2 OR 3) (IN BATTERY) (WITHIN 100 FT.); CRUSHER; FORKLIFT; FRONT END LOADER (1 CU. YD. AND OVER BUT LESS THAN 2 CU. YD.); LULL; MECHANIC; PAVER, ASPHALT; ROLLER, BLACKTOP; TRACTOR (HAZARDOUS WASTE REMOVAL WORK: WORK ON A STATE OR FEDERALLY DESIGNATED HAZARDOUS WASTE SITE, WHERE THE WORKER IS IN DIRECT CONTACT WITH HAZARDOUS MATERIAL, AND WHEN PERSONAL PROTECTIVE EQUIPMENT IS REQUIRED FOR RESPIRATORY, SKIN AND EYE PROTECTION: 20% PER HOUR ADDITIONAL.) PAID HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY OBSERVED, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, PRESIDENTIAL ELECTION DAY, VETERAN'S DAY, THANKSGIVING DAY AND CHRISTMAS DAY; PROVIDED 1) THAT THE WORKER WORKS THREE OF THE PRECEDING FIVE WORK DAYS BEFORE THE HOLIDAY; OR, THE WORK DAY BEFORE THE HOLIDAY AND THE WORK DAY AFTER THE HOLIDAY; AND, 2) THAT THE WORKER WORKS THE WORK DAY BEFORE AND THE WORK DAY AFTER THE HOLIDAY.....		
	\$ 58.22	37.50
POWER EQUIPMENT OPERATOR: GROUP 2 BACKHOE LOADER COMBO; CONCRETE PUMPER; GRADER/BLADE (FINISH); HOIST; HYDRAULIC CRANE, 10 TONS AND UNDER; FRONT END LOADER (2 CU. YD. BUT LESS THAN 5 CU. YD.); SCRAPER; SIDE BOOM (HAZARDOUS WASTE REMOVAL WORK: WORK ON A STATE OR FEDERALLY DESIGNATED HAZARDOUS WASTE SITE, WHERE THE WORKER IS IN DIRECT CONTACT WITH HAZARDOUS MATERIAL, AND WHEN PERSONAL PROTECTIVE EQUIPMENT IS REQUIRED FOR RESPIRATORY, SKIN AND EYE PROTECTION: 20% PER HOUR ADDITIONAL.) PAID HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY OBSERVED, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, PRESIDENTIAL ELECTION DAY, VETERAN'S DAY, THANKSGIVING DAY AND CHRISTMAS DAY; PROVIDED 1) THAT THE WORKER WORKS THREE OF THE PRECEDING FIVE WORK DAYS BEFORE THE HOLIDAY; OR, THE WORK DAY BEFORE THE HOLIDAY AND THE WORK DAY AFTER THE HOLIDAY; AND, 2) THAT THE WORKER WORKS THE WORK DAY BEFORE AND THE WORK DAY AFTER THE HOLIDAY.....		
	\$ 60.13	37.50
POWER EQUIPMENT OPERATOR: GROUP 1 BACKHOE, INCLUDING BACKHOE TRACK; BOOM; CONCRETE PAVING MACHINE; CRANE (ALL TYPES, INCLUDING OVERHEAD AND STRADDLE TRAVELING TYPE); DRILL (DOWN-THE-HOLE		

DRILL, ROTARY DRILL, SELF-PROPELLED HYDRAULIC DRILL, SELF-POWERED DRILL); ELEVATING GRADER; EXCAVATOR; FRONT END LOADER (5 CU. YD. AND OVER); PILEDRIVER (LENGTH OF BOOM, INCLUDING LENGTH OF LEADS, SHALL DETERMINE PREMIUM RATE APPLICABLE) (HAZARDOUS WASTE REMOVAL WORK: WORK ON A STATE OR FEDERALLY DESIGNATED HAZARDOUS WASTE SITE, WHERE THE WORKER IS IN DIRECT CONTACT WITH HAZARDOUS MATERIAL, AND WHEN PERSONAL PROTECTIVE EQUIPMENT IS REQUIRED FOR RESPIRATORY, SKIN AND EYE PROTECTION: 20% PER HOUR ADDITIONAL.) PAID HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY OBSERVED, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, PRESIDENTIAL ELECTION DAY, VETERAN'S DAY, THANKSGIVING DAY AND CHRISTMAS DAY; PROVIDED 1) THAT THE WORKER WORKS THREE OF THE PRECEDING FIVE WORK DAYS BEFORE THE HOLIDAY; OR, THE WORK DAY BEFORE THE HOLIDAY AND THE WORK DAY AFTER THE HOLIDAY; AND, 2) THAT THE WORKER WORKS THE WORK DAY BEFORE AND THE WORK DAY AFTER THE HOLIDAY.....\$ 61.72 37.50

IRON0011-012 07/01/2025

	Rates	Fringes
IRONWORKER: STRUCTURAL AND ORNAMENTAL.....	\$ 52.24	50.32
IRONWORKER: REINFORCING.....	\$ 49.94	50.32

LAB00077-008 07/01/2012

	Rates	Fringes
LABORER: MASON TENDER: CEMENT/CONCRETE.....	\$ 29.35	23.07

LAB00172-009 03/01/2025

	Rates	Fringes
LABORER: PIPELAYER (HAZARDOUS WASTE REMOVAL WORK: WORK ON A STATE OR FEDERALLY DESIGNATED HAZARDOUS WASTE SITE, WHERE THE WORKER IS REQUIRED TO WEAR LEVEL A, B OR C PERSONAL PROTECTION: \$3.00 PER HOUR ADDITIONAL. WORK ON A STATE OR FEDERALLY DESIGNATED HAZARDOUS WASTE SITE, WHERE THE WORKER IS NOT REQUIRED TO WEAR LEVEL A, B, OR C PERSONAL PROTECTION: \$1.00 PER HOUR ADDITIONAL.) PAID HOLIDAYS: NEW YEAR'S DAY, PRESIDENT'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, PRESIDENTIAL ELECTION DAY, VETERAN'S DAY, THANKSGIVING DAY AND CHRISTMAS DAY; PROVIDED THAT THE WORKER WORKS THREE DAYS FOR THE SAME EMPLOYER WITHIN A PERIOD OF TEN WORKING DAYS CONSISTING OF FIVE WORKING DAYS BEFORE AND FIVE WORKING DAYS AFTER THE DAY UPON WHICH THE HOLIDAY FALLS OR IS OBSERVED.....	\$ 51.65	38.53

LABORER: COMMON OR GENERAL LABORER; LANDSCAPE LABORER, POWER TOOL OPERATOR (HAZARDOUS WASTE REMOVAL WORK: WORK ON A STATE OR FEDERALLY DESIGNATED HAZARDOUS WASTE SITE, WHERE THE WORKER IS REQUIRED TO WEAR LEVEL A, B OR C PERSONAL PROTECTION: \$3.00 PER HOUR ADDITIONAL. WORK ON A STATE OR FEDERALLY DESIGNATED HAZARDOUS WASTE SITE, WHERE THE WORKER IS NOT REQUIRED TO WEAR LEVEL A, B, OR C PERSONAL PROTECTION: \$1.00 PER HOUR ADDITIONAL.) PAID HOLIDAYS: NEW YEAR'S DAY, PRESIDENT'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, PRESIDENTIAL ELECTION DAY, VETERAN'S DAY, THANKSGIVING DAY AND CHRISTMAS DAY; PROVIDED THAT THE WORKER WORKS THREE DAYS FOR THE SAME EMPLOYER WITHIN A PERIOD OF TEN WORKING DAYS CONSISTING OF FIVE WORKING DAYS BEFORE AND FIVE WORKING DAYS AFTER THE DAY UPON WHICH THE HOLIDAY FALLS OR IS OBSERVED.....	\$ 50.95	38.53

PAIN0711-023 05/01/2023		
	Rates	Fringes
PAINTER: WORK ON BRIDGES (MAJOR BRIDGES DESIGNED FOR COMMERCIAL NAVIGATION).....	\$ 58.28	33.85

PAIN0711-024 05/01/2017		
	Rates	Fringes
PAINTER: BRUSH AND ROLLER (REPAINT WORK, ON PROJECTS ON WHICH NO MAJOR ALTERATIONS OCCUR.).....	\$ 29.05	18.91
PAINTER: BRUSH AND ROLLER (NEW CONSTRUCTION).....	\$ 40.19	22.72

PLUM0274-010 05/01/2022		
	Rates	Fringes
PIPEFITTER (MORRIS COUNTY (DOES NOT INCLUDE THE BOROUGH OF CHATHAM; TOWNSHIP OF CHATHAM; BOROUGH OF CHESTER; TOWNSHIPS OF CHESTER, HARDING AND LONG HILL; BOROUGH OF MENDHAM; TOWNSHIPS OF MENDHAM AND MOUNT OLIVE; TOWNSHIP OF WASHINGTON (TOWN OF LONG VALLEY ONLY))).....	\$ 57.97	40.22

PLUM0475-022 05/01/2025		
	Rates	Fringes
PIPEFITTER (MORRIS COUNTY (BOROUGH OF CHATHAM; TOWNSHIP OF CHATHAM; BOROUGH OF CHESTER; TOWNSHIPS OF CHESTER, HARDING AND LONG HILL; BOROUGH OF MENDHAM; TOWNSHIPS OF MENDHAM AND MOUNT OLIVE; TOWNSHIP OF WASHINGTON (TOWN OF LONG VALLEY ONLY))..	\$ 56.34	50.80

TEAM0408-003 05/01/2025

	Rates	Fringes
TRUCK DRIVER: OFF THE ROAD TRUCK, FLATBED TRUCK, PICKUP TRUCK, VACUUM TRUCK (A. EMPLOYER CONTRIBUTES \$2026.49 PER MONTH PER WORKER FOR HEALTH AND WELFARE.) (HAZARDOUS WASTE REMOVAL WORK, WHERE THE WORKER IS IN DIRECT CONTACT WITH HAZARDOUS MATERIAL, AND WHEN PERSONAL PROTECTIVE EQUIPMENT IS REQUIRED FOR RESPIRATORY, SKIN AND EYE PROTECTION: \$3.00 PER HOUR ADDITIONAL. HAZARDOUS WASTE REMOVAL WORK, WHERE THE WORKER IS WORKING IN A HAZARDOUS WASTE SITE, IN A ZONE REQUIRING LEVEL A PERSONAL PROTECTION FOR ANY OF THE WORKERS: \$3.00 PER HOUR ADDITIONAL. HAZARDOUS WASTE REMOVAL WORK, WHERE THE WORKER IS NOT WORKING IN A ZONE REQUIRING LEVEL A, B OR C PERSONAL PROTECTION: \$1.00 PER HOUR ADDITIONAL.) PAID HOLIDAYS: NEW YEAR'S DAY, PRESIDENT'S DAY, DECORATION DAY, INDEPENDENCE DAY, LABOR DAY, PRESIDENTIAL ELECTION DAY, VETERAN'S DAY, THANKSGIVING DAY AND CHRISTMAS DAY; PROVIDED THAT THE WORKER HAS BEEN ASSIGNED TO WORK, OR, ""SHAPES"", ONE DAY OF THE CALENDAR WEEK DURING WHICH THE HOLIDAY OCCURS.....	\$ 46.51	31.82
TRUCK DRIVER: DUMP TRUCK (A. EMPLOYER CONTRIBUTES \$2026.49 PER MONTH PER WORKER FOR HEALTH AND WELFARE). (HAZARDOUS WASTE REMOVAL WORK, WHERE THE WORKER IS IN DIRECT CONTACT WITH HAZARDOUS MATERIAL, AND WHEN PERSONAL PROTECTIVE EQUIPMENT IS REQUIRED FOR RESPIRATORY, SKIN AND EYE PROTECTION: \$3.00 PER HOUR ADDITIONAL. HAZARDOUS WASTE REMOVAL WORK, WHERE THE WORKER IS WORKING IN A HAZARDOUS WASTE SITE, IN A ZONE REQUIRING LEVEL A PERSONAL PROTECTION FOR ANY OF THE WORKERS: \$3.00 PER HOUR ADDITIONAL. HAZARDOUS WASTE REMOVAL WORK, WHERE THE WORKER IS NOT WORKING IN A ZONE REQUIRING LEVEL A, B OR C PERSONAL PROTECTION: \$1.00 PER HOUR ADDITIONAL.) PAID HOLIDAYS: NEW YEAR'S DAY, PRESIDENT'S DAY, DECORATION DAY, INDEPENDENCE DAY, LABOR DAY, PRESIDENTIAL ELECTION DAY, VETERAN'S DAY, THANKSGIVING DAY AND CHRISTMAS DAY; PROVIDED THAT THE WORKER HAS BEEN ASSIGNED TO WORK, OR, ""SHAPES"", ONE DAY OF THE CALENDAR WEEK DURING WHICH THE HOLIDAY OCCURS.....	\$ 46.41	31.82

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.		
=====		

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

“SU” wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The “SA” identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the “SA” identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the

decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

=====

END OF GENERAL DECISION

"

APPENDIX C ð Construction Plans

WATER MAIN REPLACEMENT PROJECT SPRING STREET AND BELLEVIEW TERRACE

CONTRACT 2026.15

Borough of Butler
Morris County, New Jersey

Borough Officials

Ryan Martinez, Mayor

Alexander Calvi
Jose Guzman
Robert Meier

Michael MacDonald
Marc Piccirillo
Raymond Verdonik

Matthew Guilder, Borough Administrator

Anderson & Denzler Associates
Consulting Engineers
East Hanover, New Jersey

September 2026

SHEET INDEX

PROJECT LOCATION MAP, LEGEND & NOTES	SHT. NO. 1
WATER MAIN PLAN SHEETS.	SHT. NO. 2 & 3
CONSTRUCTION DETAILS.	SHT. NO. 4

LEGEND

SYMBOLS

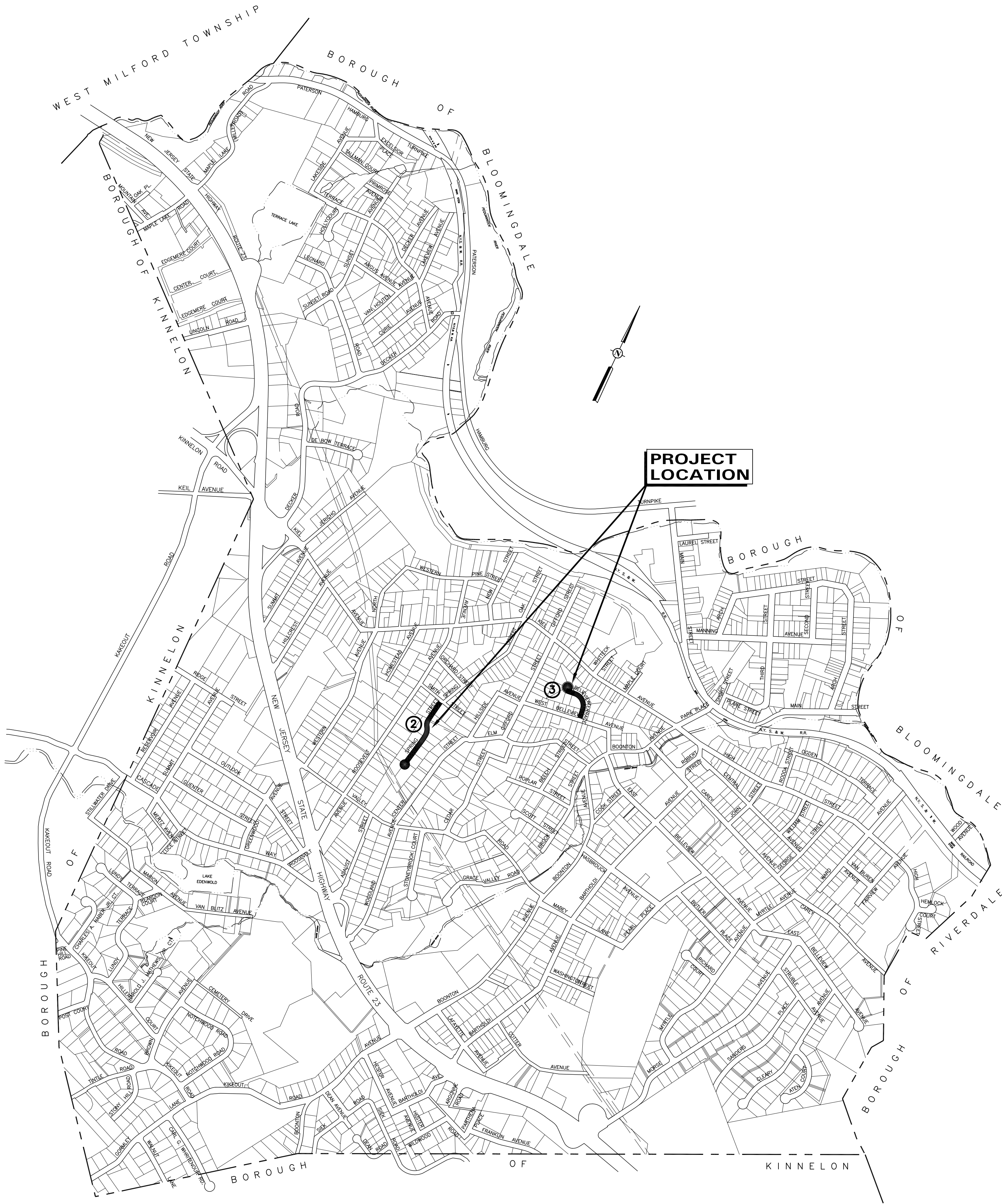
	PROPOSED WATER MAIN, VALVE, AND HYDRANT
	APPROX. LOCATION OF EXISTING WATER MAIN & VALVE
	EXISTING SANITARY SEWER LINE & MANHOLE
	APPROX. LOCATION OF EXISTING STORM DRAIN
	APPROX. LOCATION OF EXISTING CATCH BASIN
	APPROX. LOCATION OF EXISTING HEADWALL
	APPROX. LOCATION OF EXISTING GAS MAIN & VALVE
	APPROX. LOCATION OF EXISTING TELEPHONE LINE
	APPROX. LOCATION OF EXISTING CONDUIT
	APPROX. LOCATION OF EXISTING ELECTRIC
	R.O.W. / PROPERTY LINE
	EASEMENT LINE
	WATER COURSE
	EXISTING CONTOUR LINE WITH ELEVATION
	EXISTING FENCE
	TREES OR WOODED AREAS
	POLE
	STREET SIGN
	FIRE HYDRANT
	SHEET NUMBER
	SANITARY SEWER CLEAN OUT
	CURB BOX

ABBREVIATIONS

PVC	POLYVINYL CHLORIDE (PIPE)
RCP	REINFORCED CONCRETE PIPE
ERC	ELLIPTICAL REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE
HDPE	HIGH DENSITY POLYETHYLENE PIPE
ACP	ASBESTOS CEMENT PIPE
DIP	DUCTILE IRON PIPE
CI	CAST IRON
CB	CATCH BASIN
HW	HEADWALL
MH	MANHOLE
W.T.C.	WATERTIGHT COVER
L.C.	LOCKING COVER
HYD.	HYDRANT
G.V.	GATE VALVE
P	POLE
M.L.	MATCH LINE
# 4	HOUSE NUMBER
F.F.	FIRST FLOOR
B.F.	BASEMENT FLOOR
(WS-1)	NEW 3/4" WATER SERVICE

NOTES

1. THE LOCATION AND EXTENT OF UTILITIES AND OTHER OBSTRUCTIONS SHOWN ON THESE PLANS ARE BASED ON THE BEST INFORMATION AVAILABLE TO THE ENGINEER AT THE TIME. THEIR EXACTNESS, HOWEVER IS NOT GUARANTEED AND THE CONTRACTOR IS WARNED TO MAKE HIS OWN INVESTIGATION OF THE JOB, AND TO TAKE WHATEVER STEPS ARE NECESSARY TO ACCURATELY LOCATE THESE UTILITIES AND OBSTRUCTIONS AND TO AVOID ANY DAMAGE THERETO.
2. THE CONTRACTOR SHALL CALL FOR UTILITY MARK-OUTS. NEW JERSEY ONE-CALL MUST BE CONTACTED AT 1-800-272-1000 AT LEAST THREE (3) FULL WORKING DAYS, BUT NOT MORE THAN TEN (10) DAYS, PRIOR TO THE PLANNED START DATE OF THE DIGGING OPERATIONS.
3. ALL WATER MAINS SHALL BE CLASS 52 C.L. DIP, INSTALLED AT MIN. 4' OF COVER. FITTINGS SHALL BE MECHANICAL JOINT C153 DUCTILE IRON.
4. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED LOCAL PERMITS NECESSARY FOR THE PROPOSED CONSTRUCTION.
5. ALL TRENCHES IN ROADWAYS OR OTHER PAVED AREAS MUST BE SAW CUT CONTINUOUSLY ON BOTH SIDES.
6. CONTRACTOR TO USE CAUTION IN EXCAVATING ACROSS SEWER LATERALS TO PREVENT DAMAGE THERETO FROM OVER-DIG. WHERE LATERALS ARE ENCOUNTERED AS TO INTERFERE WITH THE INSTALLATION OF THE NEW WATER MAIN AT THE PROPOSED COVER DEPTH, THE CONTRACTOR SHALL INSTALL THE NEW MAIN BELOW THE EXISTING LATERAL.
7. INSTALL WATER MAINS UNDER STORM DRAIN PIPES WHICH HAVE LESS THAN 5.5' OF COVER. CLEARANCE BETWEEN WATER MAIN AND STORM DRAIN TO BE 12" MINIMUM WHETHER THE WATER MAIN CROSSES ABOVE OR BELOW THE STORM DRAIN.
8. FOLLOWING PIPE INSTALLATION ALL TRENCHES SHALL BE BACKFILLED WITH Q.P.S. TO WITHIN 5" OF EXISTING ROAD SURFACE. PATCH TRENCH WITH 5" OF HMA 19M64 INSTALLED FLUSH WITH THE ADJOINING SURFACE.
9. WHERE EXISTING SERVICE LINES ARE ENCOUNTERED AS TO INTERFERE WITH THE INSTALLATION OF THE NEW WATER MAIN AT THE PROPOSED COVER DEPTH OF 4', THE CONTRACTOR SHALL INSTALL THE NEW MAIN BELOW THE EXISTING SERVICES OR TEMPORARILY LOOP THE EXISTING SERVICE OVER THE PROPOSED MAIN, USING ADAPTERS AND COPPER TUBING AS REQUIRED. DOWNTIME MAX. ONE HOUR PER RE-ROUTED SERVICE.
10. THE CONTRACTOR SHALL TAKE THE NECESSARY PRECAUTIONS TO AVOID DISRUPTION OF THE EXISTING WATER MAINS AND SERVICES DURING THE INSTALLATION OF THE NEW MAINS. UPON COMPLETION OF THE NEW SYSTEM AND CUT OVER OF ALL SERVICES, EXISTING MAINS SHALL BE DECOMMISSIONED AND ABANDONED IN PLACE.
11. THE CONTRACTOR SHALL INSTALL NEW WATER SERVICES FOR THE HOMES INDICATED ON THE PLANS. SERVICES SHALL BE LOCATED ADJACENT TO THE EXISTING CURB BOX AT EACH PROPERTY, AND SHALL BE CUT OVER TO THE EXISTING HOUSE SERVICE UPON COMPLETION AND TESTING OF THE NEW SYSTEM.
12. ALL VALVES, SERVICES AND HYDRANTS SHALL BE OPERATED BY BUTLER WATER DEPARTMENT PERSONNEL.
13. THE CONTRACTOR SHALL PREPARE A TRAFFIC CONTROL AND DETOUR PLAN IN ACCORDANCE WITH THE SPECIFICATIONS. UNIFORMED OFFICERS MUST BE EMPLOYED FOR TRAFFIC CONTROL DURING CONSTRUCTION.



PROJECT LOCATION MAP
SCALE: 1" = 600'

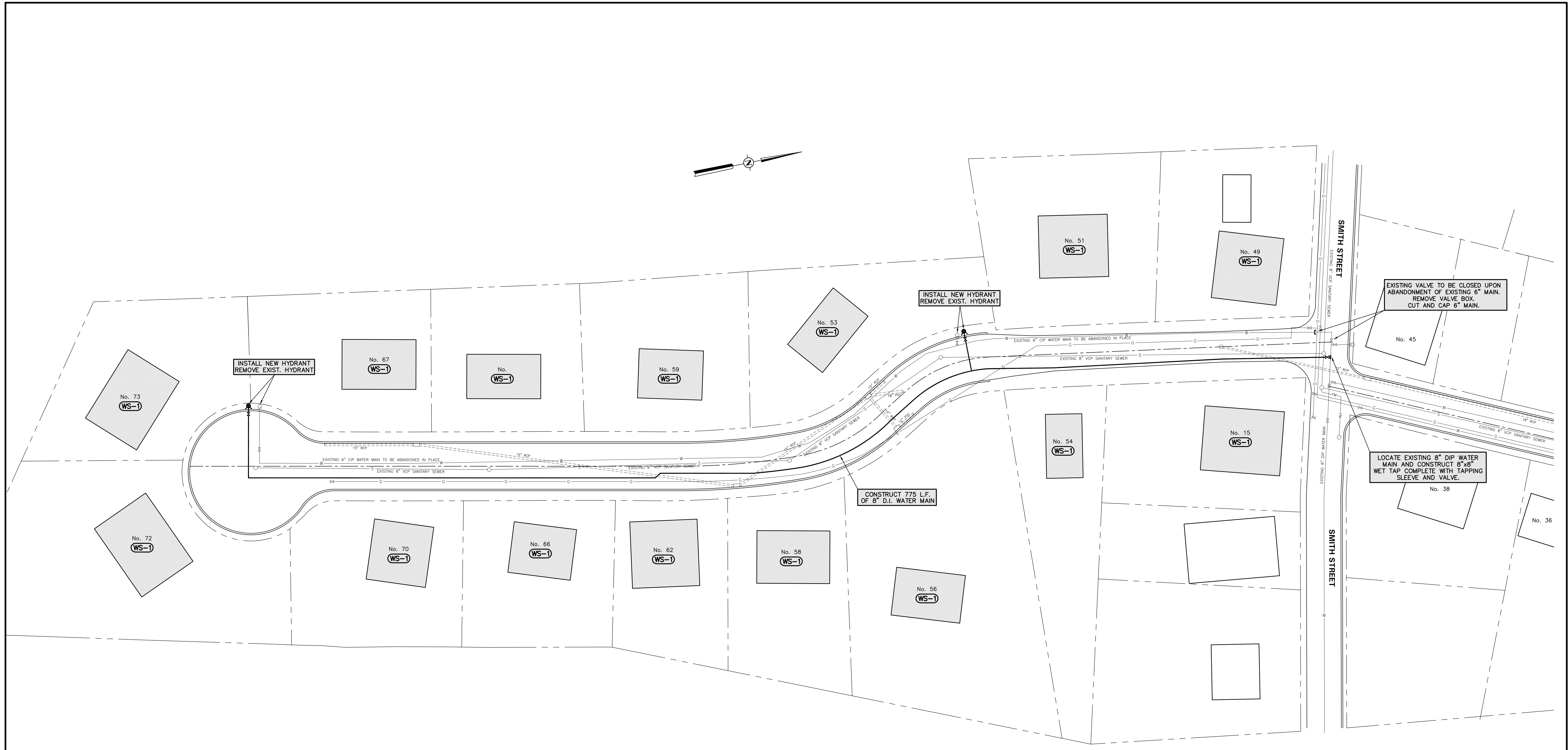
WATER MAIN REPLACEMENT PROJECT
SPRING STREET AND BELLEVUE TERRACE
Borough of Butler, Morris County, New Jersey

ANDERSON & DENZLER ASSOC., INC.
CONSULTING ENGINEERS
383 RIDGEDALE AVE. EAST HANOVER, N.J. 07936
CERTIFICATE OF AUTHORIZATION No. 24GA27917400

WILLIAM D. RYDEN
PROFESSIONAL ENGINEER N.J. LIC. NO. 24334
William D. Ryden

DATE	09-01-26	JOB NO.	2026.15
LAST REV. DATE	- - -	SHEET NO.	1 of 4

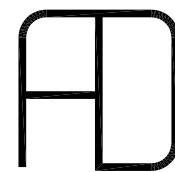
REVISION	NO.	BY/DATE
----------	-----	---------



SPRING STREET

SCALE: 1" = 30'

REVISION		
NO.	BY/DATE	



WATER MAIN REPLACEMENT PROJECT
SPRING STREET AND BELLEVIEW TERRACE
Borough of Butler, Morris County, New Jersey

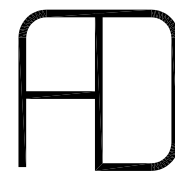
ANDERSON & DENZLER ASSOC., INC. CONSULTING ENGINEERS 383 RIDGEDALE AVE. EAST HANOVER, N.J. 07936 CERTIFICATE OF AUTHORIZATION No. 24GA27917400			
WILLIAM D. RYDEN PROFESSIONAL ENGINEER N.J. LIC. NO. 24334 <i>William D. Ryden</i>		DATE 09-01-26	JOB NO. 2026.15
DATE 09-01-26		BY TJR	SH WR
LAST REV. DATE NO.		SHEET NO. 2 of 4	



BELLEVUE TERRACE

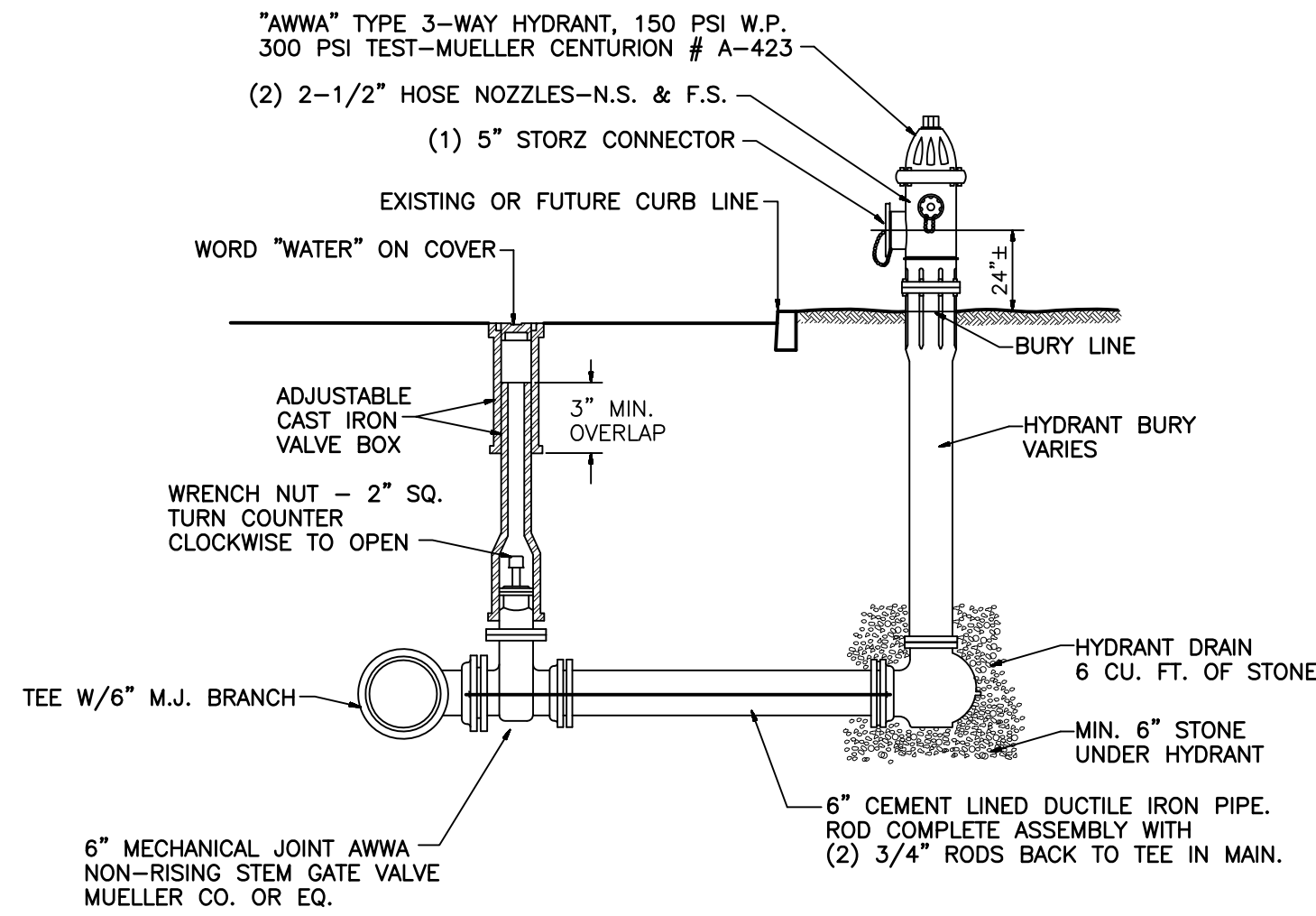
SCALE: 1" = 30'

REVISION		
NO.	BY	DATE

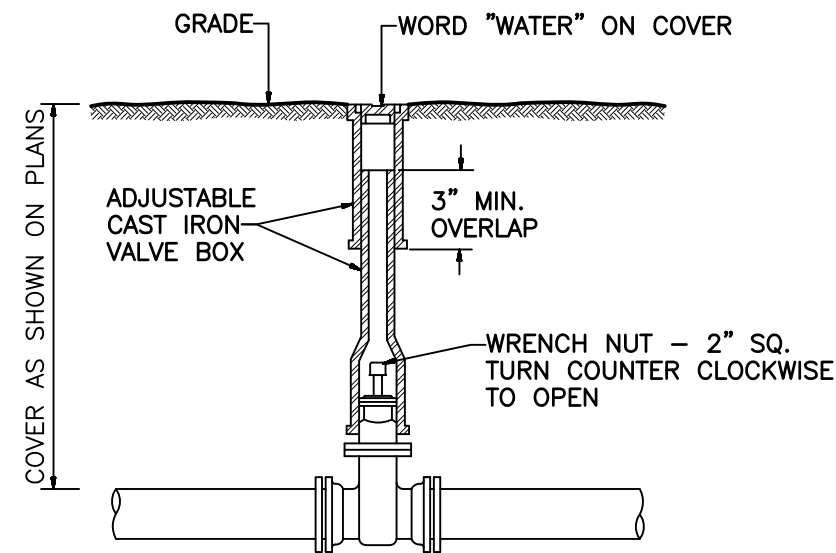


WATER MAIN REPLACEMENT PROJECT
SPRING STREET AND BELLEVUE TERRACE
Borough of Butler, Morris County, New Jersey

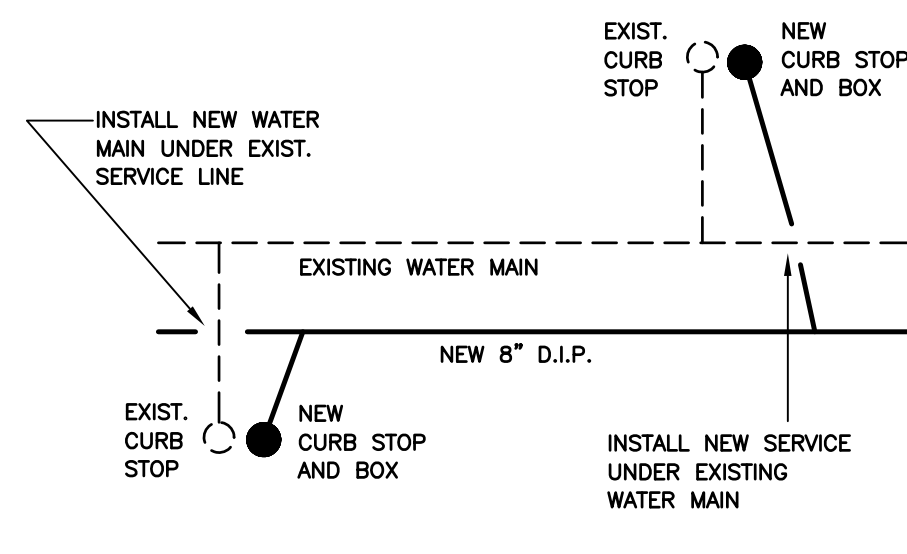
ANDERSON & DENZLER ASSOC., INC. CONSULTING ENGINEERS 383 RIDGEDALE AVE. EAST HANOVER, N.J. 07936 CERTIFICATE OF AUTHORIZATION No. 24GA27917400			
WILLIAM D. RYDEN PROFESSIONAL ENGINEER N.J. LIC. NO. 24334		DATE 09-01-26	JOB NO. 2026.15
<i>William D. Ryden</i>		DATE 09-01-26	SHEET NO. 3 of 4



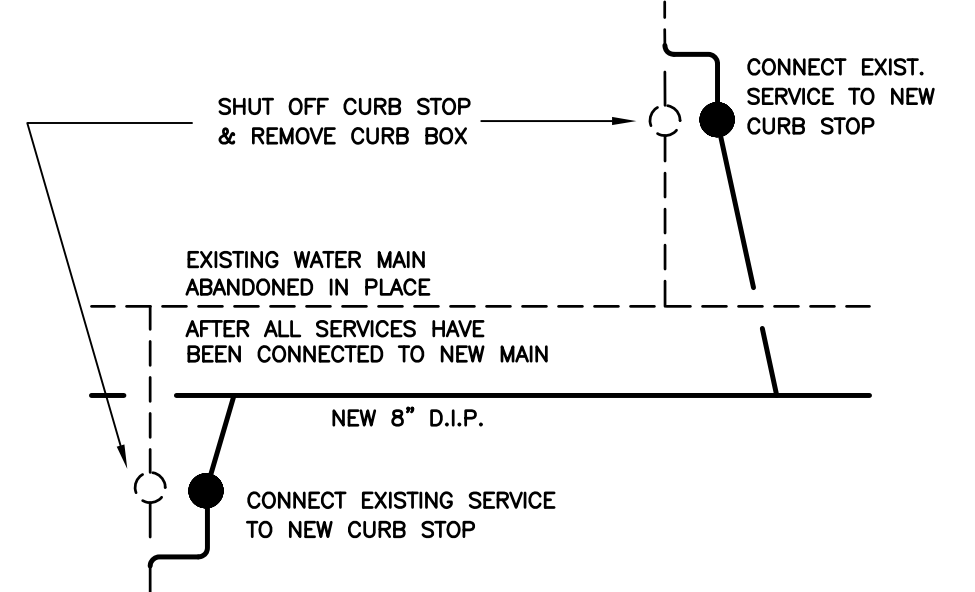
TYPICAL HYDRANT INSTALLATION
NOT TO SCALE



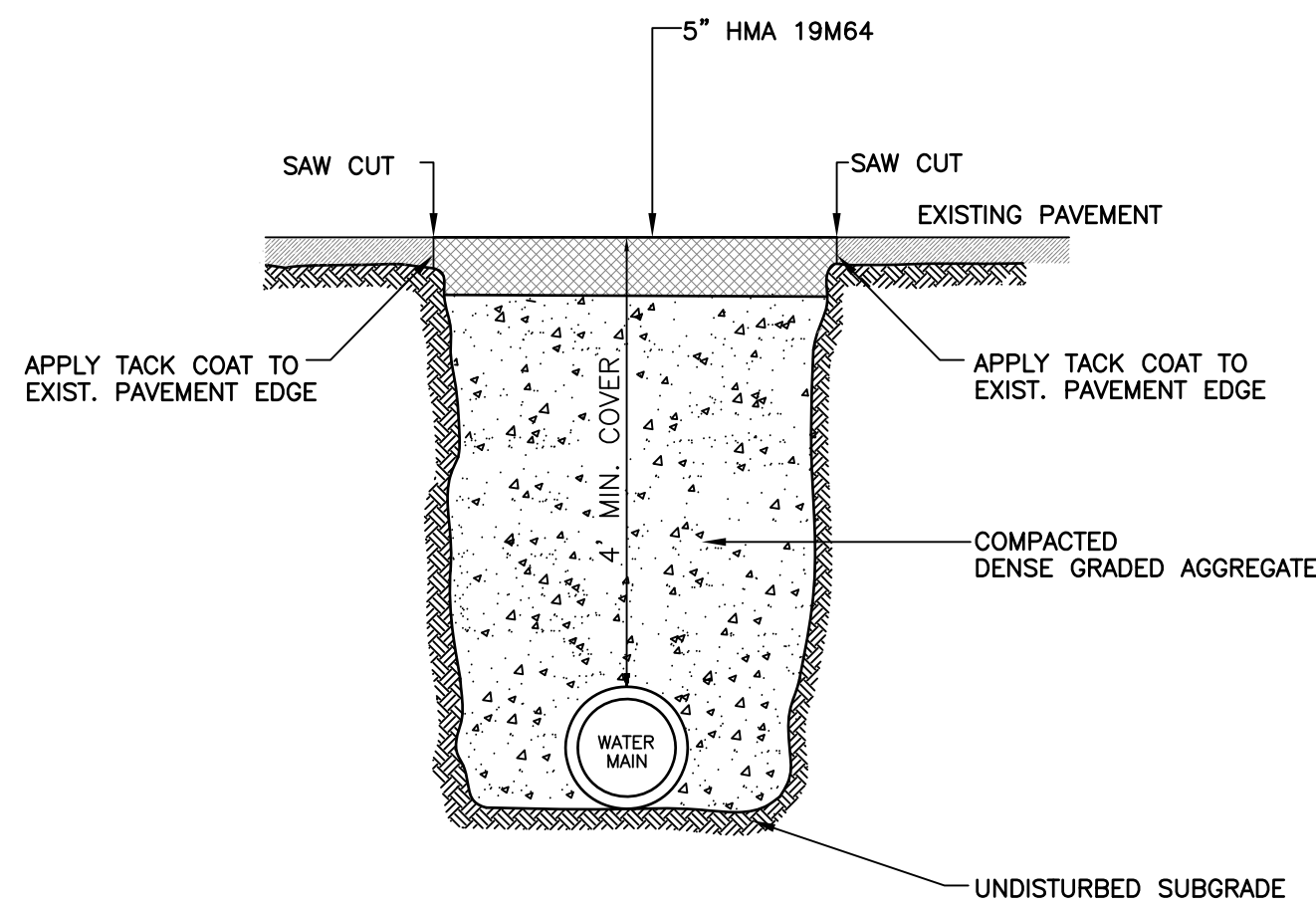
TYPICAL VALVE INSTALLATION
NOT TO SCALE



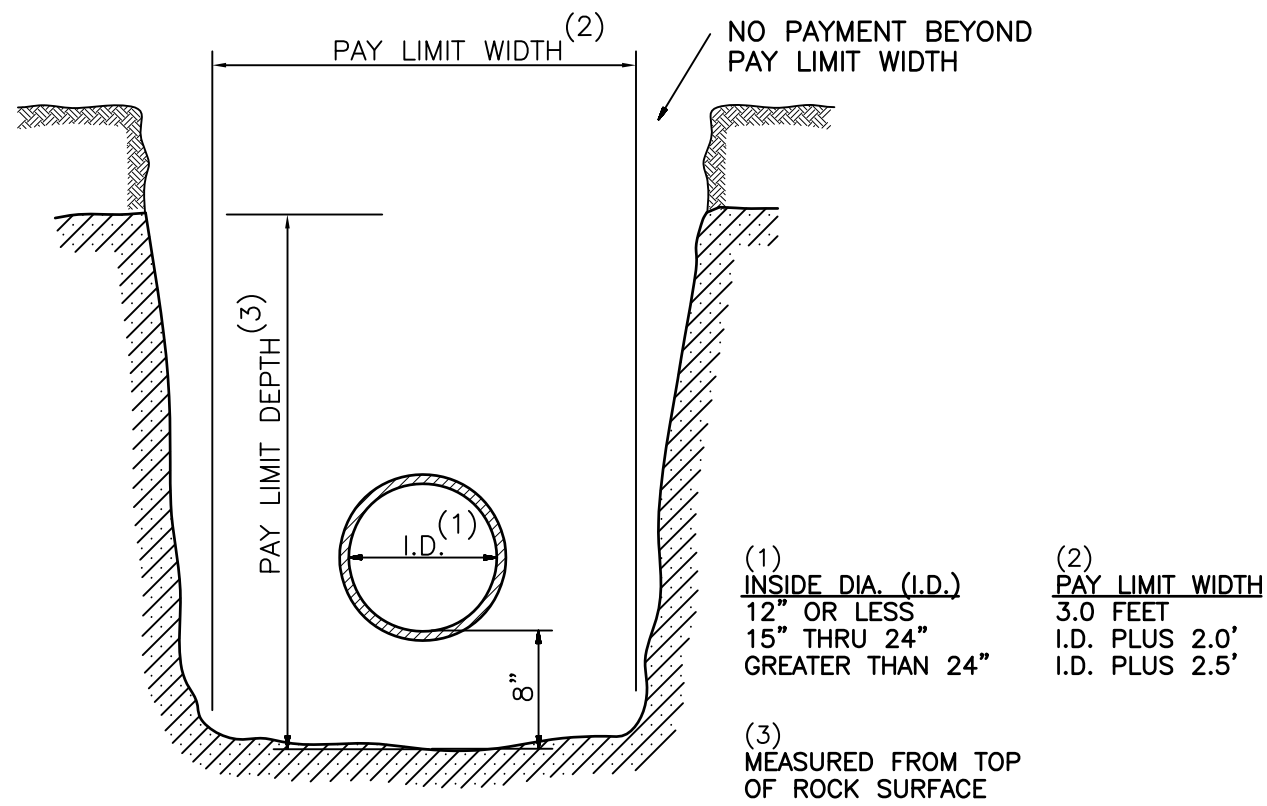
WATER SERVICE LOCATION DETAIL
NOT TO SCALE



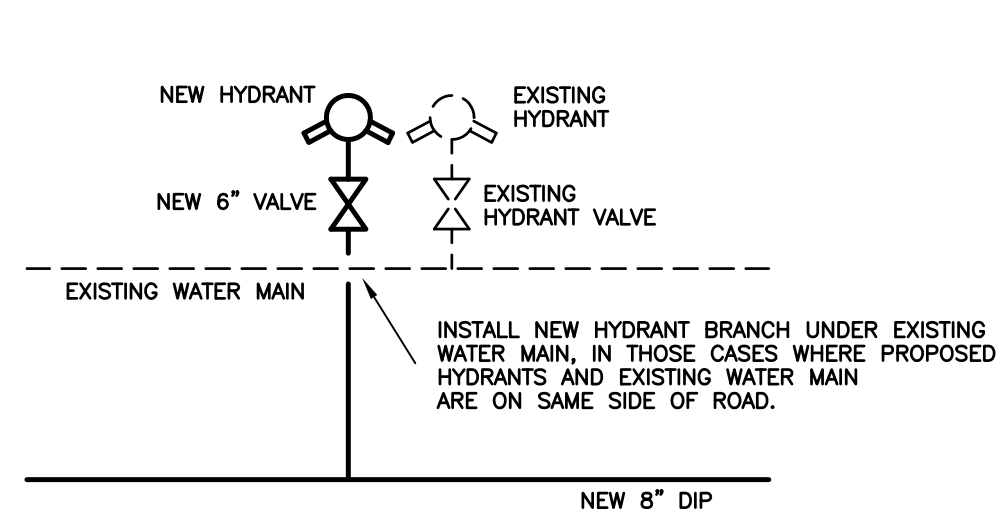
WATER SERVICE CUT-OVER DETAIL
NOT TO SCALE



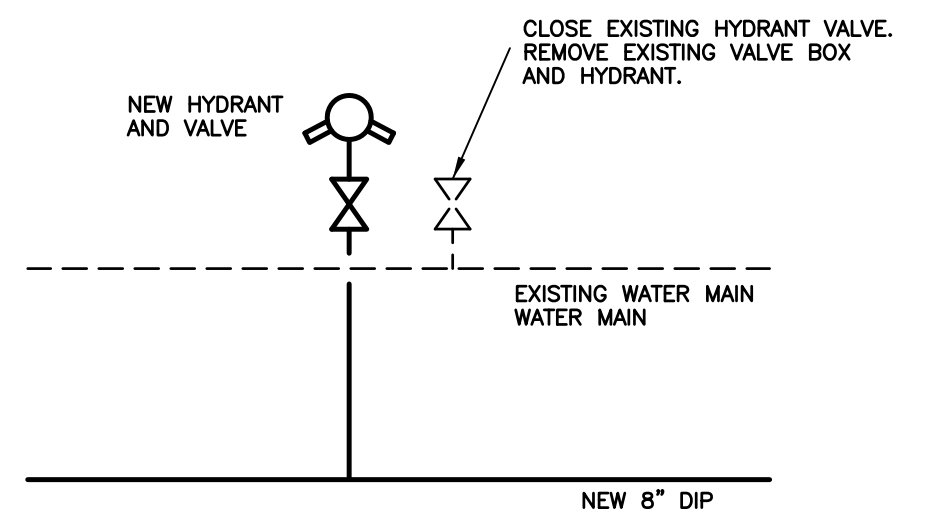
TYPICAL WATER MAIN TRENCH DETAIL
NOT TO SCALE



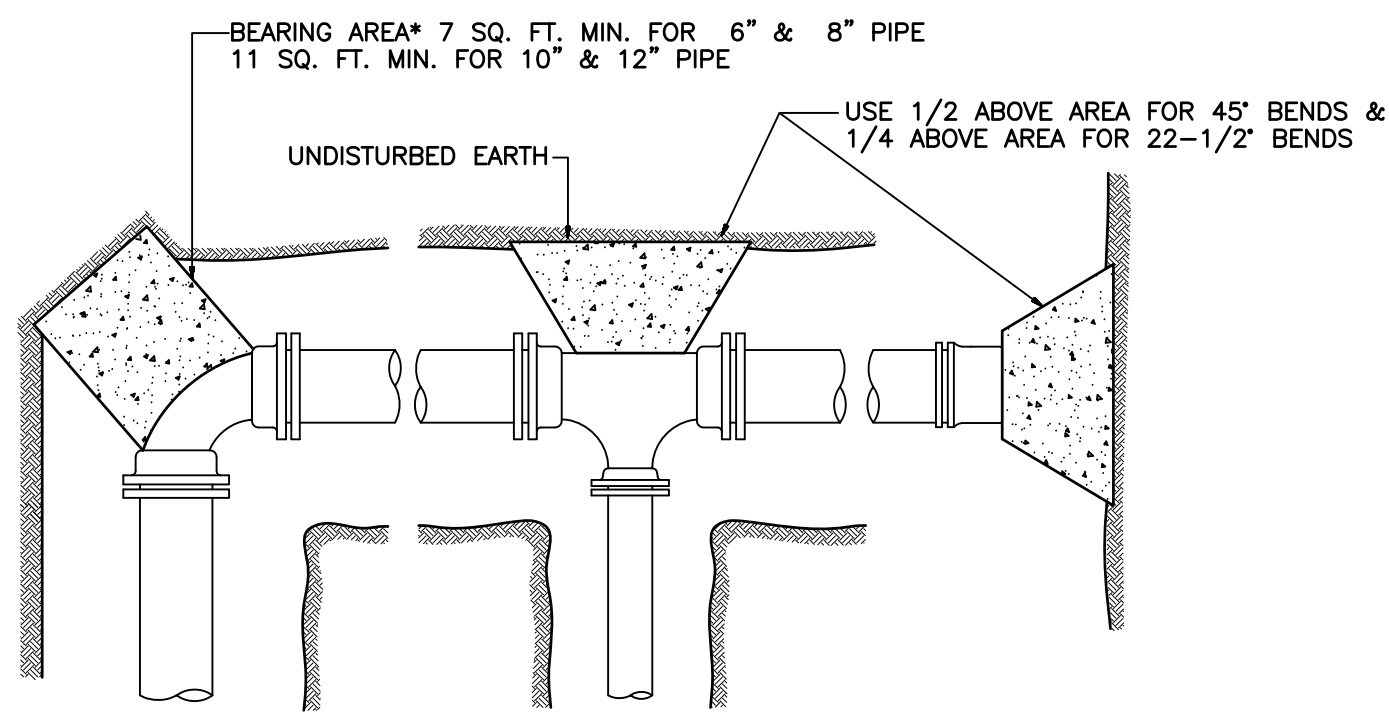
PAYMENT LINES FOR ROCK EXCAVATION
NOT TO SCALE



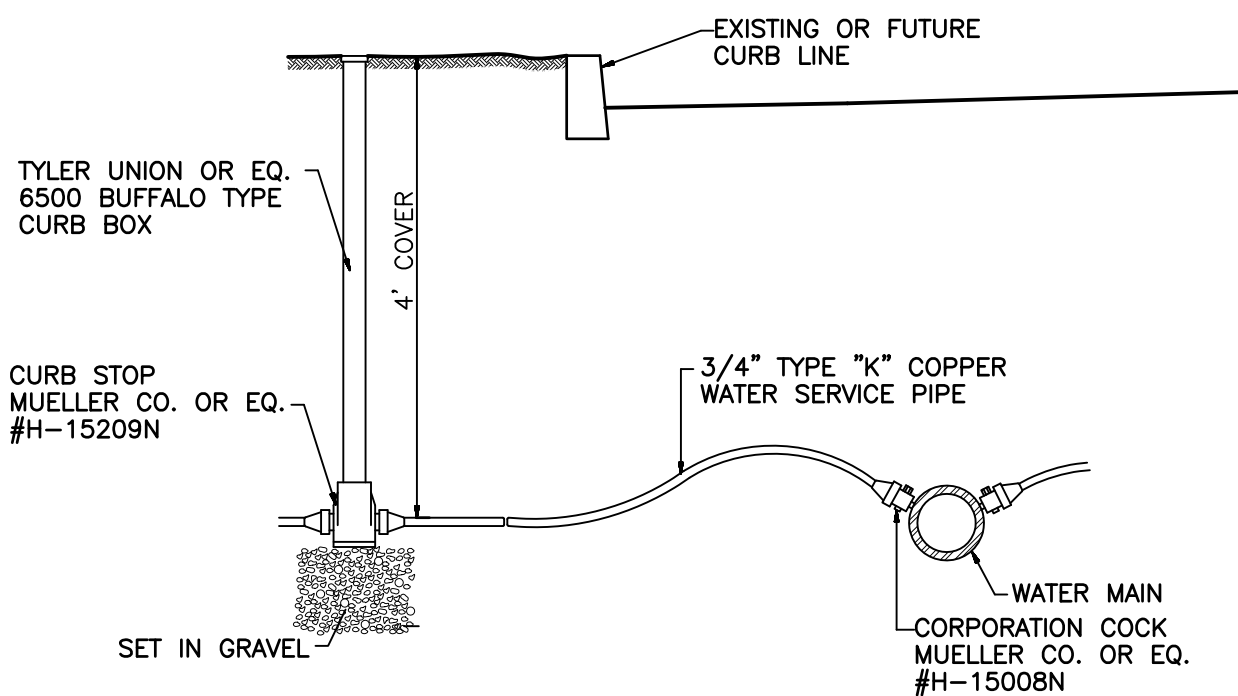
HYDRANT LOCATION DETAIL
NOT TO SCALE



HYDRANT CUT-OVER DETAIL
NOT TO SCALE



TYPICAL THRUST BLOCK INSTALLATION
NOT TO SCALE



TYPICAL SERVICE CONNECTION
NOT TO SCALE

SEQUENCING NOTES

SPRING STREET

1. CONSTRUCT 8"x8" WET TAP, 8" WATER MAIN, HYDRANTS, AND SERVICES.
2. TEST AND DISINFECT NEW WATER MAIN, HYDRANTS, AND SERVICES.
3. ACTIVATE NEW WATER MAIN.
4. CUT OVER EXISTING SERVICE LINES TO NEW CURB STOPS AND ACTIVATE.
5. DECOMMISSION AND ABANDON EXISTING 6" WATER MAIN.

BELLEVUE TERRACE

1. CONSTRUCT 6"x6" WET TAP, 6"x8" INCREASER, 8" WATER MAIN, HYDRANTS, AND SERVICES.
2. TEST AND DISINFECT NEW WATER MAIN, HYDRANTS, AND SERVICES.
3. ACTIVATE NEW WATER MAIN.
4. CUT OVER EXISTING SERVICE LINES TO NEW CURB STOPS AND ACTIVATE.
5. DECOMMISSION AND ABANDON EXISTING 6" WATER MAIN.

CONSTRUCTION DETAILS NOT TO SCALE

ANDERSON & DENZLER ASSOC., INC.
CONSULTING ENGINEERS
383 RIDGEDALE AVE. EAST HANOVER, N.J. 07936

WILLIAM D. RYDEN

PROFESSIONAL ENGINEER N.J. LIC. NO. 24334

DATE 09-01-26

LAST REV. DATE 09-01-26

NO. 4 of 4

DATE 09-01-26

NO. 2026.15

DATE 09-01-26

NO. 4 of 4

DATE 09-01-26

WATER MAIN REPLACEMENT PROJECT SPRING STREET AND BELLEVUE TERRACE Borough of Butler, Morris County, New Jersey