

PROJECT SPECIFICATIONS

FOR

WASTEWATER FACILITY OFFICE CONSTRUCTION

**TOWNSHIP OF HARRISON
GLOUCESTER COUNTY, NEW JERSEY**

Date: September 8, 2026

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TOWNSHIP OF HARRISON
NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Township Clerk of the Township of Harrison in the County of Gloucester, State of New Jersey, located in the Municipal Building at 114 Bridgeton Pike, Mullica Hill, New Jersey 08062, on October 15, 2026, at 11:00 a.m., prevailing time, and at that time and place publicly opened and read for the following:

Wastewater Facility Office Construction

The work to be performed under this contract includes the furnishing of all labor, materials and equipment necessary to complete the work as shown on the location plan and described in the specifications. Specifically, the project involves the construction of a new Wastewater Facility Office located at 35 Woodland Avenue, Mullica Hill, New Jersey.

Plans and specifications and proposal forms are on file and open to public inspection at the Township Clerk's Office and between the hours of 9:00 a.m. and 4:30 p.m., prevailing time, Monday through Friday, excluding legal holidays, upon payment of \$150.00, payable to the Township Architect, TK Studio LLC, Attn: Tracy Craig-Paci, 262 Mullica Hill Road, Mullica Hill, New Jersey 08062, (856) 845-0132, said sum not refundable, beginning on September 14, 2026. A pre-bid meeting will be held at the Harrison Township Municipal Building on Thursday, October 1, 2026, at 11:00 a.m.

Each bid must be made on the prescribed forms furnished with the Contract Drawings and Specifications, including Non-collusion Affidavit, and must be accompanied by a Consent of Surety and a Certified Check, Cashier's Check or Bid Bond of not less than ten (10%) percent of the amount bid, and not to exceed \$20,000.00.

Bids may be submitted by mail, but will be considered only if received on or before the date and time specified. The Township will not assume responsibility for bids forwarded through the mail if lost in transit at any time before bid opening. No bids will be received after the time set forth above.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. Bidders are required to comply with N.J.S.A. 52:32-44 (Proof of Business Registration) and the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq.

The Township reserves the right to reject any and all bids, to waive immaterial informalities, and/or to accept the bid which, in the opinion of the Township, will be in the best interest of the Township, all in accordance with the New Jersey Public Contracts Law, N.J.S.A. 40A:11-1 et. seq.

By order of the Township Committee of the Township of Harrison.

Julie Cundey
Township Clerk

GENERAL REQUIREMENTS FOR SUBMITTING BIDS

TOWNSHIP OF HARRISON

1. All terms and conditions contained in the Notice to Bidders, published as required by law, are made a part of these specifications. A copy of said notice is included herein.
2. All bids must be made in the manner designated herein, must be enclosed in a sealed envelope, bearing the name and address of the bidder, addressed to the Township Clerk of the Township of Harrison, and plainly marked on the outside **Wastewater Facility Office Construction.**
3. All bids will be received and opened on **October 15, 2026, at 11:00 am**, prevailing time, at the Municipal Building, 114 Bridgeton Pike, Mullica Hill, New Jersey 08062. Bids may be submitted by Certified Mail, Return Receipt Requested, but will be considered only if received by the Township Clerk on or before such date and time. The Township will not assume responsibility for bids forwarded through the mail if lost in transit at any time before bid opening.
4. A pre-bid will be held on Thursday, October 1, 2026, at 11:00 a.m. at the Harrison Township Municipal Building.
5. Bids must be made on standard proposal forms provided by the Township in the manner designated therein, required by the specifications, and attached hereto.
6. Bids must be accompanied by a Statement of Ownership Certification Form, using the form attached hereto and made a part hereof. Pursuant to Chapter 33, Laws of 1977, if a bid is submitted by a firm, partnership or corporation, the names and addresses of all stock holders in the corporation or partners or owners in the partnership or firm submitting the bid, who own a ten percent or greater interest therein, must be set forth on the Statement of Ownership Certification.
7. Bids must be accompanied by a Non-Collusion Affidavit, using the form attached hereto and made a part hereof.
8. Bids must be accompanied by a Consent of Surety and a Bid Bond or Proposal Guarantee in the amount of ten percent (10%) of the amount bid, and may be given by certified check, cashier's check, or bid bond. Said guarantee need not be more than \$20,000. Such Proposal Guarantee shall be payable to the Township of Harrison, and shall guarantee that if the contract is awarded to the bidder, the bidder will enter into a contract, and furnish any performance bond or other security required by the specifications in accordance with the specifications.
9. Bidders are required to comply with the requirements N.J.S.A. 10:5-31 et. seq. and of N.J.A.C. 17:27 and any amendments thereto, regarding Equal Opportunity Employment and Affirmative Action.
10. Bidders are required to provide Business Registration Certificates and proof of Registration with the Department of Labor pursuant to the Public Works Contractor Registration Act.

GENERAL REQUIREMENTS FOR SUBMITTING BIDS (Continued)

11. Only manufactured products of the United States, wherever available, shall be used.
12. The Township reserves the right to consider bids for sixty (60) days after receipt. The contract shall be awarded to the lowest responsible bidder meeting all bid requirements. When two or more bids are equal and are the lowest responsible bids, the Owner may award the Contract to the bidder whose bid, in the discretion of the Owner, is the most advantageous, price and other factors considered. The resolution of award shall explain why the bidder selected is the most advantageous.
13. The Township reserves the right to reject any and all bids, if in the interest of the Township, it is deemed advisable to do so and to readvertise under those circumstances recognized in the Local Public Contract Law, as amended. The Owner may, by resolution approved by a majority of the governing body and subject to the terms of the Local Public Contracts Law, disqualify a bidder who would otherwise be determined to be the lowest responsible bidder, if the owner finds that it had a prior negative experience with the bidder.
14. At the time of the opening of bids, each Bidder will be presumed to have inspected the same and to have read and to be thoroughly familiar with the specifications and contract documents, including all addenda. The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve that Bidder from his obligation in respect to his Bid.
15. No bidder may withdraw his bid within sixty (60) days after the actual date of the opening of bids.
16. General. The Instructions to Bidders, General Requirements, Detailed Specifications, and all other documents which are part of the specification, shall apply to the entire specification, and to any part thereof, and shall be part of this Contract. The division of the specifications into sections and paragraphs is for convenience only, and is not necessarily an accurate division.
17. Acknowledgement of all signatures must appear on bond and related documents.

DEFINITION OF TERMS

Township	Township of Harrison Gloucester County, New Jersey 114 Bridgeton Pike, Mullica Hill, NJ 08062
Governing Body	Township Committee Township of Harrison Gloucester County, New Jersey
Owner	Township of Harrison Gloucester County, New Jersey
Architect	TK Studio LLC Attn: Tracy Craig-Paci 262 Mullica Hill Road, Mullica Hill, NJ 08062 Phone: (856) 845-0132

Party to whom the Contract is awarded acting directly or through authorized representatives or employees.

Plans & Specifications	All architectural construction plans and specifications prepared by TK Studio LLC dated July 28, 2026, under Job No. 3061-01, and as recited herein, shall govern the execution of the work.
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Owner's Attorney	Law Office of Brian J. Duffield LLC 95 N. Main Street Mullica Hill, NJ 08062 Attn: Brian J. Duffield, Esquire
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INFORMATION TO BIDDERS

1. CONTRACT DOCUMENTS

A copy of the Contract Documents will be supplied to prospective bidders upon payment of the amount that is specified in the advertisement, none of which is refundable, for each set, payable in cash or check.

The Owner, pursuant to N.J.S.A. 40A:11-25 may require from any person proposing to bid hereon a statement showing his, her or its financial ability and experience in performing public work before furnishing such person with the Contract Documents therefore and, if not satisfied with the sufficiency of the statement, may refuse to furnish the Contract Documents to such person. Each bidder agrees to execute the Consent to Investigation Form included in this bid package to allow the Owner to verify all information supplied by the bidder.

2. PROPOSAL FORM

The proposal form is a complementary part of the Contract Documents and shall be used by the bidder in his, her or its submission. All blank spaces for unit prices, extended totals, summation, and lump sums must be completed in ink or typewriter. All erasures or other physical changes in the bid shall be signed or initialed by the bidder. Any omission in the Proposal shall be just cause for rejection.

3. SUBMISSION OF BID

Bidders must use the proposal forms provided and submit their bid with the attached Contract Documents. The Proposal shall be enclosed in a sealed opaque envelope and the outside of the envelope shall bear the name and address of the bidder as well as the designation of the project.

Bids will be received by the Owner at the time and place designated in the Notice to Bidders.

4. BID BOND

Accompanying each bid shall be a certified check, cashier's check or bid bond, in an amount not less than ten percent (10%) of the amount of the bid but not more than \$20,000.00.

Such bid security shall be returned to all but the three lowest bidders within ten (10) working days after the date of bid opening and the bid securities of the three lowest bidders will be returned within three (3) working days after the Contract has been executed. If no Contract has been executed within sixty (60) days after the date of the bid opening, the Owner agrees to return the bid securities upon demand. No interest will be allowed upon any bid security. The form of bid security or bid bond, as the case may be, is included with this bid package.

5. CONSENT OF SURETY

6a. PERFORMANCE BOND

The successful bidder shall furnish and deliver to the Municipality, along with the executed Contract, a bond in the amount of 100 percent (100%) of the accepted bid as security for the faithful performance of the Contract, and guaranteeing 100 percent (100%) of the work performed. The performance bond must be executed by a responsible surety company acceptable to the Municipality and authorized to transact business in the State of New Jersey.

6b. PAYMENT BOND

The Contractor or Contractors to whom the Contract is awarded shall also give a material and labor bond (hereinafter "Payment Bond") for 100 percent (100%) of the full amount of the Contract price in satisfactory legal form issued by a surety company or companies authorized to do business by and operating in accordance with the laws of the State of New Jersey. The Payment Bond shall be approved by the said Municipality for the protection of all persons furnishing materials or labor for the construction of the Contract to the Contractor or any subcontractors. The Payment Bond shall be in the form required by Chapter 2A:44-143 to 147, NJSA and amendments thereto and supplements thereto.

Said bond shall not be returned and canceled until all liability to any and all persons protected by the condition of said bond shall have been met by the Contractor or persons primarily liable for the payment thereof, or by the surety on said bond.

7. ERRORS IN BID

In the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In case there is an error in the summation of the extended totals, the extended totals shall govern and the computed summation by the Architect shall be accepted as the amount bid.

In the event there is a discrepancy between the item unit bid prices written in numbers and the item unit bid prices written in words, the item unit bid prices written in words shall govern.

8. ESTIMATED QUANTITIES

The quantities as listed in the proposal are approximate only, and are given as a basis for the comparison of bids. The Owner reserves the right to increase or decrease any item to any amount.

Any such change in quantity shall not be regarded as sufficient grounds to renegotiate the unit price bid for that item unless such item is considered a major item and is increased or reduced by more than twenty percent (20%).

9. CONDITION OF JOB SITE

Each bidder shall make a careful investigation of the job site and inform himself fully of the conditions relating to the construction and labor under which the work will be performed. Failure to do so will not relieve the successful bidder of his obligation to perform the work as set forth in the Contract Documents.

Bidders are hereby notified that it will be their responsibility to obtain information which they may require as to subsurface conditions and the location of underground utilities.

Each bidder by submission of his bid represents that he has apprised himself of all conditions, and the kind, quality, and quantity of work to be performed.

10. ADDENDA AND INTERPRETATIONS

No requests for interpretations or questions will be entertained less than 10 days (Saturday, Sunday and holidays excepted) prior to the date fixed for the opening of bids. No interpretations of the meaning of the Contract Documents will be made to any Bidder orally. Any and all revisions, interpretations or clarifications will be in the form of written Addenda to the Contract Documents which, if issued, will be provided by certified mail, or by certified facsimile transmission (meaning that the sender's facsimile machine produces a receipt showing the date and time of the transmission and that the transmission was successful) or by a delivery service that provides certification of delivery to the sender, to each of the persons who has received a bid package, at the respective addresses furnished for such purpose, not later than seven (7) days Saturday, Sunday or holidays excepted - prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda shall not relieve the bidder from any obligation under such addenda. All addenda so issued shall become part of the Contract Documents. If any addenda materially change the solicitation, the Owner may postpone the date for the opening of the bids.

Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Each Bidder shall ascertain, prior to submitting its Bid, that it has received all Addenda, if any, issued and shall acknowledge receipt of all such Addenda on the Acknowledgement of Receipt of Addenda Form provided in the proposal.

11. FAILURE TO ENTER INTO CONTRACT

Should the successful bidder fail to execute and deliver the Contract, Payment and Performance Bonds within ten (10) working days after the receipt of written notification by the Municipal Clerk that the Contract is ready for execution, the bidder shall forfeit to the Owner as liquidated damages the security deposited with the submitted bid.

12. CONTRACTOR'S EMPLOYEES.

The Bidder will not be permitted to employ any laborer, worker or mechanic contrary to the rules of the various authorities having jurisdiction.

The Bidder shall not employ any employee of the Owner.

13. REJECTION OF BIDS

The Owner reserves the right to reject any or all bids and to waive any informality if deemed in the best interests of the Owner and its citizenry and to readvertise under those circumstances recognized in the Local Public Contracts Law, as amended. The Owner reserves the right to reject all non-conforming, non-responsive, unbalanced or conditional bids.

The Owner reserves the right to reject the bid of any bidder if, in the Owner's judgment, it would not be in the best interest of the Owner and the citizens of the Owner to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner.

14. WITHDRAWAL OF PUBLIC WORKS BID

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 Julie Cundey, Township Clerk, Township of Harrison, 114 Bridgeton Pike, Mullica Hill, New Jersey 08062. The bidder must request withdrawal of a bid due to a mistake, as defined by the law, within five business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, the Township Clerk may contact all bidders, after bids are opened, to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

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 Township's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.

The Township 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 registered mailing is within the five business days following the opening of bids.

15. UTILITIES

Bidders are hereby notified that it will be the Contractor's responsibility to coordinate the work required of the various utility companies and to notify respective utility companies of any damages caused by the Contractor to their lines and see that the same will be repaired immediately at no cost to the Owner.

The Contractor will be held solely responsible for locating and protecting all underground utilities and structures affected by Contractor activities or the work; including, but not limited to, utilities and structures of the Owner, and the Contractor shall comply with all applicable provisions of the Underground Facility Protection Act (PC 1994, C.118). The Contractor shall notify, in writing, the owners of all utilities and structures which will or may be affected by the nature and scope of the project or the Contractor's operations. The Contractor shall, at his own expense, arrange with the owners of all utilities and structures for the location of their utilities, and shall pay all charges, costs and fees in connection therewith at his own expense.

Attention is particularly directed to the fact that the locations, elevations and sizes of utilities and other subsurface structures shown on the Contract Drawings are not warranted to be even approximately correct, nor can they be assumed to be the only subsurface piping or structures which may be encountered in the work. All required test pit excavations are to be performed prior to the start of work to locate existing subsurface piping and structures at the expense of the Contractor.

16. WORK SCHEDULING

Prior to beginning of construction, on a date and time set by the Owner and notified to the successful bidder, but in any case within fourteen (14) days, Sundays and holidays excepted, after notification of the award of the Contract, the successful bidder shall deliver to the Owner and the Architect (in addition to the other documents referred to in the Information for Bidders) a detailed Construction Schedule Bar Graph. The schedule is for the review of the Owner and the Architect who may elect to comment upon the contents as it may suit their respective interests. The successful bidder shall also submit in writing, prior to beginning of construction, the methods of construction to be used in the performance of this project.

Neither the comments upon nor the acceptance of the Methods of Construction or the Construction Schedule Bar Graph by the Owner or Architect shall relieve the Contractor of his responsibility for the means, methods, techniques, sequences and procedures of construction, or for the safety precautions and programs incident thereto; and neither the Owner nor the Architect will be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents.

The Construction Schedule Bar Graph must be in accordance with the calendar days permitted for construction and must indicate appropriately the percentage of work scheduled for completion by any given day of the Schedule.

The Contractor shall enter his actual progress on the Construction Schedule and shall deliver copies to the Owner at least every fifteen (15) days. If at any time, in the opinion of the Owner, progress is not being maintained as required by the Construction Schedule, amendments shall be made to the Schedule to regain the progress in the work required by the Contract Documents, without additional cost to the Owner. In this circumstance the Owner may require the Contractor to increase the number of shifts, overtime operations, and/or days of work, and to submit for review any amendments to the Construction Schedule as the Owner deems necessary to demonstrate how the required rate of progress will be regained. The amendments shall be subject to the review of the Owner, but action or inaction by the Owner shall not relieve the Contractor of any responsibility under the Contract.

17. THE BIDS

On a bid for any Contract, the Municipal Committee reserves the right to hold a hearing to determine who is the most qualified bidder based on experience, ability to perform the work, financial ability, and work previously performed by the bidder in the particular area for which he has bid. The Owner may, by resolution approved by a majority of the governing body and subject to the terms of the Local Public Contract Law, disqualify a bidder who would otherwise be determined to be the lowest responsible bidder, if the Owner finds that it has had a prior negative experience with the bidder. All bidders agree that the decision of the Owner shall be final and not appealable unless such decision is made in bad faith, etc. The reason for the non-appealability of this decision is for the necessity of the Contract to be awarded as expeditiously as possible because of the type of funding being given to this project. In any event, the Municipal Committee reserves the right to determine between two (2) tie bidders who shall receive the Contract by drawing lots. In the event that the Municipal Committee makes such a decision, the names of each of the tie bidders shall be placed in a suitable receptacle and deposited in a closed container which shall be vigorously shaken and the Clerk shall draw the name of the successful bidder from the receptacle. All Contractors, by submitting a bid, agree to the foregoing terms in determining a tie between two (2) bidders.

18. NON-DISCRIMINATION & AFFIRMATIVE ACTION PROGRAM

The successful bidder shall comply with Exhibit B of the State of New Jersey Department of the Treasury Affirmative Action Office, Public Agency Regulations for Awarding Contracts pursuant to N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27.

The successful bidder shall comply with all applicable requirements of the New Jersey Non-Discrimination in Employment Statutes, N.J.S.A. 10:2-1 through 10:2-4 and the Rules and Regulations adopted pursuant thereto effective October 5, 1966 and the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et seq., as well as all Federal Laws and Executive Orders prohibiting discrimination in the workplace. Bidders are also required to comply with the requirements of P.L. 1975, Chapter 127. NO FIRM MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, CHAPTER 127.

All bidders and all Contractors who are negotiating for the Contract, as a precondition to entering into a valid and binding procurement or service contract with the Owner are 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. 17:27-4.3 promulgated by the Treasurer pursuant to P.L. 1975, c. 127), one of the following three documents:

a. Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program; or

b. A certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:27-4; or

c. An initial Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-4; provided, however, that a Contractor shall not be eligible to submit an initial Employee Information Report unless the Contractor certifies and agrees as follows: "The Contractor, or subcontractor, where appropriate, certifies that he or she has never before applied for a certificate of employee information report in accordance with the rules promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and agrees to submit immediately to the Affirmative Action Office a copy of the initial employee information report." The Contractor shall also submit a letter stating the form was completed and appropriate copies sent to the Affirmative Action Office for processing on the Contractor's letterhead.

The successful bidder is required to submit one of the above within ten (10) days after receipt of Notice of Award and prior to Contract execution. If the bidder fails to supply the Township with the necessary Affirmative Action documentation, the Township may declare the bidder non-responsive and award the contract to the next lowest bidder. No later than three (3) days after signing the Contract, the bidder or Contractor is required to submit to the Owner compliance officer and the Affirmative Action Office an initial project manning table consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-7.

19. SAFETY AND HEALTH

The successful bidder shall comply with all Federal, State, County and local regulations, laws and statutes which apply to the work and to safety and health in particular. The Contractor and/or Subcontractors shall adhere to all applicable safety codes. Applicable safety codes shall mean the latest edition including any and all amendments, revisions and additions thereto of the Federal Department of Labor, Occupational Safety and Health Administration's "Occupational Safety and Health Standards (OSHA)"; "Safety and Health Regulations for Construction" of the State of New Jersey, Department of Labor and Industry, Bureau of Engineering and Safety; "Construction Safety Code," and "Maintenance, Construction and Demolition," and "Building Code".

The successful bidder shall be solely and completely responsible for conditions in, on or near the work area, including operational safety during performance of work. This requirement will apply continually, 24 hours a day until final acceptance of the work by the Owner and shall not be limited to normal working hours.

Construction observation of the Contractor's performance by the Engineer is not intended to and shall not include review of the adequacy of the Contractor's safety measures, in, on or near the construction site.

Neither the Township nor its consultants shall have any responsibility for the means, methods, sequences or techniques selected by the successful bidder to perform the work; for safety precautions and programs incident to the work; or for any failure to comply with laws, rules, regulations, ordinances, codes or orders applicable to the successful bidder furnishing and performing the work.

20. AMERICAN GOODS AND PRODUCTS

Only manufactured products of the United States, wherever available, are to be used in the work in accordance with N.J.S.A. 40A:11-18 of the New Jersey Local Public Contracts Law.

21. PUBLIC INFORMATION

Any and all information submitted with, or subsequent to, the bids may be subject to disclosure to the general public pursuant the Open Public Records Act, N.J.S.A. 47:1A-1 et seq. and/or the common law right of access.

22. BENEFICIAL OWNERSHIP IN BIDDER

Pursuant to Chapter 33, PL 1977, all bidders shall set forth, utilizing the form included with this bid package, the names and addresses of all stockholders in the corporation, partners in a partnership or other persons in a business entity who has a ten percent (10%) or more interest or any individual who has a ten percent (10%) or more interest in the business entity which may bid on the aforesaid Contract.

23. PAYMENT OF WAGES

Bidders on the Contract will be required to comply with the New Jersey Prevailing Wage Act, Chapter 150, P.L. 1963, effective Jan. 1, 1964, as amended by Chapter 64 of P.L. 1974, and to pay the prevailing wage rates for the locality in which the project is to be performed. The prevailing wage rate shall be determined by the Secretary of Labor in accordance with the Davis/Bacon Act, as amended, or the New Jersey Prevailing Wage Law of 1963, Chapter 150 (N.J.S.A. 34:11-56.25 et. seq.), as amended, whichever rates are higher. All statutory provisions shall be deemed to be included herein.

The Contractor shall pay the minimum rates determined by the United States Secretary of Labor and the New Jersey Department of Labor. If the minimum wage rate prescribed for any craft by the United States Secretary of Labor is not the same as the minimum wage rate prescribed for that craft by the New Jersey Department of Labor, the higher rate shall be the rate paid. The state wage rates in effect at the time of award are made a part of the Contract, pursuant to Chapter 150, Laws of 1983 (N.J.S.A. 34:11-56.25 et. seq.) and are included herein.

In the event it is found that any employee of the Contractor or any subcontractor covered by the Contract has been paid a rate of wages less than the minimum wage required to be paid by the Contract, the Owner may terminate the Contractor's or subcontractor's right to proceed with the work, or such part of the work, as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The Contractor and his sureties shall be liable to the Owner for any excess costs occasioned thereby.

24. NON-COLLUSION AFFIDAVIT

Each bidder shall submit a fully executed Non-Collusion Affidavit with its bid utilizing the form included with this bid package.

25. CONSENT TO INVESTIGATION

Each bidder shall submit a fully executed Consent to Investigation with its bid utilizing the form included with this bid package.

26. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable Federal, State and County Laws, Municipal Ordinances, and rules and regulations of all authorities having jurisdiction over this matter shall apply to the contract throughout and they will be deemed to be included in the contract the same as though herein written out in full. P.L. 1999, c.440 is about to take effect and its provisions shall control to the extent of any inconsistency between that legislation and these specifications.

27. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within one hundred eighty (180) consecutive calendar days from the Contractor's receipt of the written Notice To Proceed. The Bidder must also agree to pay as liquidated damages, the sum of Two Hundred Dollars (\$200.00) per day, for each consecutive calendar day thereafter as herein provided.

28. POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds, consents of surety or performance bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

29. CONTRACTOR'S EMPLOYEES

The Bidder will not be permitted to employ any laborer, worker or mechanic contrary to the rulings of the various authorities having jurisdiction. The Bidder shall not employ any employee of the Owner.

30. RIGHT TO TERMINATE CONTRACT

The Bidder's attention is directed to section 2.26 of the general conditions, which lists the eventualities of the Township's right to declare the contractor in default and thereby terminate the contract.

31. STANDARDS AND SUBSTITUTIONS

The name and make of any article, device, material, form of construction, or equipment, etc., named in these Specifications, whether or not the words, "or equal", are used, shall be known as "standard". All proposals shall be based on the standard quality specified. Where two or more standards are named together, bidders may bid on any standard named, regardless of the order in which they are named.

It is the intention of the Specifications to permit the Contractor to base his bid on an "equal". If he chooses to base his bid on a "so called equal" he does so at his own risk. In order to obtain approval to use this "equal", the following steps must be taken:

The complete specification and description of the proposed equal bid shall be furnished to the Owner for approval, prior to the award of Contract.

In all cases concerning the equality of any substitution, the decision of the Owner shall be final.

If the Contractor does not seek approval as described above, one of the standards named shall be used.

32. CONSIDERATION OF PROPOSALS

Competency and responsibility of bidders, their facilities, and experience in similar work will be considered in making the awards as well as costs. Bids from parties not regularly and practically engaged in the scope and class of work bid upon, may be rejected at the discretion of the Owner.

Each bidder shall submit with the proposal a list of other Owners for which he has completed similar projects.

No bid will be accepted from, or a Contract awarded to, any party, nor will any surety or bonding corporation be accepted as surety, who, or which, is in default upon any Contract or obligation to the State or to this or any other Owner. Failure of any bidder to have completed a previous contract will be evidence of irresponsibility. Failure of a bonding corporation to have completed or paid for completion of a previous contract, where a Contractor has failed to complete, will be evidence of a default.

Two proposals from a firm, or a corporation under a different name, will not be considered. Reasonable grounds for supposing that any bidder is interested in more than one proposal for this work will be the cause of the rejection of all proposals in which he has been interested. Any or all proposals will be rejected if there is a reasonable ground for supposing that there is collusion among the bidders, and all participants in such collusion will receive no further recognition for this work.

33. EXTENSION OF TIME

Should the Contractor be delayed in the prosecution or completion of the work by the act, neglect or default of the Owner, Township of Harrison, or any other Contractor employed by the Owner under the work, or any damage caused by fire, or other casualty, for which the Contractor is not responsible, or by the combined action of workmen, in no way caused by or resulting from default or collusion on the part of the Contractor (burden of proof being the Contractor's), or abnormal weather conditions, then the time fixed for completion of the work will be extended for a period equivalent to the time lost by reason of any or all of the causes aforesaid, which extended period shall be determined and fixed by the Township, but no such allowance will be made unless a claim therefore is presented in writing to the Township of Harrison within forty-eight (48) hours of the occurrence of such delay, and then only when approved in writing by the Township of Harrison.

34. EXTENSION OF TIME NOT A WAIVER

Any extension of time beyond the date fixed for completion or the doing and acceptance of any part of the work called for by the Contract shall not be deemed a waiver by the Owner of its right to annul or terminate the Contract for abandonment or delay in the manner provided for by the terms of the Contract, nor relieve the Contractor from full responsibility.

35. INDEMNIFICATION

The Contractor agrees that it shall defend, indemnify and save harmless the Owner and its officers, agents, servants, and employees, and each and every one of them against and from all damages to which the Owner or any of its officers, agents or servants and employees may be put through the negligence of the said Contractor or through any improper or defective machinery, implements, or appliances, used by said Contractor in the aforesaid work, or through any act or omission on the part of the said Contractor or its agents, employees or servants. The indemnification provided by the Contractor includes indemnification for any alleged fault or negligence on the part of the Owner or any of its officers, agents and employees. This provision shall be construed as broadly in favor of indemnification as permitted by New Jersey law.

36. INSURANCE

The successful bidder shall be required to provide the Owner with a Certificate of Insurance evidencing liability coverage, in accordance with the amounts indicated within the General Conditions of the contract. The successful bidder shall also be required to provide the Owner with a Certificate of Insurance showing Workers' Compensation Insurance coverage in the statutory amounts. The Certificate of Insurance must be furnished upon the execution of the Contract and the Owner must be named as an additional insured on all of the Contractor's liability policies.

37. SIGNATURE OF BIDDERS

The firm, corporate, or individual name of the bidder must be signed in the space provided for the signatures on the proposal blanks. In the case of a corporation, the title of the officer signing must be stated, and such officer must be duly authorized to so sign. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of firm". In case of an individual, use the term "doing business as", or "sole owner".

All corporations or partnerships bidding on this Contract shall submit simultaneously with the bid a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the partners owning ten percent (10%) or greater interest in that partnership, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder and individual partner exceeding that ten percent (10%) ownership criteria established in the act has been listed.

38. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE (REVISED 4/10)

EXHIBIT B
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31et seq. (P.L. 1975, C. 127) N.J.A.C.17:27 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, up- grading, demotion, or transfer; recruitment or recruitment advertising; layoff

or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

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

- (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) The contractor or subcontractor shall interview the referred minority or women worker.
 - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - (iv) If for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

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

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

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project work- force report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with

N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the 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 Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter IO of the Administrative Code (NJAC 17:27).**

39. AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the Township of Harrison, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

40. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

N.J.S.A. 52:32-44, P.L. 2004, c.57

In accordance with the New Jersey Business Registration Certificate Law P.L. 2004, c. 57, and as amended by P.L. 2009, c.315 (a-557/S2366) effective January 18, 2010 all business organizations that do business with the Township are required to be registered with the State and must provide the Township with a copy of a Business Registration Certificate.

New Jersey Business Registration Requirements

Attach a copy of the business registration certificate issued by the Department of the Treasury, Division of Revenue, for the bidder and for each principal subcontractor.

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 the business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest

that no subcontractors were used. The Township will not be responsible for a Contractor's failure to comply with this requirement.

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 (N.J.S.A. 52:32-44 et al), or subsection e. or f. of section 92 of P.L. 1977, c.110(N.J.S.A. 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.

OBTAINING A NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Businesses must complete Form NJ-REG and submit it to the Division of Revenue. Businesses may

- 1) Register online at www.nj.gov/treasury/revenue/taxreg.htm. Click the “online” link and then select “Register for Tax and Employer Purposes”.
- 2) Download the paper form and instructions at www.nj.gov/treasury/revenue/revprnt.htm
- 3) Call the Division at 609-292-1730 to have the form mailed to you.
- 4) Write to the Division at: Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

Individuals may submit the attached Form NJ-REG-A (page 17) or may download it from the web at www.nj.gov/treasury/revenue/pdforms/rega.pdf.

41. PUBLIC WORKS CONTRACTOR REGISTRATION ACT

Under the Public Works Contractor Registration Act (P.L. 1999, c. 238), no Contractor or subcontractor will be permitted to bid on or engage in any contract for public work over \$14,187 (public work defines in section 2 of P.L. 1963, c.150 (C.34:11-56.26)), unless that Contractor or subcontractor is registered with the New Jersey Department of Labor.

All bidders must include a copy of their Certificate of Registration with the New Jersey Department of Labor with the bid or must provide proof that they have submitted a registration application to the Department (copy of application and proof of payment of fee).

Failure to provide either a certificate or proof of submission of an application to the Department shall be grounds for rejection of the bid.

A copy of the registration can be obtained through the State’s web page at:
www.state.nj.us/labor/lssc/forms/lssc-2.pdf.

Additional information on the PWCRA can be obtained from the:

Contractor Registration Unit	Telephone: 609-292-9464
Division of Wage and Hour Compliance	Fax: 609-633-8591
New Jersey Department of Labor	E-mail: contreg@dol.state.nj.us
Trenton, New Jersey 08625-0389	Website: http://lwd.dol.state.nj.us/labor/wagehour/wagehour_index.html

The web site has links to the PWCRA Registration Form, Listing of Contractors, Prevailing Wages and other useful information.

Contact the Division of Local Government Services at (609) 292-7842, by fax at (609) 633-6243 or by e-mail at lpcl@dca.state.nj.us for assistance in the application of the Local Public Contracts Law or related PWCRA issues. As specific situations are presented to the contracting unit, local legal advisors should review this guidance as to its applicability.

SPECIAL CONDITIONS OF THE CONTRACT

1.01 SCOPE OF WORK

The work to be performed under this contract includes the furnishing of all labor, materials and equipment necessary to complete the work as shown on the architectural construction plan and described in the specifications. Specifically, the project involves the construction of a new Wastewater Facility Office located at 35 Woodland Avenue, Harrison Township, New Jersey on an existing foundation.

The Contractor shall be required to visit the project site prior to preparing his bid in order to properly assess the conditions and difficulties likely to be encountered during construction.

The Contractor shall be required to maintain strict adherence to the specified time limit for completion of this project. Materials and equipment shall be obtained from manufacturers and suppliers who can insure delivery times compatible with the overall project time limit.

Coordination of the Contractor's work with the Owner and utility companies is imperative. No work involving interruption of the existing services may commence without providing adequate notice and receiving the approval of the Owner. Also, included is the controlling of traffic and conforming to the required working hours as contained herein.

1.02 TECHNICAL SPECIFICATIONS.

It is provided that whenever anything is, or is to be, done if, as, or, when, or where "contemplated, required, determined, directed, specified, authorized, ordered, given, designated, indicated, considered necessary, deemed necessary, permitted, reserved, suspended, established, approved, disapproved, acceptable, unacceptable, suitable, accepted, satisfactory, unsatisfactory, sufficient, insufficient, rejected, or condemned," it shall be understood as if the expression were followed by the words "by the Architect" or "to the Architect".

1. Technical specifications shall include the attached list.
2. Applicable Safety Code: Shall mean the latest edition including any and all amendments, revisions and additions thereto of the Federal Department of Labor, Occupational Safety and Health Administration's "Occupational Safety and Health Standards" and "Safety and Health Regulations for Construction and Demolition", and "Building Code", whichever is the more stringent for the applicable requirement.

3. Local Regulatory Agency(ies): Local Regulatory Agency(ies) shall be defined as the governing body or authority having jurisdiction over or responsibility for a particular activity within the scope of this Contract. They may be as specifically defined within the Special Conditions, otherwise, the Contractor shall be responsible to determine same in the local area of the Contract.
4. "These Specifications" where used in the text of the Technical Specifications Items shall mean the Technical Specifications of the Contract.
5. Bid Proposal Items: Payment will only be made for items in the Bid Proposal. Other items may be included in the specifications but payment for items not listed in the Bid Proposal will be considered included in the cost of other items, or work.

1.03 PLANS ACCOMPANYING SPECIFICATIONS

The plan that accompanies these specifications, entitled "Harrison Township Wastewater Facility Office Construction" consisting of twelve (12) pages dated July 28, 2026, under Job No. 3061-01, prepared by TK Studio LLC, 262 Mullica Hill Road, Mullica Hill, New Jersey 08062.

Whenever terms such as, "as shown", "as detailed", or "as indicated", are used, it is intended that reference be made to the plans.

1.04 WORKING HOURS

Normal working hours shall be between the hours of 7:00 am and 5:00 pm prevailing time Monday through Friday. Contractor shall adjust his schedule accordingly to accommodate all emergency calls. No separate payment will be made for providing for adjusting schedule. All costs shall be considered included within the various pay items within the proposal.

1.05 ELECTRICAL POWER

- a. The cost of electrical current used for the construction of the Contract, including that current furnished for the Contractor's field office and testing equipment, shall be borne by the Contractor up to and including the date of the final payment.
- b. The Contractor shall furnish and install and remove, after inspection and acceptance of work, all necessary facilities to provide himself with temporary power during the course of his construction and testing operations. The Contractor shall pay all costs and charges in connection with the furnishing of the temporary power for the purposes of testing and various items of equipment if required for the equipment furnished.

1.06 WATER SUPPLY

The Contractor shall provide, at his own expense, such quantities of clean water as may be required for any and all purposes under the Contract. The Contractor shall take particular care to furnish his employees with pure and wholesome drinking water. All sources of water supply to be used by the Contractor in connection with the work shall be subject to the approval of the Engineer. The Contractor shall contact the Engineer five (5) days before beginning work so that examination of said supplies can be made.

1.07 SANITARY ARRANGEMENTS

Approved sanitary conveniences for the use of laborers and others employed on the work, properly secluded from public observations, shall be constructed and maintained by the Contractor, in such manner and at points as shall be approved or directed and their use shall be strictly enforced. The collections in the same shall be disinfected and removed by the Contractor. No separate payment will be made for providing for sanitary arrangements. The cost of providing the sanitary arrangements shall be considered included within the various pay items within the proposal.

GENERAL CONDITIONS OF THE CONTRACT

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2.01 DEFINITIONS

Certain terms are used from time to time in the Contract Documents and shall be construed as follows:

Architect – shall mean TK Studio LLC, 262 Mullica Hill Road, Mullica Hill, New Jersey 08062.

Township/Owner/Owner - shall mean the Township of Harrison, Gloucester County, New Jersey.

Township Committee/Governing Body - shall mean the Township Committee of the Township of Harrison, Gloucester County, New Jersey.

Contractor - shall mean the successful bidder who is the party of the second part of the Agreement. For convenience throughout the Contract Documents, the Contractor shall be referred to as an individual.

Contract Documents - consist of the Notice to Bidders, Information to Bidders, Special Conditions, General Conditions, Special Provisions, Proposal, Contract, Plans Accompanying the Specifications, Addenda, Construction/Architectural Plans or other information mailed or otherwise transmitted to prospective bidders prior to the receipt of bids, if any, Change Orders, Field Orders and Supplementary Agreements, all of which are to be treated as one instrument whether or not set forth at length in the form of the Contract.

Drawings - shall mean all sketches, blueprints, plans, reproductions of drawings pertaining to the construction of the structures.

Extra Work - shall mean any work required by the Owner, which in the judgment of the Engineer, involves changes in or additions to that work required by the Contract Documents.

Final Acceptance – The written acceptance by the Owner for all the Work, including the exceptional items described under the definition for substantial completion.

Major and Minor Pay Items – The term “Major Pay Item” means any pay item listed in the proposal having an original contract value in excess of ten percent (10%) of the total contract price. The original contract value of a pay item equals the per unit price bid for said pay item multiplied by the estimated quantity of such item contained in the proposal. All other pay items shall be considered “Minor Pay Items.”

Specifications - shall mean the directions, provisions and requirements, contained herein, together with all written agreements made to the method and manner of performing the work or the quantities and qualities of materials to be furnished under the Contract.

Subcontractor - shall mean those having a direct Contract with the Contractor to furnish materials worked to a special design according to the Contract Documents of this work.

Substantial Completion - When all work is complete, with the exception of landscaping Items, final cleanup, and repair of unacceptable work; provided the Township Code Official has determined that, the Project is safe and convenient for use by the public, failure to complete work and repairs excepted above will not result in the deterioration of other completed work and the value of the remaining work, repairs, and final cleanup is less than 2 percent of the Total Adjusted Contract Price.

Surety - shall mean the corporate body which is bound with and for the Contractor and which engages to be responsible for his payment of all debts pertaining to and for his acceptable performance of the work for which he has Contracted.

Written Notice - shall mean notice which has been duly served when delivered to or at last known business address of the person, firm or corporation for whom intended or when enclosed in a prepaid postage wrapper or envelope addressed to such person, firm, or corporation at the last known business address and deposited in a United States mail box. All notices sent by mail shall be certified, and the time of receipt shall be used for the determination of any waiting period for action to be taken as called for in the Contract Documents.

Work - shall mean all labor, materials, supplies, tools and equipment, insurance, bonds, and other facilities necessary to complete the Contract.

Note: When a term used in the Contract Documents is not specifically defined in this section the definition listed in the Standard Specifications shall be used. In the event a conflict between the definitions of terms exists between the Contract Documents and the Standard Specifications, the Contract Documents shall govern.

2.02 INTENT OF CONTRACT DOCUMENTS

The Contract Documents are complementary, and what is required or called for by any one of them shall be as binding as if mentioned by all. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work in a good and workman-like manner. In the performance of the work, the Contractor shall also bear all costs of insurance; obtain and pay for any necessary permits; royalties; conform to all federal, state, county, and municipal legislation pertinent to this project; and protect the work during construction.

2.03 ORDER OF COMPLETION

The Contractor shall submit a schedule which will show the order in which the proposed work will be performed and the dates when each part will be started and completed. The order of work shall be continuous and subject to the approval of the Architect.

2.04 OWNERSHIP OF DRAWINGS

All furnished Drawings, with the exception of the Contract set, are the property of the Township, and shall be returned to it at the completion of the work. Three (3) sets of prints of the Contract Drawings and three (3) sets of specifications will be furnished to the Contractor, upon request, without cost. Additional sets requested by the Contractor will be furnished at the cost of production.

2.05 CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has satisfied himself as to the nature and location of the work; the character, quality and quantity of the necessary material; the character of equipment and facilities needed to perform the work; the general and local surface and subsurface conditions; all federal, state, county and municipal ordinances which may affect the work to be performed under this Contract.

2.06 CONTRACTOR'S RESPONSIBILITY

The Contractor shall be responsible for all parts of the work, temporary and permanent, until the project is accepted by the Township. The Contractor shall also bear all losses resulting from any unforeseen difficulties which may be encountered; or delays of work resulting from the breaking, leaking or relocation of any underground utilities; or from delays required for any related or adjoining Contract and shall save the Township harmless from all claims of any kind arising from the performance of the Contract.

The Contractor shall be responsible for any and all damage caused by or due to flooding during construction which damages either personal and/or real property, and it will be his responsibility to take adequate steps during the course of construction to prevent such damage.

The Contractor is solely responsible for compliance with all applicable safety regulations including, but not limited to, those of the Occupational Safety and Health Administration (OSHA), State of New Jersey, Department of Labor and Industry, etc.

The Contractor shall comply with any and all "Buy American" requirements of Federal and State law, including N.J.S.A. 40A:11-18 which provides that only manufactured products of the United States, wherever available, be used.

2.07 OWNER'S RESPONSIBILITY

The Owner shall be responsible for the ownership of lands, easements, or slope rights upon which the proposed work is to be constructed. The Owner shall not be responsible for lands used for storage of the Contractor's equipment. If the Contractor desires temporary use of other land during construction, he will secure written permission from the owner and shall file a duplicate copy of such permission with the Owner and the Engineer.

2.08 SUBCONTRACTORS

The Contractor, prior to engaging any subcontractor, shall furnish the Township, in writing, with the name and address of the subcontractor(s); and the nature and extent of the work to be performed. The Contractor shall not award any subcontract until the proposed subcontractor has been approved by the Township and evidence has been presented to the Owner that the employees of the subcontractor are protected by compensation insurance.

The Contractor agrees that he is fully responsible to the Owner for acts or omissions of his subcontractor and of persons either directly or indirectly employed by them.

The Owner reserves the right to require the Contractor to construct, with his own employees, not less than thirty-three percent (33%) of the total value of the Contract, such percentage to be calculated on the basis of the original bid proposal.

Nothing contained in the Contract Documents, shall create any contractual relation between any subcontractor and the Owner.

2.09 SUPERINTENDENCE

The Contractor shall keep on the work site at all times during its progress, a competent superintendent who shall be satisfactory to the Engineer. The superintendent shall not be changed except with the written consent of the Engineer, unless the superintendent ceases to be in the Contractor's employ. The superintendent shall represent and have full authority to act for the Contractor. Any directions so given shall be confirmed in writing by the Engineer upon written request of the Contractor.

The Contractor shall also furnish to the Owner the telephone numbers of his superintendent and assistants for any emergency arising outside the normal work day schedule as a result of the Contract. If such an emergency does arise, and the Owner cannot contact the Contractor or his agents, or the Contractor or his agent does not arrive on the job site within two (2) hours of such notification, the Owner reserves the right to correct the situation. Any costs incurred by the Owner shall be reported, in writing, to the Contractor for immediate payment. No additional estimates for work under this Contract shall be paid to the Contractor until the Owner is in receipt of payment for such emergency work.

2.10 PROTECTION OF WORK & PROPERTY AND PROJECT PHOTOGRAPHS

The Contractor shall continuously maintain adequate protection of all his work, the Owner's property, existing utility facilities and adjacent property from injury or loss arising in connection with this Contract. He shall be responsible for such damage, loss or injury except if caused by agents or employees of the Owner.

In the event of emergency affecting the safety of life or of the work or of adjoining property, the Contractor shall act to prevent such threatened loss of property without authorization by the Owner, and he shall act, without appeal, if instructed by the Owner. Any compensation due to the Contractor by reason of such action shall be determined by agreement prior to the submittal of the next monthly estimate.

Contractor shall be responsible to take pre-construction photos or video. A copy of the photos or video shall be provided to the engineer prior to beginning any work. No separate payment will be made. All costs shall be considered included in various items within the proposal.

2.11 INSPECTION OF WORK

The Township shall have the right to inspect all materials and work performed during any phase of construction and the Contractor shall provide all reasonable facilities for the safe and convenient means of such inspection. The Contractor shall notify the Township of any work requiring inspection seventy-two (72) hours prior to commencing work. Unless otherwise authorized, work shall be done only in the presence of the Township or an authorized representative. Any work done without proper inspection will be subject to rejection and not approved for payment. Inspection of the work shall not relieve the Contractor of the obligation to fulfill all conditions of the Contract.

No work shall be closed or covered until it has been duly inspected and approved. Should unapproved work be covered, the Contractor shall, if requested by the Township, uncover all work for inspection. The cost of uncovering the work and replacement shall be borne by the Contractor.

The cost of inspection shall be borne by the Township during the normal work week. The wages and overhead for inspection services on Saturdays, Sundays, legal holidays, or on week days outside the hours of 8:00 am to 4:00 p.m., inclusive, shall be borne by the Contractor if the Owner so elects. The Owner reserves the right to deduct from the Contractor's payments which shall be retained by the Owner, an amount sufficient to cover the excess cost of wages, overhead and fees paid by the Owner to any inspector or inspectors necessarily employed on the work outside the above-mentioned times, such amount to be determined on the basis of actual cost of wages, overhead and fees.

For purposes of this clause, the term "excess cost" refers to overtime premia, etc., caused by the non-regular work days and hours.

2.12 DIFFERING SITE CONDITIONS

If the contractor encounters differing site conditions during the progress of the work of the contract, the contractor shall promptly notify the contracting unit in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area. Upon receipt of a differing site conditions notice, or upon the contracting unit otherwise learning of differing site conditions, the contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present. If the contracting unit determines different site conditions that may result in additional costs or delays exist, the contracting unit shall provide prompt written notice to the contractor containing directions on how to proceed.

If the contracting unit's investigation and directions increase the contractor's costs or time of performance, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date, in accordance with Article 2.13 of the General Conditions. If both parties agree that the contracting unit's investigation and directions decrease the contractor's costs or time of performance, the contracting unit shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance in accordance with Article 2.13 of the General Conditions. If the contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the contracting unit shall so advise the contractor, in writing, and the contractor shall resume performance of the contract, and shall be entitled to pursue a differing site conditions claim against the contracting unit for additional compensation or time attributable to the alleged differing site conditions.

Execution of the contract by the contractor shall constitute a representation that the contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed. As used in this subsection, "differing site conditions" mean physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.

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

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

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

If the contracting unit determines that the contractor is entitled to additional compensation or time, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall proceed with the performance of the contract work, and shall be entitled to pursue a suspension of work claim against the contracting unit for additional compensation or time attributable to the suspension.

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

2.13 CHANGES IN THE WORK.

The Municipality may order extra work or make changes by altering, adding or deducting from the work without invalidating the Contract. All such work shall be authorized by change order executed in strict compliance with the requirements of N.J.A.C. 5:30-11. The Municipality reserves the right to increase or decrease any item listed in the proposal to any amount. Any such change in quantity shall not be regarded as sufficient grounds to renegotiate the unit price bid for that item unless such item is considered a major item and the quantity is increased or reduced by more than twenty percent (20%). All change orders, except minor field modifications authorized pursuant to N.J.A.C. 5:30-11.4, shall be authorized in advance by resolution of the Township Council. No work shall be performed on the involved phase of the contract until the resolution is passed.

In giving instructions, no extra work or change shall be made unless said order is written, except in an emergency endangering life and property. (See 2.10, Protection of Work and Property.) Prior to the execution of any written change order the value of such extra work shall be determined in writing in one of the following ways:

- a. By unit prices named in the Proposal and the Contract
- b. By force account method as outlined in the Standard Specifications

Under method b above, the Contractor shall be required to submit an estimate of the labor, material and equipment and applicable profit and overhead percentages anticipated to perform the work. The estimate shall include specific documentation of the equipment rate established in the Rental Rate Blue Book, published by Equipment Watch. At the completion of the work, a copy of all paid receipts associated with the extra work shall be submitted.

It is understood that the Municipality reserves the right to have any extra work done by any person, persons, or corporation other than the Contractor if an agreement upon the prices to be paid for such extra work cannot be promptly reached between the Municipality and the Contractor. The Contractor agrees to make no claim for damages or for any privileges or rights other than that provided in the Contract by reason of such work by others. Any extra work done by the Contractor shall be included in the monthly estimates.

2.14 TIME OF COMPLETION

The work contemplated under this Contract shall be completed within one hundred eighty (180) consecutive calendar days from the Contractor's receipt of the written Notice To Proceed. The Contractor shall commence the work not later than ten (10) calendar days after the Notice to Proceed Date has been given to the Contractor in writing by a Township Official. The Notice to Proceed will be given following the preconstruction meeting, which will be scheduled within ten (10) calendar days after the execution of the Contract. The completion time of one hundred eighty (180) consecutive calendar days shall include, but not be limited to, the time necessary to prepare shop drawings, to order, process, and deliver all equipment and materials, to obtain necessary permits and approvals, to perform the proper installation contemplated under this Contract and all else necessary and incidental in connection with the performance of this Contract.

If the Contractor fails to complete the work within the specified time plus extensions, the Contractor shall be responsible to the Owner as liquidated damages for the sum of two hundred dollars (\$200) per calendar day for every day thereafter until the completion and acceptance of the work. Such liquidated damages shall not be considered as a penalty. The Owner shall deduct and retain out of any money due or to become due hereunder the amount of the liquidated damages.

2.15 MONTHLY ESTIMATES

The Architect shall prepare a monthly estimate for partial payment to the Contractor not later than the first (1st) day of each month. No later than the last day of the month, the Owner will attempt to make partial payment to the Contractor on the basis of the Architect's estimate utilizing the Owner's existing voucher procedures. All such payments shall be considered tentative only, subject to correction in any subsequent estimate, and need not be based on accurate measurement. These payments are to be made purely to allow the Contractor to meet his current bills and for no other purpose. The Owner will retain ten percent (10%) of the amount of each partial payment for Contracts up to \$100,000.00 and two percent (2%) for Contracts in excess of \$100,000.00, until the final payment.

In the preparation of the monthly estimates, no allowance will be made for materials until said materials have been incorporated in the work.

2.16 WITHHOLDING OF PAYMENT

The Owner shall have the right to withhold payment for the following:

- a. Defective work not corrected
- b. Claims filed or responsible evidence indicating probability of filing claims.
- c. Failure of the Contractor to make proper payments to subcontractor or for material or labor.
- d. Unpaid damages by the Contractor to subcontractors, the Owner or any other agency or person.

2.17 FINAL ESTIMATE AND FINAL PAYMENT

Upon completion of all work, except maintenance, the Architect shall file with the Owner a final estimate stating, from actual measurements or observation, the entire amount of work performed and compensation earned by the Contractor. Final payment will not be released until the maintenance bond is submitted and approved by the Owner and the Contractor agrees to the final estimate and affixes his signature thereto. The Owner reserves the right to disregard claims for compensation submitted by the Contractor after the date of the final estimate. The date of final acceptance of the work shall be the date when the final payment is ordered paid by the Owner.

The acceptance of the final payment by the Contractor shall be and operate as a release for all things done or furnished in connection with this work and for every act of the Owner.

This payment shall not operate to release the Contractor or his Sureties from any obligation under this Contract.

2.18 MAINTENANCE

Before final payment is made, the Contractor shall furnish a Surety Corporation Bond to the Owner in a sum equal to ten percent (10%) of the final estimate and such Bond shall remain in full force and effect for a period of two (2) years from the date of acceptance of the work. The Bond shall provide that the Contractor guarantees to replace, during the two year period, any defective material or damage of the work to the satisfaction of the Architect without cost to the Owner. The Owner reserves the right to withhold five percent (5%) of the final estimate in lieu of the Maintenance Bond.

If during the two (2) year period, any work shall be found to be defective, the Owner shall order, in writing, the repair of such work. The repairs shall be undertaken within twenty-four hours of the written notice and work shall be continuous, during regular working hours, until the replacement or repair is completed. If the Contractor fails to perform or fails to continue to perform the necessary repairs the Owner may cause such work to be corrected and the cost thereof shall be paid by the Contractor or his Surety before the Bond will be released.

The Contractor is not obligated to repair any work that he may prove, to the satisfaction of the Engineer, has resulted from abuse of the work by parties other than the Contractor.

If the Owner puts to use any portion of the work prior to the final payment, the maintenance period for such portion of the work shall still be considered from the date of acceptance.

2.19 DEFECTIVE WORK

The Contractor without compensation shall promptly remove from the site, all materials condemned by the Architect, and shall promptly replace and re execute any work found to be defective by the Architect prior to the final payment. The Contractor shall not be relieved of his obligation to remove unsuitable materials or correct defective work even though such work and materials may have been previously inspected or estimated for monthly payment.

If the Contractor shall fail or neglect to replace any defective work or to discard condemned materials within ten (10) working days after written notice, the Owner may cause such defective work to be replaced or the condemned materials to be discarded, and acceptable materials provided, and the expense thereof shall be deducted from the amount to be paid to the Contractor. An itemized list of expenses incurred by the Owner shall be submitted to the Contractor with the next monthly payment.

The Contractor is responsible to correct all defective work regardless of whether payment has been made and/or accepted by the Architect.

2.20 CLAIMS FOR EXTRA COST

If the Contractor claims that any instructions, be they drawings or otherwise, involve extra cost under this Contract, he shall give written notification to the Architect within forty-eight (48) hours after the receipt of such instructions with copies sent to the Owner. In any event, before proceeding to execute the work, the Contractor shall meet with the Architect to afford the opportunity to modify the design or construction procedure, to establish the validity and the value of the claim as provided in 2.13, Changes in the Work.

If the Contractor claims compensation for any alleged damages sustained by reason of acts of the Owner, or its agents, the Contractor shall immediately notify the Architect so that a proper appraisal can be made. Within five (5) days thereafter, the Contractor shall submit to the Architect a written statement as to the nature of the damage and an itemized statement of the amount claimed for such damage. No such claims shall be valid or entitled to payment unless as herein before specified. Work under the Contract shall not be terminated or delayed during any discussions or negotiations related to claims for extra cost.

2.21 LINE AND GRADE

The Contractor is responsible to stake out all such lines and grades as he may deem necessary in order to accurately construct the project.

No separate payment will be made for surveying and stakeout work. All costs shall be considered included in the bid item in the proposal.

2.22 PUBLIC UTILITIES

The following is a list of corporations, companies, agencies, or municipalities owning or controlling the utilities in the vicinity of the project site, and the name, address and telephone number of their local representatives:

Atlantic City Electric
Corporate Correspondence
P.O. Box 17006
Wilmington, DE 19850-7006

South Jersey Gas
1 South Jersey Place
Atlantic City, NJ 08401

Harrison Township Water/Sewer Department
114 Bridgeton Pike
Mullica Hill, NJ 08062

NJ American Water Company
1 Water Street
Camden, NJ 08102

Notification of major utilities for mark-out shall be made by the Contractor by calling Garden State Underground Location Service at 1-800-272-1000.

The Contractor shall contact in writing, all agencies which may have utilities located in the area of work prior to commencement of construction.

Upon completion of the work, the Contractor shall obtain a written statement from the various utility companies stating that all manholes or valve boxes within any paved or easement area under this Contract are free of any foreign matter and can be readily opened.

2.23 CHATTEL MORTGAGES

No materials, equipment, or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies used by him in the work.

2.24 INSURANCES

Contractor shall procure and maintain at Contractor's expense, insurance of the kinds and in the amount hereinafter provided from insurance companies authorized to do business in the State of New Jersey. Before commencing the Work, Contractor shall furnish to the Township a Certificate or Certificates of Insurance together with Declaration Pages in form satisfactory to the Township showing that Contractor has complied with this subsection. The Contractor shall not let any subcontract until all similar insurance required of the subcontractor has been so obtained and approved. The Certificate or Certificates and Declaration Pages shall provide that the policies shall not be terminated, changed, non-renewed or canceled until thirty (30) days prior written notice has been given the Township. Upon request, the Contractor shall furnish the Township with a certified copy of each policy itself, including the provisions establishing premiums. Insurance policies shall provide for reinstatement of full coverage after payment of any claim. All policies to be provided by the Contractor to the Township shall contain no exclusions for the work about to be performed. The types and minimum limits of insurance are as follows.

The Contractor shall take out and maintain during the life of the Contract, the following types of insurance:

1. Worker's Compensation & Employee Liability Insurance – The policy shall cover all of Contractor's employees employed at the work site and, in case any work is sublet, Contractor shall require the subcontractor to provide Worker's Compensation Insurance for all his employees unless such employees are covered by Contractor. All such insurance shall be in amounts as are required by law.
 - a. \$1,000,000.00 per accident
 - b. \$1,000,000.00 per employee (disease)
2. General Liability
 - a. Bodily Injury \$1,000,000.00 per occurrence
 - b. Property Damage \$1,000,000.00 per occurrence
 - c. Bodily Injury and \$1,000,000.00 aggregate
Property damage combined

3. Automobile Liability	\$1,000,000.00 per occurrence Bodily Injury
Bodily Injury and Property	\$1,000,000.00 aggregate
Damage combined	
4. Excess Umbrella Liability	\$3,000,000.00

The insurance policy shall be endorsed to include broad form general liability, public liability, contractual liability and completed operations coverage. The Township shall be named as an additional insured on all of the aforementioned policies, except worker's compensation, and such policies shall include an endorsement to that effect.

The existence or approval of any insurance policies hereunder is not intended to and shall not be construed as a limitation of any liability assumed by or imposed upon Contractor as a result of this Contract and/or as a limitation on the extent of Contractor's responsibility for payment of damages resulting from his Work under this Contract.

2.25 WORK BY OTHERS

The Owner reserves the right to do any work which may connect with, become part of or be adjacent to the work embraced in this Contract, at any time, by Contract or otherwise.

The Contractor shall not interfere in any way with such other Contractor or person or persons which the Owner may employ and shall suspend such part, or all of his work, or shall prosecute the same in a manner, as may be ordered, to afford all reasonable facilities for doing such other work. Where the Contractor cannot agree as to who has precedence in any location, the decision shall rest with the Engineer, whose determination shall be final and conclusive. Any time lost, due to the work by others, shall not be just cause for additional compensation by the Contractor.

In the event any damage or claims of damage arise due to the work by additional Contractors, the Contractor shall indemnify and hold the Owner harmless from all such claims.

2.26 RIGHT OF OWNER TO DECLARE CONTRACTOR IN DEFAULT

The Owner has the right to declare the Contractor in default under the following circumstances:

1. The Contractor becomes insolvent;
2. The Contractor makes an assignment for the benefit of creditors, pursuant to the Statutes of the State of New Jersey or any other state;
3. A voluntary or involuntary petition in bankruptcy is filed by or against the Contractor;
4. The Contractor fails to commence work when notified to do so by the Owner;
5. The Contractor shall abandon the work;

6. If the Contractor fails to or refuses to regard laws, ordinances, regulations, and such orders as given by the Owner or Architect with respect to the work.
7. The Contractor shall, without just cause, reduce his working force to a number which, if maintained, would be insufficient in the opinion of the Owner, to complete the work in accordance with the progress schedule and shall fail or refuse to sufficiently increase such working force when ordered to do so by the Owner;
8. The Owner shall be of the opinion that the Contractor is not or has not been executing the contract in good faith and in accordance with its terms;
9. If the Contractor refuses or fails to prosecute the work or any part thereof with such diligence as will insure the work's completion within the specified period (or any duly authorized extension) or fails to complete the work within the prescribed period.
10. If the Contractor fails to make prompt payment to persons supplying labor or materials for the work
11. The Owner shall be of the opinion that the Contractor is or has been willfully or in bad faith violating any of the provisions of the Contract.
12. A receiver or receivers are appointed to take charge of the Contractor's property or affairs.
13. The Contractor shall not sublet, assign, transfer, convey or otherwise dispose of his contract other than as herein specified;
14. The Owner shall be of the opinion that the work cannot be completed within the time herein specified or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the Owner's opinion, attributable to conditions within the Contractor's control; and
15. The work is not completed within the time herein provided therefore or within the time to which the Contractor may be entitled to have such completion extended.
16. The Owner shall be of the opinion that performance of the Contract by the Contractor is unsatisfactory.
17. If the Architect is of the opinion, and certifies in writing, that the work or any part thereof is unnecessarily or unreasonable delayed, or that the Contractor is not complying with the orders of the Architect, or that sufficient workmen, materials, plant, tools, supplies, safety standards, or other means of carrying on the work are not provided to carry out all the requirements of the Contract.

Before the Owner shall exercise its right to declare the Contractor in default, the Contractor shall be given an opportunity to be heard on two (2) days' notice.

The right to declare the Contractor in default for any of the grounds specified or referred to herein shall be exercised by sending the Contractor a notice, signed by the Owner, setting forth the ground or grounds upon which such default is declared. Upon receipt of such notice, the Contractor shall immediately discontinue all further operations under this contract.

The Owner shall serve written notice to the Contractor ordering the Contractor not to begin, or not to resume, or to discontinue all work under this Contract for any of the above stated reasons.

The Owner may then enter upon and take possession of the work, or any part thereof, and by purchase of necessary materials and equipment, by and/or direct employment of labor complete the work; or the Owner may cause the work to be completed by other persons by Contract without advertising; or the Owner may re-advertise and re-let the uncompleted portions of the work and all expenses or financial loss to the Owner by reason of any of the above methods for completing the unfinished work shall be deducted out of monies then due, or to become due the Contractor under this Contract.

In case such expense shall exceed the amount which would have been payable under this Contract if the same had been completed by the Contractor, the Contractor or his sureties shall pay the amount of such excess to the Owner.

Should such expense be less than the amount payable under the Contract, had the same been completed by the Contractor, he shall receive the difference after deducting the amount retained as herein before or hereinafter specified.

All the work undertaken by the Owner, by Contract or otherwise, shall be certified by the Architect as to the amount of work done, the cost and amount of excess cost, if any. Such certification shall be binding and conclusive upon the Contractor, his sureties, successors, assigns or lienors.

In case this Contract, or any alterations or modifications thereof be thus terminated, the decision of the Owner shall be conclusive, and said Contractor shall not be allowed to claim or receive any compensation or damages for not being allowed to proceed with the work.

2.27 REMOVAL OF EQUIPMENT

In case of termination of work, from any cause whatever, prior to completion, the Contractor shall promptly remove any part or all of his equipment and supplies from the work. If such removal is not completed within five (5) business days after written notification by the Owner, the Owner shall have the right to remove such equipment and supplies at the expense of the Contractor.

2.28 CONTRACTOR'S RIGHT TO TERMINATE WORK

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

2.29 SUSPENSION OF WORK

The Owner, on account of public necessity, adverse weather conditions, or other reasons, may order all or any part of the work suspended, and thereupon, the Contractor shall neatly pile up all materials, provide and maintain walks and crossings and take other means to properly protect the work. In case of stoppage of work, the time allowed for the completion of the work shall be extended in an amount equal to that lost by the Contractor in such manner, but the Contractor shall be entitled to no claims for damages. Under no circumstances shall the materials be used which have been affected by the weather.

2.30 POWERS OF THE ARCHITECT

The Architect shall have unrestricted access to all parts of the work. The Architect shall make all necessary explanations as to the meaning and intent of the Contract Documents, shall give all orders and directions contemplated under the Contract, and in every case in which a difficult or unforeseen condition shall arise in the performance of the work the Architect shall determine the adequacy of the Contractor's methods, plant, and appurtenances. The Architect shall determine in all cases the quantity, quality, and acceptability of the several kinds of work and materials and shall determine all questions in relation to the work and the construction thereof.

In case there is any inconsistency or ambiguity in the Contract Documents brought to his/her attention by the Contractor, the Architect shall base his decision upon the premise that the more stringent interpretation was made by the Contractor in the submission of his bid. The Architect shall decide any difference or conflicts which may arise between the Contractor and other Contractors of the Owner in regard to their work.

2.31 APPEAL BY THE CONTRACTOR

Should the Contractor take exception to any determination made by the Architect relating to this Contract, the Contractor shall within ten (10) calendar days after receiving notification of such decision, file with the Owner a written notice appeal, together with a full statement of facts as he believes them to be true. A copy of said notice and statement of fact shall be furnished to the Architect.

Upon completion of the work, all matters of appeal shall be submitted to a Board of Arbitrators, composed of three members, one of whom shall be appointed by the Owner, one by the Contractor and the third member shall be chosen by the first two. The cost of appeal shall be borne by the Contractor in matters wherein the decisions of the Architect are affirmed, and in other matters the costs shall be borne jointly by the Contractor and the Owner in such proportion as the Board of Arbitrators shall determine.

The decision of the Board of Arbitrators shall be conclusive and binding upon both the Owner and the Contractor.

2.32 UNAUTHORIZED WORK

Work done without lines and grade being given, work done beyond the lines and grades shown on the drawings or as given, or any extra work done without written authorization will be considered unauthorized. Such work will be at the expense of the Contractor and will not be paid for by the Owner. Work so done, may be ordered removed and/or replaced by the Architect at the Contractor's expense.

2.33 MAINTENANCE OF TRAFFIC

The Contractor shall provide for and maintain local vehicular traffic during construction operations wherever feasible. At no time shall he close off any street by barricading or other methods without the prior consent of the Owner, County and/or State. If and when it becomes necessary to close the street to the normal flow of traffic the "closure" will be in accordance with the guidelines set forth in the specifications. The Contractor shall notify the Police Department, Fire Department and the Engineer, and shall at all times provide ingress and egress for emergency services as provided by the aforesaid departments. Detour routes, if approved by the Police Department, County and/or State, must be adequately and fully marked by the Contractor for the entire length of the detour.

2.34 EROSION AND SEDIMENTATION CONTROL

The Contractor shall schedule and conduct the work exercising such precautions as necessary to prevent and/or reasonably minimize the pollution or contamination of stream and other waters with sediment or other harmful materials. Wherever construction exposes work which is subject to erosion, the extent of such exposures in advance of subsequent construction shall be subject to the approval of the Township Engineer. Erosion control features or other work to be completed within such areas shall follow as soon after exposure as practicable.

During construction, the Contractor shall shape the top of earthwork so as to affect the drainage of rainwater and to prevent the flow of runoff over the slopes except at locations selected or approved by the Township Engineer. If and where the Township Engineer so directs, temporary slope drains shall be constructed to carry the runoff. The erosion control measures described herein shall be continued until the grass on seeded slopes is sufficiently established to be an effective erosion deterrent.

Unless otherwise approved in writing by the Township Engineer, construction operations in rivers, streams and impoundment's should be restricted to those areas where channel changes are shown on the plans and to those areas which must be entered for the construction of temporary or permanent structures, rivers, streams and impoundment's shall be promptly cleared of all falsework, piling, debris, or other obstructions placed therein or caused by the construction operations.

Excavation from the roadway, channel changes, cofferdams, etc., shall not be deposited in or so near to rivers, streams or impoundments so that it will not be washed away by high water or runoff.

All work must also be in accordance with the local Soil Conservation District.

No separate payment will be made to the Contractor for providing soil erosion and sedimentation control measures, the cost of which shall be considered included in the unit bid price of the various items of work.

2.35 DEWATERING FACILITIES

The Contractor shall provide suitable and adequate dewatering equipment to ensure satisfactory construction and maximum progress.

2.36 SOLID WASTE DISPOSAL

The Contractor is directed to N.J.A.C. 7:26-1, et, seq., Rules of the Department of Environmental Protection, Division of Waste Management. The Contractor shall be required to follow the applicable rules and regulations. In general, these regulations require that all solid wastes (including, without limitation, concrete, black top, demolition or construction debris, unacceptable fill, etc.) must be disposed in an approved, licensed disposal facility. Also, any truck hauling this type of material to a landfill must have a permit issued by the Bureau of Registration and Permit Administration, NJ Department of Environmental Protection, 840 Bear Tavern Road, Trenton, NJ 08625.

Prior to the removal of any solid waste material from the site, the Contractor shall submit a written statement from a licensed solid waste disposal facility operator which grants the Contractor permission to use the facility for the disposal of materials originating at the Owner's project site.

The cost of all permit and disposal fees and hauling costs which may be necessary for compliance with all applicable laws and regulations shall be included in the various prices bid in the proposal.

2.37 FINAL CLEAN UP

Before final acceptance of the work, the Contractor shall remove all equipment, temporary work, unused and useless materials, rubbish; shall leave the ground and adjacent property in a neat and satisfactory condition; shall remove all obstructions from waterways caused by his operations; and shall clean all new and existing storm water drains within and adjacent to the work which have been obstructed by the Contractor.

2.38 LIENS

The Contractor agrees that he will furnish the Owner with satisfactory evidence that all persons who have done work or furnished materials under this agreement and are entitled to a lien, therefore, have been fully paid off and are no longer entitled to such lien. The Owner may withhold payment in the event claims are filed or it has reasonable evidence indicating the probability of claims being filed.

2.39 COMPLIANCE WITH LABOR STATUTES AND RULES

The Contractor agrees to comply with all the laws of the State of New Jersey regarding labor and compensation with all labor statutes, rules, regulations, and ordinances applicable and having the force of the law. The Contractor in matters of non-discrimination agrees that:

a. In the hiring of persons for the performance of work under this Contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this Contract, no Contractor, nor any person acting on behalf of such Contractor or subcontractor, shall, by reason or race, creed, color, national origin, or ancestry, discriminate against any person who is qualified and available to perform the work to which the employment relates.

b. No Contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employees engaged in the performance of work under this Contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such Contract on account of race, creed, color, national origin, or ancestry.

c. This Contract may be canceled or terminated by the Contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the Contract occurring after notice of the Contractor from the Contracting public agency of any prior violation of the section of the Contract.

d. The Contractor agrees to comply with all State statutes, rules and regulations dealing with minimum wage rates and failure to do so shall subject the Contractor to forfeiture of the Contract or other penalties imposed by law.

e. Contractors are responsible for subcontractor compliance.

f. The Contractor shall instruct his personnel to follow all safety regulations of the Occupational Safety and Health Administration (OSHA) and officials of the State of New Jersey Department of Labor and Industry. The Contractor is forewarned that the regulatory agencies could impose a work stoppage if their representatives inspect the Contract work and discover that safety precautions mandated by the agencies have been violated.

g. In the case of projects with Contracts exceeding \$50,000.00 that are part of the project, the Contractor shall have an Affirmative Action Plan. The form AA-201B and/or others as it may be requested by the Affirmative Action Office shall be completed by the

Contractor and furnished to the Governing Body and the Affirmative Action Office no later than three (3) days after the Contractor signs the Contract.

2.40 AMERICAN GOODS AND PRODUCTS

Only manufactured products of the United States, wherever available, shall be used for this project.

2.41 SUBMITTALS

The Contractor shall submit for review by the Architect shop drawings for all fabricated work and for all manufactured items required to be furnished in the Contract and as required by the specifications. All drawings submitted to the Architect shall be reviewed and stamped "reviewed" for conformance to the plans and specifications as regards measurements, size, materials and details by the Contractors, including all drawings submitted to him by his subcontractors and suppliers of equipment included in his Contract.

Architect's review of the Contractor's shop drawings shall in no way relieve the Contractor of any of his responsibilities under the Contract. Any fabrication, erection, setting or other work done in advance of the receipt of shop drawings returned by the Architect and noted as "reviewed" or "reviewed as noted", shall be entirely at the Contractor's risk. The Architect's review will be confined to general arrangement and compliance with the Contract drawings and specifications only, and will not be for the purpose of checking dimensions, weights, clearances, fitting, tolerances, interferences, coordination of trades, etc.

The review of shop drawings submitted by the Contractor shall not constitute a waiver of any of the requirements of this Contract, nor shall the Owner be compelled to accept any structure, equipment or apparatus unless it passes all the tests and requirements of these specifications.

Equipment manufacturers supplying equipment for the project shall examine the plans and specifications pertaining to their particular equipment in order to be fully acquainted with the operating conditions to which the equipment will be subjected. Equipment to be furnished shall carry a guarantee of satisfactory operation under the operating conditions shown on the drawings.

The procedure in the review of drawings being submitted by the Contractor shall be as follows:

1. The Contractor shall submit seven (7) prints of the drawings to the Architect for his/her review. The drawings shall be accompanied by a letter of transmittal, in duplicate, containing the name of the project, the name of the Contractor, the number of drawings, titles and other requirements. Unless otherwise specified, such drawings shall be submitted at least fourteen (14) calendar days before they are required for fabrication of the materials by the Contractor or supplier.

2. When a drawing is satisfactory to the Architect, it will be stamped "Reviewed", be dated and two (2) copies thereof will be returned to the Contractor by letter with a request to submit three (3) additional copies of each drawing and one copy of each drawing in reproducible form (brown line) for purposes of recording.

3. When a drawing requires minor corrections by the Architect, he/she will stamp thereon "Reviewed as Noted" and will return two (2) copies thereof, to the Contractor with the necessary corrections and changes indicated. The Contractor shall make such corrections and changes and again submit three (3) prints of the corrected drawings for review. The Contractor shall revise and resubmit the drawings as required by the Architect. The procedure as outlined in No. 2 above will then be followed.

4. Should a drawing be unsatisfactory to the Architect, he/she will stamp thereon "Revise and Resubmit" and will return two (2) copies thereof to the Contractor with the necessary corrections and changes indicated. The Contractor shall make such corrections and changes and again submit three (3) prints of the corrected drawings for review. The Contractor shall revise and resubmit the drawings as required by the Architect, until review thereof is obtained. The procedure as outlined in No. 2 above will then be followed.

5. Should a drawing be unacceptable to the Architect, he/she will stamp thereon "Not Accepted". It will be the Contractor's responsibility to resubmit a drawing that will be acceptable.

6. Shop drawings, showing the layout of equipment, piping, fixtures, conduit runs, electrical gear, ducting and all fabricated and manufactured items for inclusion into the project, shall be drawn and submitted at the scale used on the Contract drawings for the plan, sectional plans, sections and details for that particular building or installation.

7. Contract drawings shall not be reproduced by mechanical, chemical or photographic methods and resubmitted as "shop drawings".

Shop drawings submitted by subcontractors shall be sent directly to the Contractor who shall thoroughly check all subcontractor's shop drawings as regards measurements, sizes of members, materials and details to satisfy himself that they conform to the intent of the Contract drawings and specification. All subcontractor submittals must bear the stamp of approval of the Contractor, as evidence that such submittals have been checked by the Contractor. Drawings found to be inaccurate or otherwise in error shall be returned to the subcontractors by the Contractor for correction before submitting them to the Engineer.

All details on shop drawings submitted for review shall clearly show the relation of the various parts, and where the work depends upon field measurements such measurements shall be obtained by the Contractor and noted on the shop drawings before being submitted for review.

All submissions shall be properly referenced to indicate clearly the specifications section, location, service and function of each particular item. Identification of items shall be made in ink and submissions showing only general information are not acceptable.

All submissions shall be properly bound, labeled to indicate Contract number and shall include certification of the origin (Buy American) of materials and equipment. Each element of the submission shall be marked and tabulated.

If the shop drawings contain any departures from the Contract requirements, request for review thereof shall be made in the Contractor's letter of transmittal. Where such departures require revisions to layouts or structural changes to the work as shown, the Contractor shall, at his own expense, prepare and submit revised layout and structural drawings for review. Such drawings shall be the same size as the Contract drawings unless otherwise approved.

Drawings for electrical equipment shall show physical dimensions and installation details and shall include elementary and connection diagrams for each control assembly and the interconnection diagrams for all equipment. The drawings shall show clearly the coordination of control work, shall identify the components external to electrical equipment and shall define the contact arrangement and control action of the primary and final control elements.

Where electrical control equipment having internal wiring is required, the detail shop wiring diagrams for such equipment will be required and will, in general, not be reviewed. The submittal for each item of equipment shall include an elementary diagram of the input and output elements which require connections to external equipment and a complete step by step description of the control action of the equipment being submitted.

One complete submittal of shop drawings shall be made at the same time for any one phase of a project such as structural, piping, reinforcing, etc. Shop drawings shall not be submitted piecemeal for said phases.

2.42 DISPUTES

Disputes arising under the Contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration or non-binding arbitration, as required by P.L. 1997, c. 371, pursuant to industry standards, prior to being submitted to a court for adjudication. The specific type of alternate dispute resolution to be utilized shall be selected by the Township and the costs payable to the mediator or arbitrator(s) shall be borne equally by the Township and Contractor. Nothing herein shall prevent the Township from seeking injunctive or declaratory relief in court at any time. The alternative dispute resolution practices required by this Section shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered into pursuant to P.L. 1971, c. 198 (N.J.S.A. 40A:11-1, et. seq.). The joinder of parties to any dispute hereunder shall be governed by the provisions of P.L. 1997, c. 371.

PROPOSAL

PROPOSAL

To: Township of Harrison

For: Wastewater Facility Office Construction

The undersigned hereby declares that the only person or persons interested in the Proposal as principal or principals, is or are named below, and that no other person than herein below named has any interest in the Proposal. This Proposal is made without any connection with any other person or persons making a Proposal for the same purpose.

The Proposal is in all respects fair and without collusion or fraud and that no officer or employee of the Municipality 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.

It is further declared that the site of the work and the Contract Documents have been examined and it is also agreed that the work will be carried out and completed, if this Proposal is accepted, as specified and the undersigned will provide all the Superintendence, Labor, Material, Tools and Equipment, and all else necessary therefore, and incidental thereto for the items in the Proposal, complete in place.

Accompanying this Proposal is a Consent of Surety and a certified check, cashier's check, or bid bond for a minimum of ten (10%) percent of the amount bid but not more than

\$20,000.00, payable to the Municipality, which is agreed by the undersigned to be forfeited as liquidated damages, and not as a penalty, if the Contract is awarded to the undersigned, and the undersigned shall fail to execute the Contract for the work within the stipulated time, otherwise, the bid security shall be returned to the undersigned as specified in the Contract Documents.

Authorized Signature _____ Title _____

Firm's Name _____

Address _____

Telephone _____ Date _____

Email _____

SCHEDULE OF PRICES
Wastewater Facility Office Construction
Township of Harrison Gloucester County, New Jersey

Quantity	Unit	Description of Item (In Words)
1	Lump Sum	Wastewater Facility Office Construction

Lump Sum Price (In Words)

_____ Dollars
_____ Cents Lump Sum Price (In Figures)

\$ _____

Authorized Signature _____ Title _____

Firm's Name _____

Address _____

Telephone _____ Date _____

Email _____

ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick-up, etc.)	Date Received

Acknowledgement by bidder:

Name of Bidder: _____

By Authorized Representative (Signature):

Printed Name and Title: _____

Date:

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY COUNTY OF _____

I, _____ of the Municipality of _____ in
the County of _____ and the State of _____ being
of full age and being duly sworn according to law on my oath depose and say that:

I _____ am
_____ of _____ the _____ firm _____ of _____

the bidder making the Proposal for the above named project; 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; that all statements contained in said Proposal and in this affidavit are true and correct, and made will full knowledge; that the State of New Jersey and owner relies upon the truth of the statements contained in said Proposal and in this affidavit in awarding the Contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. (NJSA 52:34-1).

(Name of Contractor)

(Signature of Duly Authorized Representative)

(Print Name and Title)
Subscribed and sworn to

before me this _____ day of _____, 20____

Notary Public of _____

My commission expires _____, 20____

BIDDER'S QUALIFICATION FORM

(This form is part of the Proposal)

On the form provided, indicate at least five (5) jobs performed within the last three (3) years of a similar nature and Contract amount:

1. Name of Job:

_____ Major Construction Items:

Architect Name, Address & Telephone Number:

2. Name of Job:

_____ Major Construction Items:

Architect Name, Address & Telephone Number:

3. Name of Job:

_____ Major Construction Items:

Architect Name, Address & Telephone Number:

4. Name of Job:

_____ Major Construction Items:

Architect Name, Address & Telephone Number:

5. Name of Job:

_____ Major Construction Items:

Architect Name, Address & Telephone Number:

PLAN AND EQUIPMENT QUESTIONNAIRE

Submitted to

A Corporation By _____ A Co-partnership
An Individual Principal Office

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. In what manner have you inspected the proposed work? Explain in detail.

2. Explain your plan or layout for performing the proposed work.

3. The work, if awarded to you, will have the personal supervision of whom?

4. Do you intend to do the proposed work with your own forces? _____

5(a). Do you intend to sublet any portions of the work pursuant to section 16 of P.L. 1971, c. 198 (C.40A:11-16), which includes the furnishing of plumping and gas fittings, and all kindred work, and of the steam and hot water heating and ventilating apparatus, steam power plants and kindred work, and electrical work, structural steel and ornamental iron work, each of which the subcontractors shall be qualified in accordance with P.L.1971,c.198(C.40A:11-1 et seq.)? _____. If so, state the amount of any subcontract(s), and the name and address of the Subcontractor(s).

5(b). Do you intend to sublet any portions of work not included in 5(a) above? _ If so, state amount of subcontract(s), the nature of the work to be subcontracted, and the name and address of the subcontractor(s) (Provide additional sheets if necessary).

STATUS OF CONTRACTS ON HAND

6. Give full information about all of your Contracts, whether private or government Contracts, whether prime or sub-Contracts; whether in progress or awarded but not yet begun; or where you are low bidder pending formal award of Contract.

Owner	Location	Description	Adjusted Contract Amount	Amount Completed and Billed	Additional Earned Since Last Estimate	Balance to be Completed	Estimated Date of Completion
Totals							

7. What equipment do you own that is available for and intended to be used on the proposed project?

TABLE 1

Quantity	Item	Description, Size, Capacity, Etc.	Condition	Yrs of Service	Present Location

8. What equipment do you intend to purchase or lease for use on the proposed work, should the Contract be awarded to you?

Quantity	Item	Description, Size, Capacity, Etc.	Approximate Cost	
			Purchase	Lease

TABLE 2

9. Have you made Contracts or received firm offers for all materials within prices used in preparing your proposal? Do not give name of dealers or manufacturers.

_____ YES _____ NO

The Undersigned hereby declare(s) that the items of equipment in Table 1 are owned by _____, and are available for and intended to be used on the Project, if _____ is awarded the Contract, and that (he) (she) (they) propose(s) to purchase or lease for the Project the additional items of equipment stated in Table 2.

If awarded the Contract, the Undersigned will furnish certificates from the owners of leased equipment to the effect that, in case of default of Contract, the Governing Body has the right to take over the leased equipment for use in completing the work.

Dated at _____ this _____ day of _____, 20 ____.

Name of Organization _____
By _____

Title or Person Signing

STATE OF _____ COUNTY OF _
_____, Being duly sworn, deposes and says
that he/she is _____ of the
above _____
Name of Organization

and that the answers to the foregoing questions and all statements therein contained are true and correct.

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

Notary Public

My Commission Expires _____

SITE INSPECTION AFFIDAVIT

I, _____, on behalf of the bidder,
_____, do hereby declare that, I or my (Name of
Bidder)

duly authorized representative, did adequately inspect the scope of work within the limits of Wastewater Facility Office Construction in the Township of Harrison for the purpose of being fully informed as to the location and condition of the project site. I inspected the project site on the _____ day of _____, 2026, and I hereby acknowledge that I have satisfied myself with regard to the conditions of the site and the nature and extent of the work to be performed under this contract.

By: _____

(Print or Type Name)

(Bidding Firm)

Subscribed and sworn to before me this _____ day of _____, 2026.

Notary Public

My commission expires on _____, _____.

CORPORATION OR PARTNERSHIP STATEMENT

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, County, Municipal or School District Contract for purposes of any work or the furnishing of any materials or supplies unless prior to the receipt of the bid or accompanying the bid of said Corporation or Partnership there is submitted a statement. The statement shall set forth the names and addresses of all stockholders in the Corporation or Partnership who own ten (10%) percent of its stock of any class or of all individual partners in the Partnership who own a ten (10%) percent or greater interest therein.

Date: _____, 20 _____

Legal Name of Bidder: _____

_____ Incorporated

_____ Partnership

Business Address:

Street

City

State

&

Zip

Code

Telephone

Listed below are the names and addresses of all stockholders in the Corporation or Partnership who own ten (10%) percent or more of its stock of any class, or of all individual partners in the Partnership who own a ten (10%) percent or greater interest therein.

Name: _____ Address: _____

_____ Name: _____

_____ Address: _____

_____ Name: _____

_____ Address: _____

_____ Name: _____

_____ Address: _____

We have no one person who owns ten (10%) percent or more of the Corporation or Partnership.

Signed: _____

Title: _____

If extra space is required, add sheets as necessary.

NOTE: This Corporation or Partnership statement is made part of this proposal form and shall be completed and returned with your bid.

FORM OF CONSENT OF SURETY

TOWNSHIP OF HARRISON GLOUCESTER COUNTY, NEW JERSEY

In consideration of the premises and of One Dollar (\$1.00), lawful money of the United States, to it in hand paid, the receipt whereof is hereby acknowledged, the undersigned surety consents and agrees that if the Contract, for which the preceding Bid is made, be awarded to the person or persons submitting same, it will become bound as surety and guarantor for its faithful performance and labor and material payment in an amount of dollars equal to the sum of _____ and _____ will execute a bond as party of the third part thereto when required to do so by the Township of Harrison.

IN WITNESS WHEREOF, said Surety has caused these presents to be signed and attested by a duly authorized officer, and its corporate seal to be hereto affixed this _____ day of _____, 20 ____.

(A corporate acknowledgment and statement of authority to be hereto attached by the surety company)

(Name of Surety)

By: _____
(Surety Company Attorney-in-Fact)

Attest: _____ Date: _____

By: _____

Name: _____

Title: _____

Date: _____

FORM OF BID BOND

TOWNSHIP OF HARRISON GLOUCESTER COUNTY, NEW JERSEY

KNOW ALL MEN BY THESE PRESENTS, that we

hereinafter called the Principal, as Principal, and the _____
of _____, a Corporation duly organized under the laws
of the state of _____, hereinafter called the Surety, as Surety, are held and firmly
bound unto the Township of Harrison, hereinafter called the Obligee, in the sum of _____
Dollars (\$ _____), for the payment of which sum, well and truly to be made, the said
Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid for the construction of

NOW, THEREFORE, if the Obligee shall accept the Bid of the Principal and the Principal shall
enter into a Contract with the Obligee in accordance with the terms of such Bid, and give such
Bond as may be specified in the Bidding or Contract Documents with good and sufficient Surety
for the faithful performance and labor and material payment of such Contract, or in the event of
the failure of the Principal to enter such Contract and give such Bond, if the Principal shall pay to
the Obligee the difference, not to exceed the penal amount hereof, between the amount specified
in said Bid and such larger amount for which the Obligee may in good faith Contract with another
party to perform the work covered by said Bid, then this obligation shall be null and void, otherwise
to remain in full force and effect.

SIGNED AND SEALED this _____ day of _____ A.D., 20 ____ in
the presence of:

PRINCIPAL (Seal)

WITNESS TITLE

SURETY (Seal)

WITNESS TITLE

CONSENT TO INVESTIGATION

TOWNSHIP OF HARRISON GLOUCESTER COUNTY, NEW JERSEY

The Bidder hereby gives its consent to the Township of Harrison, Gloucester County, New Jersey, or its authorized representatives to investigate and verify all information contained herein including financial and law enforcement information with respect to the Bidder. The Bidder agrees that all financial institutions, law enforcement agencies and regulatory agencies are authorized to release information verifying those representations and/or submissions made by the Bidder. The Bidder further agrees that the Township of Harrison and/or its authorized representatives are authorized to inspect all premises and relevant records of said business entity in order to verify information contained herein.

The Bidder agrees that a photocopy of this Consent to Investigation may be accepted by any agency or institution in lieu of the original.

Name of Bidder

Bidder's Address:

By: _____

(Signature)

Name: _____

Title: _____

Date: _____

AFFIRMATIVE ACTION ACKNOWLEDGMENT

**TOWNSHIP OF HARRISON
GLOUCESTER COUNTY, NEW JERSEY
Wastewater Facility Office Construction**

Contractor acknowledges that his firm is an Affirmative Action Employer and certifies compliance with all requirements:

(Name of Firm)

(Signature)

(Title)

(Address of Firm)

(Date)

AFFIRMATIVE ACTION ACKNOWLEDGMENT

**TOWNSHIP OF HARRISON
GLOUCESTER COUNTY, NEW JERSEY**

Wastewater Facility Office Construction

REQUIRED EVIDENCE

AFFIRMATIVE ACTION REGULATIONS PL. 1975 CHAPTER 127 (N.J.A.C. 17:27)

If Awarded a contract, the Successful Bidder will be required to comply with the requirements of PL. 1975, Chapter 127 N.J.A.C. 17:27. Within three (3) days after receipt of the notification of intent to award the contract, the Successful Bidder shall present one of the following:

- 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 and completed by Contractor in accordance with N.J.A.C. 17:27-4.**

The successful Bidder must submit no later than three (3) days after the signing of the Contract an Initial Project Manning Table consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-7.

NO FIRM MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF PL. 1975. CHAPTER 127.

AFFIRMATIVE ACTION ACKNOWLEDGMENT

**TOWNSHIP OF HARRISON
GLOUCESTER COUNTY, NEW JERSEY**

Wastewater Facility Office Construction

The following questions must be answered by all Bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

Yes _____ No _____

If yes, please submit a photostatic copy of such approval.

2. Do you have a State Certificate of Employee Information Report approval?

Yes _____ No _____

If yes, please submit a photostatic copy of such certificate.

The undersigned contractor certifies that he/she is aware of the commitment to comply with the requirements of PL. 1975, Chapter 127 and agrees to furnish the required documentation pursuant to the law.

COMPANY:

SIGNATURE:

NAME/TITLE:

NOTE: A contractor's Bid must be rejected as non-responsive if a contractor fails to comply with requirements of PL. 1975, C. 127, within the time frame stipulated.

**TOWNSHIP OF HARRISON
WASTEWATER FACILITY OFFICE CONSTRUCTION**

PREVAILING WAGE STATEMENT

If applicable, _____, as successful bidder and all subcontractors hired by _____ does hereby agree to pay all workers employed no less than the prevailing wage rate as determined pursuant to N.J.S.A. 34:11-56.25 et seq., by the Commissioner of Labor and Industry or duly authorized deputy or representative.

Acknowledged For:

(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

WASTEWATER FACILITY OFFICE CONSTRUCTION

Bidder: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NONRESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter list is found on the New Jersey Division of Purchase and Property's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification and provide to the Owner prior to award of contract will render a bidder's proposal nonresponsive.** If the Township of Harrison finds a person or entity to be in violation of law, action shall be taken as may be appropriate and provided by law, rule, or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

☐	I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is <u>listed</u> on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.
☐	<u>OR</u>
☐	I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate, and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as <u>nonresponsive</u> and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate, and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RLEATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, MAKE COPIES OF THIS FORM AND ATTACH HERETO

Name _____

Relationship to Bidder _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder Contact Name _____ Contact Phone Number _____

CERTIFICATION:

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Township of Harrison is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township of Harrison to notify the Township of Harrison in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of Harrison and that the Township of Harrison at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name
(Print): _____

Signature: _____

Title: _____ Date: _____

BID OPENING CHECK LIST ITEMS TO BE SUBMITTED BY BIDDER

CONTRACT TITLE: Wastewater Facility Office Construction

CONTRACT NO. _____ ORDINANCE NO. _____

BIDDER'S COMPANY NAME _____

DATE OF BID OPENING October 15, 2026 TIME 11:00 am

Items to be Submitted	Description of Item to be Submitted	Applicable Specification Page No.	Item Properly Submitted	
			Yes	No
1.	Proposal – Schedule of Prices	P-2 – P-3		
2.	Acknowledgement of receipt of changes to be Documents	P-4		
3.	Non-Collusion Affidavit	P-5		
4.	Bidders Qualification Form	P-6 – P-7		
5.	Plan & Equipment Questionnaire	P-8 – P-11		
6.	Site Inspection Affidavit	P-12		
7.	Corporation or Partnership Statement	P-13		
8.	Consent of Surety	P-14		
9.	Bid Bond	P-15		
10.	Consent to Investigate	P-16		
11.	Affirmative Action Acknowledgement	P-17 – P-19		
12.	Prevailing Wage Statement	P-20		
13.	Iran Disclosure Form	P-21 – P-22	Item Required Prior to Award	
14.	NJ Business Registration Certificate (General & Subcontractors)		Items Required Prior to Award	
15.	Public Works Contractor Registration Certificate (General & Subcontractors)		Items Required Prior to Award	

The checklist is provided only as a convenience to the Bidder to guard against unintentional noncompliance with the requirements for a complete Proposal.

In case of any conflict between the requirements of the checklist and the requirements of the Contract Documents, the requirements of the Contract Documents shall prevail.

CONTRACT

CONTRACT

Wastewater Facility Office Construction

THIS CONTRACT is made on this _____ day of October, 2026, **BY AND BETWEEN: THE TOWNSHIP OF HARRISON**, a municipal corporation of the State of New Jersey, having an address at 114 Bridgeton Pike, Mullica Hill, New Jersey 08062 hereinafter called the "Township" **AND** _____,

having an address at _____
party of the second part, hereafter called the "Contractor",

WITNESSETH:

That the parties to these presents, for themselves and for their successors and assigns, each in the consideration for the undertaking, promises, and agreements on the part of the other herein contained, do hereby covenant, undertake, promise, and agree as set forth below:

ARTICLE I - SCOPE OF WORK

The Contractor hereby agrees to provide those services and to perform that work specifically detailed in the accompanying Proposal, all in accordance with the Contract Documents. The Information to Bidders, Special Conditions and the General Conditions of the Contract, Architectural Plans, Specifications and all documents referenced therein are made a part hereof and are specifically incorporated herein by reference.

ARTICLE II - TIME OF COMPLETION

The work to be completed under this Contract shall be commenced not later than ten (10) calendar days after the Notice to Proceed Date has been given to the Contractor by the Township and shall be completed within one hundred eighty (180) consecutive calendar days from the Contractor's receipt of the written Notice to Proceed Date.

ARTICLE III - THE CONTRACT SUM

The Contract price for all of the services set forth in the Architectural Plans, Specifications, Information to Bidders, and the General and Special Conditions of the Contract shall be \$____, payable by the Municipality subject to additions and deductions as provided in the General Conditions of the Contract and the accompanying Bid Proposal as follows:

The Contractor shall complete a Township payment voucher and return it signed to the Township Administrator, who will review same and, assuming the Township Engineer authorizes payment, shall sign same and forward the voucher with his/her recommendation for payment to the Township Committee for execution as well.

Payment by the Township shall be made in accordance with its established payment procedures.

ARTICLE IV - INDEMNIFICATION

The Contractor agrees to indemnify, defend, and save the Township and all of its officers, agents and employees harmless from liability and legal defense costs which may arise out of its suits, actions, and claims brought for or on account of any injuries or damages received or sustained by any person, persons, or property, or from the said Contractor, or by or in consequence of any neglect or omission on the part of the Contractor or his or its agents or employees. The various unit prices and Contract sum quoted in the accompanying Proposal shall be for, and is to include, all labor, material, and equipment; the payment of all claims and obligations; and whatever else is necessary to complete the Contract to the satisfaction of the Township and Architect.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year as first above written.

ATTEST:
in the County of Gloucester

TOWNSHIP OF HARRISON

Clerk

Mayor

Date

Date

ATTEST:

CONTRACTOR

Witness

President

Date

Date

STATE OF :
: SS:
COUNTY OF :

I certify that on the _____ day of _____, 2026, _____
_____ personally came before me and this person acknowledged under oath to my satisfaction
that: (a) this person signed, sealed and delivered the attached document as President of the
corporation named in this document; and (b) this document was signed and made by the
corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

Notary

STATE OF NEW JERSEY :
: SS
COUNTY OF GLOUCESTER :

I CERTIFY that on _____ day of _____, 2026, J. Adam Wingate
personally came before me and this person acknowledged under oath, to my satisfaction, that: (a)
this person is the Mayor of the **TOWNSHIP OF HARRISON**, the municipal corporation named
in the attached document; (b) this document was signed and delivered by the municipal corporation
as its voluntary act duly authorized by a proper resolution of the Municipal Committee; (c) this
person knows the proper seal of the municipal corporation which was affixed to this document; and
(d) this person signed this proof to attest to the truth of these facts.

Sworn and Subscribed to before me
this _____ day of _____, 2026.

, Clerk

(Notary sign, seal, stamp)

FORM OF PERFORMANCE AND PAYMENT BOND

FORM OF PERFORMANCE BOND (100%)

THIS FORM APPLIES TO THE SUCCESSFUL BIDDER(S) AFTER NOTIFICATION OF AWARD. THE PERFORMANCE BOND MUST BE SUBMITTED TOGETHER WITH THE EXECUTED CONTRACT.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____, _____,
(Name of Contractor) (Address of Contractor)

as Principal, and

_____, _____,
(Name of Surety Company) (Address of Surety)

a corporation organized and existing under the laws of the State of _____ and duly authorized to do business in the State of New Jersey as Surety, are held and firmly bound unto the **Township of Harrison, Gloucester County, New Jersey** as Obligee (Owner), in the penal sum of

_____ Dollars (\$ _____),
lawful money of the United States, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns, 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 __, 20__, a copy of which is hereto attached and made a part of hereof for the construction, service or supply of the **Wastewater Facility Office Construction**.

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 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 the value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract for the WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any way 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.

FORM OF PERFORMANCE BOND (continued)

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 _____ counterparts, each one of
(Number)
which shall be deemed an original, this the _____ day of _____, 20_____.

ATTEST:

(Principal)

(Principal Secretary)

(s)

(Witness to Principal)

(Address)

(Address)

ATTEST:

(SEAL)

(Surety Company)

(Witness as to Surety)

By: _____
(Attorney-in-Fact)

(Address)

(Address)

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

Important: Surety Companies executing BONDS must appear on the current New Jersey List of Approved Surety Companies issued by the New Jersey Department of Banking and Insurance pursuant to N.J.A.C. 11:1

FORM OF
LABOR AND MATERIALS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

(Name of Contractor)

(Address of Contractor)

as Principal, and

(Name of Surety Company)

(Address of Surety)

a corporation organized and existing under the laws of the State of _____ and duly authorized to do business in the State of New Jersey as Surety, are held and firmly bound unto the **Township of Harrison, Gloucester County, New Jersey** as Obligee (Owner), in the penal sum of

_____ Dollars (\$ _____),
lawful money of the United States, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above-named Principal did on the _____ day of _____, 20____ enter into a contract with _____ (Owner) for the

Wastewater Facility Office Construction

which contract is made part of this bond and the same as though set forth herein.

NOW, if the said _____ (Principal) shall pay all lawful claims of beneficiaries as defined by N.J.S 2A:44-143 for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements, or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any beneficiary as defined by N.J.S 2A:44-143 having a just claim, as well as for the Obligee herein; then this obligation shall be void, otherwise the same shall remain in full 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 said Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract; or in or to the plans or specifications therefore, shall in anyway affect the obligations of said Surety on its bonds. This bond is given in compliance with the requirements of the Statutes of the State of New Jersey in respect to bonds of the contractors on public works. Revised Statutes of New Jersey, 1937, Sections 2A:44-143-147, and amendments thereof, and liability hereunder is limited as such in said statutes provided.

FORM OF PAYMENT BOND (continued)

IN WITNESS THEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20__.

ATTEST: _____
Principal

Principal Address

Witness to Principal

Witness Address

ATTEST: _____
Surety

Attorney-in-Fact

Witness to Surety

Corporate Address

SEAL:

Witness as to Surety

Address

NOTES:

1. The date of the Bond shall not be earlier than the date of or a date after the day of the agreement.
2. Surety Companies executing BONDS must appear on the current New Jersey List of Approved Surety Companies issued by the New Jersey Department of Banking and Insurance pursuant to N.J.A.C. 11:1
3. If Contractor is a partnership, all partners shall execute the bond.

APPENDIX A

Prevailing Wage Rates (to be inserted after award)

APPENDIX B

Construction Plans

September 4, 2026

Ms. Tracy Craig-Paci, AIA, CID
tk studio, llc
262 Mullica Hill Road
Mullica Hill, NJ 08062

(Sent via email)

Reference: **Harrison Township Wastewater Treatment Facility**
 35 Woodlawn Ave, Mullica Hill, NJ
 Structural Assessment Report – Existing Foundation Walls
 DA No. 2026-000.99

Dear Ms. Craig-Paci:

This letter is being sent as a follow-up to our visit to the above referenced site on Wednesday, September 1, 2026. Specifically, the structural survey and assessment focused on the existing perimeter foundation wall, which is remaining after a fire damaged the previous one-story framed building.

Based on our visual observations, structural assessment/analyses and our engineering judgment, we believe the existing perimeter masonry foundation wall is generally structurally sound and suitable to support any future proposed one-story rebuild similar to the previous building. In addition, the existing continuous pressure-treated sill plate also appears to be in good condition, is firmly connected to the top of the foundation wall with galvanized sill anchors and suitable for re-use.

We do recommend the following:

- Some minor isolated mortar joint pointing is required where mortar is missing.
- Additional cementitious parging on outside face of the exposed foundation wall is recommended where parging is missing.
- Any and all interior masonry piers should be rebuilt to match the previous conditions.

Limitations

Recommendations provided in this report are narrative in nature, commensurate with the level of effort associated with a limited visual condition assessment. The opinions and recommendations in this report are based solely on the information provided by the field observations and our engineering experience. The report does not address any other portion of the structure other than those areas mentioned, nor does it provide any warranty, either expressed or implied, for any portion of the existing structure.

The evaluation of existing structures requires that certain assumptions be made regarding the existing conditions. Some of these assumptions may not be confirmed without performing additional invasive investigation and/or altering/destroying otherwise adequate or serviceable portions of the structure. Therefore, DA cannot be held responsible for any latent deficiencies

Ms. T.Craig-Paci
DA# 2026-000.99
Sept. 4, 2026
Page 2

which may exist in the structure, but which have not been discovered as a part of the scope of this evaluation.

Ms. Carig-Paci, I trust that this letter is useful for your purposes. Please do not hesitate to call if you have any questions regarding the above info or if you need anything else. Thank you.

Sincerely,

Salvatore Di Genova, P.E.
NJ P.E. # 42619