THE MUNICIPALITY OF PRINCETON
COUNTY OF MERCER
STATE OF NEW JERSEY

SPECIFICATIONS, INSTRUCTIONS TO BIDDERS, AND CONTRACT DOCUMENTS FOR

PROVISION AND INSTALLATION OF A PERMANENT STAGE AT COMMUNITY PARK NORTH

Dawn M. Mount, Municipal Clerk
Sarah Ocicki, Qualified Purchasing Agent

The Municipality of Princeton
400 Witherspoon Street
Princeton, New Jersey 08540

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NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Municipality of Princeton, County of Mercer, State of New Jersey on **NOVEMBER 10, 2026, at 11:00 AM** prevailing time at the Princeton Municipal Building, 400 Witherspoon Street, Princeton, New Jersey 08540, at which time and place bids will be opened and read publicly for:

PROVISION AND INSTALLATION OF A PERMANENT STAGE AT COMMUNITY PARK NORTH

The Princeton Recreation Department has an Amphitheatre located in Community Park North and seeks to have a permanent outdoor stage built at the site. The desire is to have the stage built out of Trex Transcend Lineage decking in a color that matches the current bleachers. The stage shall be a raised platform that includes a ramp.

Plans, specifications and bid documents are available for download at https://www.princetonnj.gov/Bids.aspx at no cost.

Bids shall be submitted in a sealed envelope, addressed to the Municipal Clerk, The Municipality of Princeton, 400 Witherspoon Street, First Floor, Princeton, New Jersey 08540, and the outside of the envelope must be clearly marked with the name and address of the bidder, and the purpose of the bid: "PROVISION AND INSTALLATION OF A PERMANENT STAGE AT COMMUNITY PARK NORTH."

Each bid shall be accompanied by a certified check, bank cashier's check or bid bond of an amount equal to at least ten percent (10%) of the total bid, but not to exceed $20,000.00, payable to the Municipality of Princeton.

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

Sarah Ocicki
Qualified Purchasing Agent

INSTRUCTIONS TO BIDDERS

1. BID SUBMISSION

Bids must be submitted by the date and hour of the opening of bids. Bids may be submitted in person to the Clerk's Office or by mail to the address below. The Municipality of Princeton ("Municipality") assumes no responsibility for loss or non-delivery of any bids sent or delivered to it prior to the bid opening. Bids must be enclosed in a sealed opaque envelope with the name of the bidder and the name of the bid marked clearly on the outside as follows:

To:	Dawn M. Mount, Municipal Clerk The Municipality of Princeton Princeton Municipal Building 400 Witherspoon Street Princeton, NJ 08540
Bid Proposal for:	**PROVISION AND INSTALLATION OF A PERMANENT STAGE AT COMMUNITY PARK NORTH**
Submitted By:	_____ (Name of Bidder)

At the time fixed, bids will be opened and read publicly.

Date:	**NOVEMBER 10, 2026**
Time:	**11:00 AM**, prevailing time
Place:	The Municipality of Princeton Princeton Municipal Building 400 Witherspoon Street Princeton, NJ 08540

The Municipality assumes no responsibility for the premature opening of any bids that are not clearly marked as such.

2. BID DOCUMENTS

The Bid Documents shall consist of the Notice to Bidders, these Instructions to Bidders, Technical Specifications and Scope of Work, Bid Proposal Form and all other bid forms, General Conditions, Plans, Drawings, and all addenda issued. Bid forms are provided herewith. It is the bidder's responsibility to ensure that they have obtained a complete set of bid documents. The Municipality is not responsible for missing pages or forms if bid documents were obtained from any source other than https://www.princetonnj.gov/bids/aspx, nor will the Municipality be responsible for deficient bids submitted based on incomplete or missing bid documents.

3. CONTRACT DOCUMENTS

The contract documents shall consist of the Bid Documents, the Successful Bidder's submitted Bid Proposal, all documents, affidavits, or certifications as may be required in these specifications, and the executed Contract (also referred to as "Agreement").

4. INTERPRETATION OF DOCUMENTS; QUESTIONS; ADDENDA

Any requests for such interpretations, clarifications, or questions regarding the bid shall be made **in writing** via regular mail or email as follows:

To: Sarah Ocicki, Qualified Purchasing Agent
The Municipality of Princeton
400 Witherspoon Street
Princeton, New Jersey 08540
socicki@princetonnj.gov

By: **Friday, October 23, 2026, at 5:00 PM** prevailing time

Questions or requests for interpretation received after the above date and time will not be considered. Responses, interpretations, clarifications, or revisions, if necessary, shall be issued in the form of an addendum to the Bid Documents and will be delivered to all parties recorded as having received the Bid Documents as required by law. Oral and other interpretations or clarifications will be without legal effect.

Pursuant to N.J.S.A. 40A:11-23(c)(2), notice of revisions or addenda to advertisements or bid documents shall be provided no later than seven days, Saturdays, Sundays, or holidays excepted, prior to the date for acceptance of bids, to any person who has submitted a bid or who has received a bid package by certified facsimile transmission.

The successful bidder shall make no claim for additional payment or other concession because of any misinterpretation or misunderstanding of the Bid Documents on their part or because of any failure to fully acquaint themself with any condition or provision of the Bid Documents.

5. PRE-BID MEETING

A pre-bid meeting will be held on **Thursday, October 15, 2026, at 1:00 PM** prevailing time. Prospective bidders will meet in the parking lot of the Billie Johnson Mountain Lakes Nature Preserve/Community Park North Located at 30 Mountain Avenue in Princeton, New Jersey. While this meeting is not mandatory, all bidders are strongly encouraged to attend this meeting to familiarize themselves with the site.

6. SITE INVESTIGATION BY BIDDERS

Prospective bidders shall inspect the site of the work as well as the means of access to the site. Bidders shall make all necessary investigations in order to become thoroughly informed as to the character and the magnitude of all work involved in the complete execution of the contract, including facilities for delivery and handling of material, and conditions and difficulties that will be encountered in the performance of the work specified herein. Failure to inspect the site prior to bidding shall not absolve the bidder from any of the responsibility stated or implied in these specifications, and the submittal of a proposal by the bidder shall be interpreted to indicate an acceptance by the bidder of all conditions and requirements relating to the acceptance of the bid offered by the Municipality.

7. DOCUMENT CHECKLIST

A document checklist has been provided for bidders to ensure completeness of their bid submission.

8. BID PROPOSAL FORM

The bidder shall fill in all blank spaces in the Proposal Form, including alternate bids (if any), using ink or typewriter and sign same in ink. Erasures or other changes in the bid must be explained or noted over the signature of the bidder. Bids containing any conditions, omissions, unexplained erasures or alterations, obviously unbalanced unit prices, or any item not called for in the proposal, or irregularities of any kind, may be cause for rejection by the Municipality.

Conditional bids shall not be accepted.

The Proposal Form must be signed in the name of the bidder and executed (i) in the case of an individual or sole proprietor, by that individual or sole proprietor, and (ii) in the case of an entity, by a person with the express authority to submit the bid and bind the bidder. The bid must be accompanied by documentation expressly evidencing the authority of the person executing the bid to do so on behalf of the bidder. The Municipality reserves the right to request additional documentation to support the authority of the person executing the bid to do so on behalf of the bidder.

Bidder shall complete the Acknowledgement of Addenda section of the Bid Proposal Form.

9. PRICES; BASE BIDS

Prices shall include all materials, equipment, tools, labor, permits, licenses, and work necessary and incidental thereto, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the Municipality. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience. All expenses involved with the preparation and submission of proposals or any work in connection therewith shall be borne by the bidder.

Prices must be submitted in words and in numbers. In case of a variance or should there be an error, discrepancy or inconsistency between the unit prices and the extended prices, the unit prices as stated in the proposal shall prevail. In case there is a discrepancy between the prices written in numbers and the prices written in words, the prices written in words will govern. In the event there is an error of the summation of the extended totals, the computation by the Municipality of the extended totals shall govern. The Municipality reserves the right to waive any informality if deemed in the best interests of the Municipality.

Prices submitted on the Bid Proposal Form constitute the total cost to the Owner for all the work involved in the respective items and that the base bid amount also includes all insurance, bonds, transportation charges, use of all tools and equipment, supervision, bonus, overhead, all profits and all other work, services, conditions furnished in accordance with the requirements of the Bid Documents considered severally and collectively.

Pursuant to N.J.A.C. 5:30-11.3, if unit prices are sought in the original specifications and included in the Contract Documents, a change order may be used to change the number of units or items originally advertised and contracted for.

10. PREVAILING WAGE RATES

The provisions of N.J.S.A. 34:11-56.25 et seq. and N.J.A.C. 12:60-2A.1 et seq., Wages on Public Works, as determined by the New Jersey Department of Labor and Workforce Development, are applicable to this contract. All provisions of these statutes and amendments thereto shall be considered part of these Bid Documents and made a part thereof. By submitting a proposal, the Contractor does declare and represent to the Municipality that they are aware of and will comply with all provisions of said statute with relation to prevailing rates of wages for workers to be employed on this project.

Bidders are advised that the applicable rates will be those wages and fringe benefits in effect on the date the contract is awarded.

The Contractor is specifically directed to the following requirements as set forth by the statute:

A. All workers engaged by the Contractor or any Subcontractor in the performance of services directly under this public work contract shall be paid not less than the prevailing rate of wages as specified.

B. Each Contractor shall keep an accurate record showing the name, craft or trade, and actual hourly rate of wages paid to each workman employed by them in connection with said public work. Records shall be preserved for two years from the date of payment.

C. The Contractor shall post the prevailing wage rates for each craft and classification involved, as determined by the Commissioner of Labor and Workforce Development, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work, and at such place or places as are used by them to pay workers their wages.

D. In the event that it is found that any workers employed by the Contractor or any Subcontractor are paid less than the required wages rates, the Municipality may terminate the Contractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages, and to prosecute the work to completion or otherwise. The Contractor and their sureties shall be liable to the Municipality for any excess costs occasioned thereby.

E. Pursuant to N.J.A.C. 12:60-1 et seq., the Contractor shall submit to the Municipality a duly executed "Payroll Certification for Public Works Projects" within 10 days after each payroll period. No payments shall be released to the Contractor if any Certification is due but has not been submitted. The Contractor shall be solely responsible for obtaining Certifications from subcontractors.

Pursuant to New Jersey law, the prime contractor and all subcontractors are legally mandated to report and submit all certified payroll records online using the state's New Jersey Wage Hub (NJWH). Certified payrolls must be submitted into the portal within 10 days of each payroll date. Failure to register or submit compliant weekly payrolls through the New Jersey Wage Hub may result in stop-work orders, contract termination, or financial penalties.

Prior to the final payment of any retained percentage funds by the Municipality, the Contractor and any subcontractors shall file written statements with the Municipality certifying to the amounts then due and owing from them to any and all workers or wages due on account of said work. The statements shall set

forth the names of the persons whose wages are unpaid and the amount due to each. Statements shall be verified by an oath of the Contractor or Subcontractor, as the case may be.

11. QUANTITIES

Unless otherwise indicated, any quantities (including, for example, the number of linear feet of pipe or similar item) listed in the specifications or on the proposal form are approximate only and are for the purpose of canvassing for bids. The Municipality does not guarantee to purchase any definite quantities; however, it intends to purchase all of the Municipality's requirements for the specified items during the term of the contract. The quantities purchased by the Municipality are limited to the monies budgeted and appropriated for the same under New Jersey Statutes. Payment to the Contractor will be made only for the actual quantities of items furnished in accordance with the contract and it is understood that the estimate of quantities specified herein may be increased, diminished, or omitted without in any way invalidating the prices bid, except as provided in 3.7 of the General Conditions.

12. MANUFACTURED AND FARM PRODUCTS

Only manufactured and farm products of the United States, wherever available, shall be used in connection with this contract, pursuant to N.J.S.A. 40A:11-18.

13. BRAND NAMES

The name of any manufacturer, trade name, manufacturer number, vendor model number, or catalogue number mentioned in the specifications is for the purpose of designating a standard of quality and type and for no other. Even though a particular manufacturer's name or brand is mentioned, bids will be considered on other brands or on the product of other manufacturers which may be comparable and equivalent in quality, and suitable to the Municipality's needs. When the responding bid may differ from the requirements set forth in the specifications, the bidder shall indicate clearly the product on which they are bidding; shall describe each variation in detail, referring to the paragraph and specifications to which the variation will apply; and shall supply a sample or sufficient data to enable an intelligent comparison to be made with the particular brand or manufacturer mentioned in the specifications; The Municipality may require a demonstration of the item in question. Catalog cuts and descriptive data shall be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of the bid.

All materials, equipment, supplies and/or services delivered to or performed for the Municipality shall be subject to final inspection and/or testing by the Municipality or by other testing laboratories as the Municipality may designate. If the result of one or more such tests indicates that any part of the materials, supplies or services are deficient in any respect, the Municipality may reject all or any part of the materials, supplies or services to be provided under this contract.

14. EXCEPTIONS TO THE BID

Bidders may take exceptions to any of the terms of this bid unless the bid specifically states that certain items are required or where exceptions may not be taken. The use of the word "must" throughout this bid indicates where exceptions may not be taken. Should a Bidder take exceptions where none is permitted, the proposal is subject to being rejected as non-responsive. All exceptions taken must be specific, and the Bidder must indicate clearly what alternative is being offered to allow the Municipality a meaningful opportunity to evaluate proposals.

Where exceptions are permitted, the Municipality shall determine the acceptability of the proposed exceptions and the proposals will be evaluated based on the proposals as submitted. The Municipality, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the Municipality may insist that the Bidder furnishes the services or goods described herein.

15. AWARD

The Municipality intends to award a contract to the lowest responsive and responsible bidder whose bid complies with the specifications, provided that in the judgment of the Municipality it is reasonable and within the available funds of the Municipality. An award will be made, or bids will be rejected within 60 days after the opening of bids, unless extended as provided by law.

In accordance with N.J.S.A. 40A:13.2, the Municipality may reject all bids for any of the following reasons:

A. The lowest bid substantially exceeds the cost estimates for the goods or services;

B. The lowest bid substantially exceeds the contracting unit's appropriation for the goods or services;

C. The governing body of the contracting unit decides to abandon the project for provision or performance of the goods or services;

D. The contracting unit wants to substantially revise the specifications for the goods or services;

E. The purposes or provisions or both of P.L.1971, c.198 (C.40A:11-1 et seq.) are being violated;

F. The governing body of the contracting unit decides to use the State authorized contract pursuant to section 12 of P.L.1971, c.198 (C.40A:11-12).

The Municipality reserves the right to reject any and all bids, to award in whole or in part, and to waive immaterial defect or informality in any bid, where it is deemed to be in the interest of the Municipality to do so, to the extent permitted by law.

The successful bidder shall be notified by a Notice of Award sent by the Municipality. Within 10 days after receipt of said Notice, Sundays and holidays excepted, the successful bidder shall execute and deliver to the Municipality the Agreement, evidence of insurance and any other documents required in these Instructions. Failure to do so shall result in forfeiture of the security previously deposited with the bid. In addition, the Municipality may elect to recover from the successful bidder damages caused to it by such failure.

16. PRIOR FEDERAL OR STATE APPROVAL

If the award of this contract is subject to prior approval of any Federal or State agency as to any material condition thereof, and if such prior approval cannot reasonably be had within the time limited by the Local Public Contracts Law (N.J.S.A. 40A:11-24) for making of awards, this contract shall nevertheless be awarded within such time, but such awards shall be conditioned upon a later grant of such federal or state approval.

17. PAYMENT

Payment shall be made in accordance with the prices submitted in the Bid Proposal Form, Article III of the General Conditions and N.J.S.A. 2A:30A-1 et seq, the Prompt Payment Act.

No payment will be made for any responses received, or for any other effort required of or made by the Bidder prior to commencement of work as defined by a contract approved by the Municipality of Princeton.

No payment shall be made for any extra work or modified work performed without express written authority of the Municipality, pursuant to this section, section 3.7 of the General Conditions, and as provided by law under N.J.S.A. 40A:11-1 et seq.

18. WITHDRAWAL OF BIDS

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

A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, **in writing,** by certified or registered mail to:

Dawn M. Mount, Municipal Clerk
The Municipality of Princeton
400 Witherspoon Street
Princeton, NJ 08540

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 Municipal 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 and was of so great a consequence that:

A. the enforcement of the contract, if actually made, would be unconscionable;

B. the mistake relates to a material feature of the bid;

C. the mistake occurred notwithstanding the fact that the bidder exercised reasonable care in preparation of the bid; and

D. the bidder making the mistake is able to get relief by way of withdrawing the bid without serious prejudice to the contracting unit, except for the loss of the bargain to the contracting unit.

Such documents and relevant written information shall be reviewed and evaluated by the Municipality 's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.

19. LIST OF SUBCONTRACTORS

The Contractor shall submit a list of all subcontractors to whom the bidder will subcontract any of the work with their bid proposal. A form is provided as part of the bid documents. Contractor shall list the subcontractors for each category of subcontractor in accordance with N.J.S.A. 40A:11-16:

A. The plumbing and gas fitting and all kindred work;

B. Steam power plants, steam and hot water heating and ventilating and refrigeration apparatus and all kindred work;

C. Electrical work, including any electrical power plants, tele-data, fire alarm, or security system;

D. Structural steel and ornamental ironwork; and

E. General construction, which shall include all other work for the completion of the project.

The Contractor shall not be permitted to substitute for listed subcontractors without written acceptance of the Owner. The Owner in no way implies acceptance of any intended subcontractor by acceptance of bids and may reject subcontractors it deems unacceptable prior to or during execution of the contracted work.

The Contractor shall be as fully responsible to the Owner for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as they are for the acts and omissions of persons directly employed by it. Nothing contained herein shall create any contractual relationship between any subcontractor and the Owner.

20. INVESTIGATION OF BIDDERS

The Municipality reserves the right to make such investigations as it deems necessary to determine the ability of a bidder to perform the work, and a bidder shall furnish to the Municipality all such information and data for this purpose as the Municipality may request. The Municipality reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the Municipality that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. All bidders must be duly and legally incorporated, organized or otherwise established and be in good standing to do business in the State of New Jersey.

21. CERTIFICATION OF REGISTRATION WITH DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

Pursuant to N.J.S.A. 34:11-56.55 et seq., all bidders and their listed subcontractors must be registered with the Department of Labor and Workforce Development prior to bidding on public works projects. The registration must be current and in place with the Department of Labor at the time of the bid opening. No applications for registration will be accepted in place of the certificates of registration. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract unless the contractor or subcontractor is registered pursuant

to N.J.S.A. 34:11-56.55 et seq. **Bidder must submit certificates to the Municipality that they and their subcontractors are registered prior to contract award.**

22. BID BOND/BID SECURITY

A Bid Bond is required to be submitted with each bid. Failure to include bid security with each bid shall result in the rejection of the bid.

A form is provided as part of the bid documents. In accordance with N.J.S.A. 40A:11-21, bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of $20,000, payable unconditionally to the Owner. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the Owner. The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

The proposal guarantee of all bidders except the three apparent lowest responsive and responsible bidders, will be returned within 10 days after the opening of bids, Sundays and holidays excepted. The proposal guarantee of the remaining unsuccessful bidders, and of the successful bidder, will be returned within three days, Sundays and holidays excepted, after award of a contract and approval of the Contractor's performance bond.

For contracts with multi-year options, following the initial term the Performance Bond shall be resubmitted for each year of any renewal on the contract anniversary date based on that year's contract amount.

23. CONSENT OF SURETY

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the OWNER stating that it will provide said bidder with a Performance Bond in the full amount of the bid. Failure to include Consent of Surety with each bid shall result in the rejection of the bid.

A form is provided as part of the bid documents. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

24. OWNERSHIP DISCLOSURE STATEMENT

An Ownership Disclosure Statement is required to be submitted with each bid. Failure to include a completed Ownership Disclosure Statement with each bid shall result in the rejection of the bid. The mandatory form is provided as part of the bid documents.

25. FEDERAL NON-DEBARMENT CERTIFICATION

Pursuant to state law any natural person, company, firm, association, corporation, or other entity prohibited, or "debarred," from contracting with the federal government agencies, shall also be prohibited from contracting for public work in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity. Prior to the award of contract, bidder must provide written certification through the included form attesting to their non-debarment from contracting with federal government agencies.

26. REPORT OF SUSPENSION, DEBARMENT AND DISQUALIFICATION

The award of this contract and subcontracting hereunder will not be permitted to, materials will not be permitted from, and use of equipment will not be permitted that is owned and/or operated by firms and individuals included in the report of suspensions, debarments and disqualifications of firms and individuals as maintained by the Department of the Treasury, Division of Property Management & Construction (www.state.nj.us/treasury/debarred) (Telephone number 609-292-5347).

27. NON-COLLUSION AFFIDAVIT

A non-collusion affidavit is requested to be submitted with each bid. The form is provided as part of the bid documents.

28. PERFORMANCE BOND

The successful bidder shall, simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract. Failure to deliver this with the executed contract shall be cause for declaring the contract null and void**.**

29. LABOR AND MATERIAL (PAYMENT) BOND

The successful bidder shall, with the delivery of the performance bond, submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract. Failure to deliver this with the performance bond SHALL be cause for declaring the contract null and void.

30. MAINTENANCE BOND

The successful bidder shall upon acceptance of the work submit a maintenance bond in the amount of 100% guaranteeing against defective quality of work or materials for the period of two (2) years.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied and any maintenance bonds required have been executed and approved by the Owner. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey. N.J.S.A. 17:31-5.

31. CONSENT OF SURETY TO FINAL PAYMENT

This form is required for contract closeout. The form is included as part of the bid documents.

32. CONTRACTOR'S RELEASE AND AFFIDAVIT

This form is required for contract closeout. The form is included as part of the bid documents.

33. AFFIRMATIVE ACTION REQUIREMENTS

All bidders shall be required to comply with N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and N.J.A.C. 17:27-1.1 et seq., concerning affirmative action, and any amendment thereto, and shall also comply with the requirements contained in the "Affirmative Action/Employment Goal Compliance Requirements" set forth in Exhibit A to these Instructions. All bidders shall also be required to comply with the requirements of the Americans with Disabilities Act, 42 U.S.C. §12101 et seq. and with all applicable federal and state occupational safety and health legislation and regulations.

34. ANTIDISCRIMINATION PROVISIONS

As required by N.J.S.A. 10:2-1, for every contract for or on behalf of the Municipality for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies, or services, the contractor agrees as follows:

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

B. No contractor, subcontractor, nor any person on their behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of $50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract;

D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

35. NEW JERSEY BUSINESS REGISTRATION CERTIFICATE REQUIREMENTS

N.J.S.A. 52:32-44 requires all contractors seeking to enter into agreements with the Municipality to provide proof that they are registered with the N.J. Department of Treasury before entering into an agreement with the Municipality. All bidders shall comply with the following requirements of N.J.S.A. 52:32-44:

A. A bidder must be registered with the Department of Treasury at the time of bidding. The bidder must provide a copy of its business registration certificate issued by the Department of the Treasury or such other form or verification that the bidder is registered with the Department of the Treasury.

B. The successful bidder shall not enter into any contract with a subcontractor under this contract unless the subcontractor first provides proof of valid business registration to the successful bidder. If the successful bidder subcontracts any of the work, said bidder shall also:
   1. Forward copies of proof of its subcontractors' business registrations to the Municipality.
   2. Maintain and submit to the Municipality a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance.
   3. Submit a complete and accurate list of subcontractors before final payment is made for goods provided or services rendered.

36. SALES AND USE TAX

The Municipality is exempt from any local, state or federal sales, use or excise tax.

For the term of the contract, the successful bidder and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," N.J.S.A. 57:32B-1 et seq. on all their sales of tangible personal property delivered into this State.

In the event the successful bidder subcontracts any of its work, said bidder shall include within its subcontracts the requirement that, for the term of this contract, the subcontractor and its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," N.J.S.A. 57:32B-1 et seq. on all their sales of tangible personal property delivered into this State.

37. POLITICAL CONTRIBUTIONS

The successful bidder is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if the successful bidder receives contracts in excess of $50,0000 from public entities in a calendar year. It is the successful bidder's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or at www.elec.state.nj.us.

38. TRUTH IN CONTRACTING

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

A. N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.

B. N.J.S.A. 2C:27-11a. provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.

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

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

39. COMPLIANCE WITH LAWS, ORDINANCES, CODES, RULES, AND REGULATIONS

Bidders must be familiar and compliant with Federal, State and local laws, ordinances, codes, resolutions and implementing rules and regulations that may in any way affect the products or services offered. In the event of a conflict between this bid and these legal requirements, the legal requirements shall prevail.

40. AVAILABILITY OF SUFFICIENT FUNDS

In accordance with N.J.S.A. 40A:11-15, the continuation of the services herein described beyond the first year of the initial term shall be subject to the availability and appropriation annually of sufficient funds as may be required to meet the extended obligation.

41. UNIFORMED LAW ENFORCEMENT OFFICERS

If uniformed law enforcement officers are required for any portion of the work, The Municipality will provide for the direct payment of uniformed law enforcement officers and any additional costs directly associated with the provision of those officers.

42. PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of, their bids will be available for public inspection after opening of bids.

43. INDEMNITY

The Contractor shall hold harmless, indemnify and defend The Municipality and its consultants, officers, employees and agents from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses (including but not limited to attorney's fees) directly or indirectly arising out of, relating to, or in connection with the performance or non-performance of the work required by the Contract Documents, whether or not due or claimed to be due, in whole or in part, to the active, passive or concurrent negligence or fault of the Contractor or its officers, agents, servants or employees and/or any other person or persons and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent. This indemnification language shall not extend to claims, demands, etc. resulting from the sole negligence of Princeton and its consultants, officers, employees, and agents. The Contractor shall furnish evidence to The Municipality that with respect to performing the work in the Contract Documents, it carries said Contractual Liability Insurance in the amounts specified in subsection (b) above. The Contractor's indemnification obligations shall not be limited by the amounts of insurance required to be carried by the Contractor under this Contract.

44. INSURANCE

The successful bidder will be required to purchase and to maintain during the life of the contract liability insurance policies which name The Municipality as an additional insured and shall be required to provide evidence of insurance to The Municipality. Copies of the Insurance Policies required, with all appropriate endorsements, must be filed with The Municipality before any work is started by the Contractor.

THESE REQUIREMENTS ARE MANDATORY. A COPY OF THIS SECTION SHOULD BE SENT TO THE INSURANCE BROKER/AGENT OF THE CONTRACTOR.

The Contractor shall not commence any work until they obtain, at their own expense, all the required insurance. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from their operations under the Contract. The Municipality and its employees, officers, agents and consultants, and any other entity required by these Contract Documents, shall be named as an additional insured on all policies for both operations and completed operations (except for Worker's Compensation coverage), and shall be clearly shown as such in the Certificate(s) of Insurance required below. In addition, the Certificate(s) of Insurance shall evidence that all policies, except for Workers' Compensation, are primary and non-contributory. Policy limits specified below are minimum, and wherever the law requires higher limits, the higher limits will govern.

The Contractor shall purchase and maintain insurance with companies licensed to do business in the State of New Jersey, with a minimum rating of Bests' A+ and satisfactory to The Municipality, and as follows:

A. Worker's Compensation and Employers' Liability Insurance covering all of the Contractor's employees directly or indirectly engaged in the performance of this Contract. This insurance shall comply with the statutory requirements of the State and shall have an Employers' Liability Insurance limit of not less than $1,000,000 per accident or for disease and $1,000,000 per occurrence.

B. Commercial General Liability Insurance Including Completed Operations and Contractual Liability Insurance with a minimum $1,000,000 combined single limit of liability per occurrence, and a $3,000,000 annual aggregate. Liability Insurance shall include the broad form property damage endorsement, general liability broadening endorsement or equivalent. Coverage for explosion, collapse, and underground (XCU) hazards shall also be included. All liability coverage shall be on an occurrence basis. The policy will include the ISO Simplified Occurrence Form, the policy will contain no endorsements that would limit or eliminate the coverage provided by the ISO version and the policy will include the ISO Form CG –25-03-03-97.

C. Comprehensive Automobile Liability Insurance covering the Contractor for claims arising from all owned, hired and non-owned vehicles with limits of not less than a combined single limit of $1,000,000 for bodily injury and/or property damage per occurrence.

D. Umbrella/Excess Liability Insurance – The Contractor shall obtain an Excess or Umbrella Liability Policy (to respond in excess of the commercial general liability, employer's liability and commercial automobile liability policies) at the minimum limit of $5,000,000 combined single limits per occurrence.

E. Contractual Liability Insurance must be included in the Comprehensive General Liability Insurance described in subparagraph (b) above specifically insuring the Indemnification Clause specified hereinafter.

Certificates of Insurance evidencing the coverage required above must be filed with The Municipality before the Contract is signed. The General Liability Certificate must specifically state that Standard Contractual Liability Insurance is in force. The Municipality shall be given at least fifteen (15) days prior written notice of any intention not to renew any of the insurance required herein or of any intention to

cancel, alter or materially change such coverage, or any reduction in such insurance coverage. All certificates must provide for fifteen (15) days prior written notice to The Municipality of policy non-renewal, cancellation, alteration, material change or reduction in coverage.

The Certificate of Insurance shall also contain or have attached thereto the following:

A. Confirmation on the certificate or in an endorsement that the aggregate limits of the liability policy apply on a per project basis and are not reduced by paid claims on other projects.

B. An endorsement naming The Municipality and its employees, officers, agents and consultants, and any other entity required by these Contract Documents, as additional insureds on all policies for both operations and completed operations (except Worker's Compensation Coverage).

C. An endorsement that the Contractor's liability insurance includes coverage for utility companies if required in the Technical Specifications.

D. Any additional information which will assist The Municipality in confirming that all required insurance coverage is in place.

Insurance policies shall remain in force until all work has been completed and until all retained percentages and any maintenance bonds have been released.

Subcontractors shall be required by the Contractor to provide the same types of insurance with the same limits as described above. The Contractor shall not allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Approval of the insurance by The Municipality shall not relieve or decrease the liability of the Contractor hereunder. If requested by The Municipality, certificates and policies of insurance covering each subcontractor shall also be filed with The Municipality before any work is begun by a subcontractor.

Coverage for Utility Companies**.** The Contractor shall carry Liability Insurance to cover damages to existing underground and aboveground facilities of the Utility Companies servicing the area covered under this Contract and The Municipality. Specifically, this shall include all water and gas mains and service lines, wastewater collection line, treatment facilities, and appurtenances, electric and telephone conduits and poles and other fixtures laid across or along the site of the work. Said Liability Insurance shall cover the Contractor for damages to other Utility Companies' facilities not only for that incident when damages are done to said facilities, but also for damages that may occur at a later date due to the Contractor's failure to properly tamp under or properly support by other approved methods, pipe lines, conduits, and other facilities of other Utility Companies at locations where pipes or structures (under this contract) are installed either under, over, or in close proximity to the existing facilities of the other Utility Companies within a period of twelve (12) months from completion.

There shall be no deductibles as to any coverage applicable to The Municipality.

If, at any time, the Contractor's surety or sureties, or the carriers of the insurance required herein, become insolvent, or in the reasonable judgment of The Municipality, become unsafe or unsound, then upon five (5) days written notice from The Municipality to the Contractor, the Contractor shall substitute such surety or insurance carrier as shall be satisfactory to The Municipality. Any additional premium caused by such substitutions shall be paid for by the Contractor.

45. ABANDONMENT; DELAY; LIQUIDATED DAMAGES

If the work to be done under this contract shall be abandoned by the contractor or if at any time the Administrator shall certify in writing to the Princeton Council that the performance of the contract is unnecessarily or unreasonably delayed, or that the contractor is willfully violating any of the conditions of the specifications, or is executing the same in bad faith, or is performing unsatisfactorily, or not in accordance with the terms hereof, The Municipality may annul the contract or any part thereof by a written notice served upon the contractor, and The Municipality may thereupon have the power to contract for the completion of said work in the manner prescribed by law, and to charge the entire cost and expense thereof to the contractor. The cost and expense so charged shall be deducted from and paid by The Municipality out of such monies as may be due or become due to the contractor under and by virtue of the contract. In case such expense exceeds the amount which would have been paid if completed by the Contractor, Contractor shall pay the amount of such excess to The Municipality.

If the Contractor is delayed at any time in the progress of the work for any of the following reasons, then the Time of Completion may be extended for such reasonable time as the Owner may decide, but the Contractor shall have no right to, nor shall they make any claim whatsoever for damages, additional compensation or costs of any type by reason of the delay if caused by:

A. Lock-outs, strikes, fire, unavoidable casualties, war, natural disasters, acts of terrorism, civil or political disturbances; or

B. The negligence, tortious conduct, other wrongful acts or the default of other contractors, subcontractors, utility companies, or other companies or businesses, or their employees, agents or assigns, involved in the Project.

In the event that the delay is caused by the Owner's negligence, bad faith, active interference, or tortious conduct, then the Contractor may make a claim for their damages caused by said delay. The Owner will review and evaluate the merits of each claim submitted. The Owner will endeavor to work cooperatively with the Contractor to resolve these issues in a timely manner.

The proposal guarantee of the successful bidder shall be forfeited as liquidated damages if said bidder fails to execute the contract and furnish the required bonds (if any) in the form specified herein from a corporate surety authorized to do business in the State of New Jersey, listed in U.S. Department of Treasury Circular 570, within 10 days, Sundays and holidays excepted, after notification of the award of the contract to him.

The Contractor is advised that five hundred dollars per day ($500.00/day) liquidated damages shall be assessed for failure to meet the project completion deadline as indicated in these Specifications. Any unavoidable delays shall be reported to the Engineer to determine if an extension of time for completion of the contract may be granted. In addition to liquidated damages, the Contractor shall pay to or reimburse The Municipality for added inspection costs (including, but not limited to, inspection costs of the Municipal employees) caused by delay(s).

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TECHNICAL SPECIFICATIONS

DIV 01: GENERAL REQUIREMENTS

01.1 PROJECT DESCRIPTION:

a. CONSTRUCTION OF NEW EXTERIOR RAISED STAGE WITH RAMP.
b. ALL SITE WORK AS REQUIRED TO CONSTRUCT NEW STRUCTURES
c. CONTRACT DOCUMENTS CONSISTING OF:
   1. CONSTRUCTION DRAWINGS DATED SEPTEMBER 14, 2026:
      A01 COVER SHEET
      A101 PLAN
      A201 CONSTRUCTION SECTIONS & DETAILS
      A202 CONSTRUCTION DETAILS, FRAMING PLAN, & SPECIFICATIONS
      A301 EXISTING SITE PHOTOS & NEW PROJECT VIEWS
   2. SPECIFICATIONS DATED SEPTEMBER 14, 2026
   3. BID PRICE SHEET DATED SEPTEMBER 14, 2026
   4. ADDITIONAL DOCUMENTS AS MAY BE REQUIRED BY THE PRINCETON RECREATION DEPT.

01.2 GENERAL NOTES:

a. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE: LOCAL; STATE AND FEDERAL CODES AND REGULATIONS.
b. VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS BEFORE COMMENCING AND DURING WORK. DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT PRIOR TO CONTINUING THE WORK.
c. CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS, INSPECTIONS AND CERTIFICATES.
d. CONTRACTOR AND ALL SUBCONTRACTORS SHALL BE LICENSED IN THE STATE OF NEW JERSEY TO PERFORM THE WORK REQUIRED.
e. ADJACENT STRUCTURES AND AREAS NOT INVOLVED IN THE CONSTRUCTION SHALL BE PROTECTED FROM DAMAGE.
f. PROTECT EXISTING TREES AND LANDSCAPING FROM DAMAGE DURING CONSTRUCTION. SPECIMEN TREES SHALL HAVE PROTECTIVE FENCING INSTALLED AT A DISTANCE OF 10' FROM THE DRIPLINE. THERE SHALL BE NO CONSTRUCTION TRAFFIC OR MATERIAL STORAGE WITHIN THIS PROTECTED AREA.
g. VERIFY ALL GRADES AND LAYOUT BEFORE COMMENCING THE WORK. REPORT ANY DISCREPANCIES TO THE OWNER PRIOR TO PROCEEDING WITH THE WORK.
h. CONTRACTOR SHALL SUBMIT SAMPLES OF ALL FINISH MATERIALS FOR APPROVAL BY THE OWNER PRIOR TO PROCUREMENT.
i. CONTRACTOR SHALL SUBMIT PRODUCT DESCRIPTIONS FOR ALL CONSTRUCTION ACCESSORIES FOR REVIEW AND APPROVAL BY THE OWNER PRIOR TO PROCUREMENT.
j. WHERE PRACTICAL CONTRACTOR SHALL RECYCLE ALL CONSTRUCTION WASTE.
k. CONTRACTOR MAY RECOMMEND SUBSTITUTIONS. SUBSTITUTIONS SHALL BE SUBJECT TO APPROVAL BY THE OWNER.
l. ANY DISCREPENCIES OR INCONSISTANCIES IN THE DRAWINGS AND SPECIFICATIONS SHALL BE REVIEWED WITH THE OWNER PRIOR TO PROCEEDING WITH THAT PORTION OF THE WORK.
m. CONTRACTOR IN CONSULTATION WITH THE OWNER SHALL COORDINATE THE ROUTING AND INSTALLATION OF ALL ELECTRICAL WORK.
n. CONTRACTOR SHALL PROVIDE ALL REQUIRED TEMPORARY FACILITIES AND UTILITIES AS REQUIRED TO COMPLETE THE WORK INCLUDING BUT NOT LIMITED TO: ELECTRIC; PORTABLE TOILETS; & SITE FENCING.
o. CONTRACTOR SHALL PROTECT ALL EXISTING SITE STRUCTURES FROM DAMAGE AND ENVIRONMENTAL CONTAMINATION.
p. UPON COMPLETION THE SITE & EXTERIOR SHALL BE LEFT COMPLETELY FREE OF ANY CONSTRUCTION DEBRIS.
q. REFER TO ADDITIONAL NOTES ON PLANS FOR ADDITIONAL INFORMATION.

DIV 02: EXISTING CONDITIONS

02.1 EXISTING AMPHITHEATER & BRICK PAVED APRON SHALL REMAIN

DIV 03: CONCRETE

03.1 CIP CONCRETE:
- 3.1.1 ALL CONCRETE PIERS & GRADE BEAM SHALL BE 3500 PSI. MIN.

DIV 05: METALS

05.1 FABRICATED PIPE HANDRAILS
- 05.1.1 PROVIDE & INSTALL CUSTOM FABRICATED SINGLE LINE PIPE HANDRAILS
- 05.1.2 1 1/2" OD SCHD 40 STEEL PIPE TOP RAIL
- 05.1.3 1 1/2" OD SCHD 40 STEEL PIPE BALLUSTERS 3'-6" MAX SPACING WELDED TO BASE PLATES
- 05.1.4 STEEL BASE PLATES
- 05.1.5 HD GALVANIZED FINISH AFTER FABRICATION
- 05.1.6 ALL FASTENERS SHALL BE EITHER HD GALVANIZED OR STAINLESS STL.

DIV 06: WOOD, PLASTICS & COMPOSITES

06.1 FRAMING
- 06.1.1. ALL SOLID SAWN LUMBER SHALL BE #2 HEM-FIR OR BETTER.
- 06.1.2. ALL FRAMING SHALL BE ACQ OR EQ. TREATED.
- 06.1.3. ALL FRAMING CONNECTORS SHALL BE BY SIMPSON OR EQ.
  - 06.1.3.1 FRAMING CONNECTORS SHALL BE MIN. HD GALV FINISH OR SIMPSON ZMAX
  - 06.1.3.2 CLIP ANGLES SHALL BE SIMPSON ZMAX OR STAINLESS STL. A24 12 GA MIN OR EQ.
  - 06.1.2.3 CLIP ANGLES SHALL BE ANCHORED TO CONCRETE PIERS WITH SIMPSON TITEN HD HEAVY DUTY SCREW ANCHORS MECHANICALLY GALVANIZED 1/2" ∅x 4"L. (MODEL: THD50400HMG).
  - 06.1.11 ALL FASTENERS FOR ACQ TREATED WOOD SHALL BE HD GALV. OR ST. STL.

06.2 DECKING, RISERS & TRIM
- 06.2.1 COMPOSITE BOARDS TREX TRANSCEND LINEAGE OR EQ. COLOR TBS BY OWNER PROVIDE COLOR SAMPLES TO OWNER FOR SELECTION.
- 06.2.2 DECK & STEP FIELD: NOM. 1x6 GROOVED EDGE.
- 06.2.3 DECK & STEP EDGE BOARDS: NOM. 1x6 SQUARE EDGE/GROOVED EDGE
- 06.2.4 RISERS, FASCIAS & TRIM: NOM. 3/4 x8 OR 3/4x12 AS REQ'D SQUARE EDGE RIPPED TO REQUIRED WIDTH.
- 06.2.5 CONCEALED FASTENING SYSTEM "HIDEAWAY SYSTEM" BY TREX.
- 06.2.6 PROVIDE & INSTALL TREX PROTECT JOIST, BEAM & RIM TAPE ON ALL FRAMING TO RECEIVE DECKING.
- 06.2.7 ALL DECKING, STEPS, FASCIAS & TRIM SHALL BE INSTALLED IN STRICT ACCORDANCE WITH MANUFACTURERS REQUIREMENTS & RECOMMENDATIONS

DIV. 26: ELECTRICAL

26.1 AT OWNERS DISCRETION PROVIDE & INSTALL (4) WEATHERPROOF GFCI OUTDOOR RECEPTACLES
26.2 LOCATIONS SHALL BE DESIGNATED BY OWNER.
26.3 RECEPTACLES SHALL HAVE LOCKABLE DUTY USE COVERS.

26.4 PROVIDE & INSTALL UNDERGROUND WIRING FROM RECEPTACLES TO EXISTING ELECTRICAL PANEL.

DIV. 31 EARTHWORK

31.1 GENERAL REQUIREMENTS

- 31.1.1. EXCAVATION AS REQUIRED FOR NEW WORK
- 31.1.2. REMOVE ALL EXCESS FILL FROM SITE.
- 31.1.3. FINAL GRADING AFTER CONSTRUCTION

DIV. 32: EXTERIOR IMPROVEMENTS

32.1. PROVIDE & INSTALL MIN. 4" DEPTH CLEAN 3/8" MAX. STONE FILL UNDER DECK, STEPS & RAMP.

32.2 PROVIDE & INSTALL LANDSCAPE FABRIC UNDER STONE FILL.

32.2. CONTRACTOR SHALL PATCH OR REPLACE ANY SECTIONS OF PUBLIC SIDEWALK, CURBING & STREET PAVING DAMAGED OR REQUIRED TO BE ALTERED IN THE COURSE OF COMPLETING THE WORK. SHALL COMPLY WITH CITY REQUIREMENTS.

32.4. LAWNS: RE-GRADE AND RE-SEED ANY AREAS DISTURBED BY THE CONSTRUCTION UPON COMPLETION OF SITE WORK.

32.5 PROVIDE & INSTALL NEW ASPHALT PAVING CONNECTING NEW RAMP TO EXISITNG ASPHALT WALKWAY AS SHOWN ON THE PLANS.

- 32.5.1 EXCAVATE EXISTING TOPSOIL.
- 32.5.2 COMPACT SUBGRADE.
- 32.5.3 INSTALL 4" COMPACTED STONE FILL
- 32.5.4 INSTALL 3" THICK HOT MIX ASPHALT PAVING.
- 32.5.5 ROLL & COMPRESS ASPHALT TO 92% TO 96% OF ITS THEORETICAL MAXIMUM DENSITY.
- 32.5.6 ASPHALT SHALL MEET RAMP EDGE WITH NO MORE THAN 1/4" LIPPAGE.
- 32.5.7 EXTEND NEW ASPHALT TO EXISITNG WALKWAY WITH FLUSH TRANSITION.

GENERAL CONDITIONS

ARTICLE I – DEFINITIONS & ABBREVIATIONS

Wherever the words defined in this Article or pronouns used in their stead, occur in the Contract Documents, they shall have the meanings herein given.

As directed, as required, as permitted: Wherever in the Specifications or upon the drawings the words "as directed", "as required", "as permitted", or words of like import are used, it shall be understood that the direction, requirement or permission of the Engineer is intended and similarly, the words "approved", "acceptable", "satisfactory", or words of like import shall mean approved by or acceptable and satisfactory to the Municipality of Princeton, unless another meaning is plainly intended.

Change Orders: A Change Order is a written instrument prepared in accordance with New Jersey statutes and regulations and signed by the Municipality of Princeton and Contractor stating agreement upon all of the following:
(1) A change in the work; and
(2) The amount of the adjustment in the Contract Sum, if any; and
(3) The extent of the adjustment in the Contract Time, if any.

Claim: A claim is a demand or assertion by one of the parties seeking adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "claim" also includes other disputes and matters in question between the Municipality of Princeton and Contractor arising out of or relating to the Contract. All claims must be made by written notice. The responsibility to substantiate claims shall rest with the party making the claim.

Construction Change Directive: A Construction Change Directive is a written order prepared and signed by the Municipality of Princeton, directing a change in the work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Municipality of Princeton may by Construction Change Directive, without invalidating the Contract, order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

Contract: The Contract represents the entire and integrated agreement between the Owner and the Contractor for performance of work, as evidenced by the Contract Documents.

Contract Amount: The amount payable by the Owner to the Contractor for completion of the Work in accordance with the Contract Documents.

Contract Documents: Collectively, all of the covenants, terms, and stipulations, these General Conditions, General Specifications, Instructions to Bidders, Technical Specifications, and Supplementary Documents which constitute essential parts of the Contract as are listed in the Table of Contents and are hereby made a part hereof.

Contract Drawings, **Contract Plans**: Whenever the words "Plans" or "Drawings" are used in this contract, they shall be understood to be interchangeable and refer to the drawings showing the work to be accomplished under this contract.

Contract Sum: The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Municipality of Princeton to the Contractor for performance of the work under the Contract Documents.

Contract Time: The period of time, including authorized adjustments, allotted in the Contract Documents for completion of the work.

Contractor: The person or entity identified as such in the Agreement and referred to throughout the Contract as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

Day: "Day" shall mean a calendar day unless otherwise specifically defined.

Elevation: The figure given in the Contract and Specifications or upon the drawings after the word "elevation" or abbreviation of it shall mean the distance in feet above the datum adopted by the Engineer.

Engineer: Whenever the word "Engineer" is used, it shall be held to mean the Municipal Engineer or their authorized representative or agent. The Engineer shall be responsible to the Municipal Administrator.

Final Acceptance: The formal act of the Municipality of Princeton, by duly adopted resolution, accepting the work after final completion. Final acceptance shall not become effective until receipt and approval of the required Maintenance Bond, releases, waivers, and other documents required in the Contract Documents as a prerequisite to final acceptance. Final acceptance shall be processed in accordance with Section 3.11.

Final Completion: With reference to the Project, final completion shall mean the completed Project complying with all of the provisions of the Contract. The requirements for final completion include the certifications of the Final Progress Estimate by the Engineer and the Contractor, the acceptance and payment of this estimate by the Municipality of Princeton and the receipt of payment of this estimate by the Contractor. Final completion of the work shall be followed by final acceptance of the work by the Municipality of Princeton.

Final Payment: The payment made to the Contractor upon the acceptance by the Municipality of Princeton of the final progress estimate is the final payment for the work. Final payment shall be made pursuant to Section 3.11.

Owner, Municipality: Shall mean the Municipality of Princeton of Princeton, Mercer County, New Jersey.

Project: The Project is the total construction of which the work performed under the Contract may be the whole or a part and which may include construction by The Municipality or by separate contractors.

Specifications: Collectively, all of the Contract Documents consisting of written descriptions of a general or technical nature.

Standard Specifications: Whenever the term "Standard Specifications" or similar term is used in these contract documents, it shall be understood to refer to the 2001 New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, U.S. Customary English Units, including amendments, if any.

Subcontractor: A person or entity who has a direct contract with the Contractor to perform a portion of the work at the site. The term "subcontractor" is referred to throughout the Contract documents as if singular in number and means a subcontractor or an authorized representative of the subcontractor.

Sub-subcontractor: A person or entity who has a direct or indirect contract with a subcontractor to perform a portion of the work at the site. The term "sub-subcontractor" is referred to throughout the Contract documents as if singular in number and means a sub-subcontractor or an authorized representative of the sub-subcontractor.

Substantial Completion: "Substantial completion" is the stage in the progress of the work when the work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so The Municipality can occupy or utilize the work for its intended use. See Section 3.10.

Supervision: With reference to the Engineer, supervision shall mean inspection and direction limited to control of quality and quantity of the work as set forth in the Specifications.

Work: The construction and services required by the Contract, whether completed or partially completed, including all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The work may constitute the whole or a part of the Project.

Written Notice: All notices under this Contract must be in writing. The notices must be delivered personally, via fax, via overnight courier or mailed by certified mail, return receipt requested, to the other party at the address written in this Contract. All notices shall be effective as follows: if by facsimile, upon confirmation of transmission; if by registered or certified mail, within three days after the mailing thereof whether or not accepted; if by overnight courier, the following day; or if by personal delivery, upon receipt.

Abbreviations:
Where any of the following abbreviations are used in the Specifications, they shall have the meaning set forth opposite each.

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AGA	American Gas Association
AGC	Associated General Contractors of America
AI	Asphalt Institute
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association.
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigeration, & Air Conditioning Engineers
ASLA	American Society of Landscape Architects
ASTM	American Society for Testing and Materials
AWG	American (or Brown & Sharpe) Wire Gauge
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
EPA	Environmental Protection Agency
FEDERAL SPECIFICATION	Federal Specifications issued by the Federal Supply Service of the General Administration, Washington, DC
NBS	National Bureau of Standards
NEC	National Electric Code
NEMA	National Electric Manufacturers Association
NJDEP	New Jersey Department of Environmental Protection
NJDOT	New Jersey Department of Transportation
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
USS	United States Standard Gauge

ARTICLE II - NATURE AND EXTENT OF THE WORK AND ADMINISTRATION OF THE CONTRACT

2.1. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS.

All time limits stated in the Contract Documents are of the essence of the contract.

The Contract Documents shall be signed in duplicate by The Municipality and the Contractor. In case The Municipality and the Contractor fail to sign the General Conditions, Drawings or Specifications, the Engineer shall identify them.

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include all labor, materials, equipment and transportation necessary for the proper execution of the work. It is not intended, however, that materials or work not covered by or inferable from any heading, branch, class, or trade of the specifications shall be supplied unless distinctly so noted on the drawings. Materials or work described in words which so spelled have a well known technical or trade meaning shall be held to refer to such recognized standards.

2.2. DETAIL DRAWINGS AND INSTRUCTIONS

The Municipality shall furnish, with reasonable promptness, additional instruction, by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the Contract Documents, true development thereof and reasonably inferable therefrom.

2.3. COPIES OF DRAWINGS FURNISHED

Unless otherwise provided in the contract documents, the Municipality will furnish to the Contractor, free of charge, all copies of drawings and specifications reasonably necessary for the execution of the work.

2.4. OWNERSHIP OF DRAWINGS

All drawings, specifications and copies thereof furnished by the Municipality are their property. They are not to be used on other work and, with the exception of the signed contract set, are to be returned to them on request, at the completion of the work. All models are the property of The Municipality.

2.5. PROSECUTION OF THE WORK

The Contractor shall provide all labor, superintendence, materials, plant, water, light, power, transportation, tools and equipment necessary or desirable for properly performing and completing, within the time stipulated in the Contract, the work as described in the Contract and hereinafter more particularly specified. The Contractor shall furnish, erect, maintain and remove such temporary works as may be required. These requirements may include water supply for workers and for construction purposes. In brief, the Contractor shall furnish and do everything necessary to complete the work in accordance with the terms of this Contract and the requirements thereunder, including all general and detailed specifications hereinafter outlined.

2.6. PRECONSTRUCTION AND CONSTRUCTION MEETINGS

A. Schedule of Operations. Within ten (10) days after the execution of the Contract, the Contractor shall submit, for the approval of the Municipality, a schedule setting forth in detail the procedure they propose to follow in the execution of the work, and giving the dates on which they propose

to start and to complete the several operations and portions of the work, and upon approval, such schedule shall be made the basis of operations. If, at any time, in the opinion of the Municipality, the necessary progress is not being maintained, such changes shall be made in the plant and force, as the Municipality may approve or direct, but such action by the Municipality or the failure to so act shall not relieve the Contractor of any responsibility under this Contract.

B. Preconstruction Conference. After award of contract and before issuance of a notice to proceed, The Municipality, including the Engineer and Inspector, the Contractor and the Contractor's superintendent shall attend a preconstruction conference. The purpose of this conference will be to establish the administrative procedures that will be followed during the construction period. At the preconstruction conference or prior thereto, the Contractor shall submit to the Engineer for review an estimated progress schedule indicating the starting and completion dates of the various stages of the work. The Contractor shall also submit to the Engineer a roster of personnel or a certified letter stating that personnel have been properly trained in confined space work per the requirements set forth in 29, CFR 1926.21 and 353. Procedures for handling shop drawings and for processing monthly estimates for payment will be discussed. The Contractor shall also submit the name and address of a responsible individual who will be available on a 24-hour basis to handle all emergency problems in connection with the project. Representatives of the local police, fire, first aid and utility companies may be invited to attend the preconstruction conference. The Contractor shall submit to the Engineer such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Engineer or The Municipality may request concerning work performed or to be performed under this contract.

C. Neighborhood Meeting. Prior to, or at the beginning of construction, the Contractor shall attend a neighborhood meeting, if required by the Owner. The purpose of this meeting is to acquaint the property owners within the project area with the proposed construction, the project schedule and the Contractor. The meeting will be held at the time and place designated by the Engineer.

D. Project Meetings. The Engineer reserves the right to call a project meeting at any time in the Engineer's judgment it is required for the proper execution of the work. Bi-weekly project meetings will be scheduled during the execution of the work. The Contractor shall have a representative at each project meeting whether regularly scheduled or not. This representative shall be empowered by the Contractor to make definite and binding decisions regarding all matters pertaining to the work under the contract, and to make proper and definite reports as to any information normally required of the Contractor in the progress of the work.

Meetings will be held at the time and place designated by the Engineer. All decisions, instructions and interpretations given by the Engineer at these meetings shall be binding and conclusive on each Contractor. The proceedings of these meetings will be noted by the Engineer and each Contractor will be furnished a reasonable number of copies for their use and distribution to the various subcontractors, material men and vendors involved.

At the project meeting the Contractor shall inform the Engineer in advance concerning their plans for carrying on each part of the work. If at any time the Contractor's equipment or their methods of executing the work appear to the Engineer to be inadequate to insure the required safety, quality or rate of progress of the work, the Engineer may order the Contractor to increase or improve their facilities or methods and the Contractor shall promptly comply with such orders, but neither compliance with such order nor failure of the Engineer to issue such orders shall relieve the Contractor from their obligation to secure the degree of safety, the quality of work,

and the rate of progress required by the contract. The Contractor alone shall be responsible for the safety, equipment and methods. Review by the Engineer, or their representative, of any plan or method of work proposed by the Contractor shall not relieve the Contractor of any responsibility therefore, and such review shall not be considered as an assumption of any risk or liability by The Municipality, Engineer or their representative or any officer, agent or employee thereof. The Contractor shall have no claim on account of the failure or inefficiency of any plan or method so reviewed.

2.7. PATENT INFRINGEMENT

As part of their obligations hereunder and without any additional compensation, the Contractor shall pay for all patent fees or royalties required in respect to the work, or any part thereof, and will fully indemnify The Municipality for any loss on account of the infringement of any patent rights unless prior to this use in the work of a particular process or a product of a particular manufacturer, they notify The Municipality in writing that such process or product is an infringement of a patent.

2.8. WORK TO CONFORM

All work shall conform during its progress and on its completion and remain truly to the intent of the work indicated on the drawings or given by the Engineer and shall be built in a thoroughly substantial and workmanlike manner, in accordance with the drawings and specifications and directions given from time to time to them. In no case shall any work in excess of the plan requirements and Specifications be paid for unless ordered in writing by said Engineer.

All work done without instructions having been given therefore by the Engineer, or done without approved submittals, or done during the absence of the Engineer or their agent, will not be paid for except when such work is authorized by the Engineer in writing. Work done without authorization in writing may be ordered uncovered or taken down, removed and replaced by the Contractor's sole cost and expense.

2.9. DIMENSIONS OF EXISTING STRUCTURES

The Contractor shall verify in the field the dimensions and locations of existing structures where an error, or incomplete information, relative to the location or dimension of existing structures would affect the construction to be done under this Contract. The Contractor shall verify such dimensions and locations before continuing with the construction work to the point where it would be affected.

2.10. PROGRESS AND RECORDS

Before starting the work and from time to time during its progress, as the Engineer may request, the Contractor shall outline to the Engineer the methods they plan to use doing the work and the various steps they intend to take. The Contractor shall submit, at such times as may be required by the Engineer, schedules which shall show the order in which the Contractor proposes to carry on with and the dates at which the Contractor will start the several parts of the work and estimated dates of completion of the several parts.

2.11. NOTIFICATION OF UTILITY COMPANIES

The Contractor’s attention is directed to the provisions of N.J.S.A. 48:2-73 et seq. and (Underground Facility Protection Act). At least three full business days, but not more than ten business days, prior to performing any excavation work, the Contractor shall notify the One-Call Damage Prevention System (1-

800-272-1000) for the mark-out of the underground utilities within the project area. In the event the Contractor does not commence the excavation work within the ten business days after such notification the notification shall no longer be valid and new notification shall be required. Said notice for an excavation that is commenced within ten business days shall remain valid for 30 business days from the notification. At least three full business days, but not more than ten business days, prior to the expiration of the 30 business days the Contractor shall provide new notice. The Contractor shall provide to the Engineer, copies of each notice conformation. Each of the Contractor's subcontractors shall provide and maintain separate notice in accordance with this Act. All of the other provisions of this Act are incorporated herein by reference.

Attention of bidder is directed to the fact that the approximate locations of known utility structures and facilities that may be encountered within and adjacent to the limits of the work are shown on the plans. The accuracy and completeness of this information is not guaranteed by The Municipality and the bidder is advised to ascertain for themselves all the facts concerning the location of these utilities.

The corporations, companies, agencies or municipalities owning or controlling the utilities, and the name, address and telephone numbers are as listed below:

GAS:	Public Service Electric & Gas Co, T&D 665 Whitehead Road Trenton, NJ 08648	1-800-832-0076
ELECTRIC:	Public Service Electric & Gas Co. 4140 Quakerbridge Road Lawrenceville, NJ 08648	609 799 6500
WATER :	New Jersey American Water Company 120 Raider Boulevard Hillsborough, NJ 08844	908-654-1234
TELECOMMUNICATIONS:	Verizon 1490 Prospect Street Trenton, NJ 08638	1-800-579-9835
	Crown Castle 3200 Horizon Drive, Suite 150 King of Prussia, PA 19406	1-855-93-FIBER
	Comcast 100 Randolph Road Somerset, NJ 08873	908-281-3251
STORM DRAINS:	The Municipality of Princeton Department of Engineering 400 Witherspoon Street Princeton, NJ 08540	609 921 7077
SANITARY SEWERS:	The Municipality of Princeton The Operating Committee of Sewers 400 Witherspoon Street Princeton, NJ 08540	609 497 7639

The Contractor shall notify all utility companies which have services within the limits of work of the project of their construction schedule. The Engineer shall be furnished in writing of the time at which such notice was given and the name and position of the person contacted. Where existing services must be relocated it shall be the Contractor's responsibility to schedule their work with that of the utility company.

2.12. EXPLOSIVES

Blasting or the use of approved explosive devices of any amount is governed in New Jersey by N.J.A.C. 12:190 et. seq. and N.J.A.C. 5:70 et. seq. Approved permit(s) shall be obtained from the Municipality of Princeton Fire Official office prior to any use or transported for use at any site. The Contractor shall take every precaution to protect all portions of the work already constructed or being constructed and shall use appropriately sized charges and give ample notice so as not to endanger persons or property. Additional safeguards may be imposed as a condition of the Fire Safety permit depending upon conditions at the site and or area.

Blasting near any structure, water, sewer, drain, transmission line or other utilities shall comply with applicable Federal or State regulations governing such activity. All precautions shall be observed and complied with. Use of explosives (blasting) shall comply with OSHA-US regulations i.e. 29 CFR, 1910.109 for General Industry and 1926.900 for Construction Industry as well as Federal and State rules for use, storage transport and qualifications of operators.

Prior to blasting for rock excavation along any street, loose pavement and materials that may pose a flying debris hazard shall be removed or properly secured to prevent flying debris. Blasting mats or shields are to be used where applicable and required.

The Contractor, in addition to observing all of the requirements set forth (Federal and State) and all municipal ordinances and State laws relative to the transportation storage, handling and use of explosives, shall also conform to any further regulations which the Engineer may deem necessary. The Contractor shall be liable for all damages to persons or property caused by blast or explosion, provided under the articles of the contract.

Where blasting is not permitted, the rock shall be removed by such other methods as approved by the Engineer.

Explosives shall be stored in approved containers as listed in N.J.A.C 12:190 et. seq., N.J.A.C 5:70 et. seq, and applicable OSHA-US regulations as well BATF regulations. Storage methods and safeguards shall comply with above listed regulations. Proper means shall be used to avoid damage by blasting to public and private property. In addition to the required signage and warning signals additional flagmen or signage may be required and provided when necessary to warn any persons and passing traffic.

2.13. NOISE CONTROL

The Contractor shall control the noise generated by their construction operations. Noise caused by construction activities shall not exceed the levels permitted by applicable federal, state or local regulations.

The excavation, grading, paving, erection, demolition, alteration or repair of any premises, street, building or structure shall be permitted between the hours of 8:00 a.m. and 6:00 p.m. on non-holiday weekdays and Saturdays. No noise-producing work shall be permitted on Sundays or holidays.

All construction equipment powered by an internal combustion engine shall be equipped with a properly maintained muffler. Stationary equipment powered by an internal combustion engine shall not be operated within 150 feet of noise sensitive sites without temporary noise barriers placed between the equipment and the noise sensitive sites. Air compressors shall be operated in accordance with manufacturer's instructions for proper noise abatement. Air-powered equipment shall be fitted with pneumatic exhaust silencers.

Noise sensitive sites shall include residential buildings, motels, hotels, schools, churches, hospitals, nursing homes, libraries and public recreation areas. Temporary noise barriers shall be constructed of plywood or tongue and groove boards with a noise absorbent treatment on the interior surface (facing the equipment).

2.14. ENVIRONMENTAL PROTECTION

The Contractor shall minimize environmental impact due to their construction operations during all phases of their work. In addition to specific actions as may be described in the detailed plans and Specifications, the Contractor shall protect all trees and vegetation not designated to be removed; shall comply with all State and local regulations prohibiting or regarding open burning; shall refrain from dumping spoil material into any stream corridor, wetlands or surface waters; shall refrain from pumping silt-laden water from trenches and other excavations into storm sewers, streams, wetlands and surface waters; shall mulch or otherwise protect disturbed areas as required or necessary to prevent erosion, as well as consequent siltation of waterways; shall not dispose of waste materials, debris, trees and brush into any streams, wetlands or surface waters; shall not wash construction equipment in streams or surface waters; and shall not permanently alter the flow line of streams, unless specified in the plans and/or Specifications; shall comply with all applicable Federal, State and local regulations governing the control of air and water pollution and solid wastes.

The Municipality is especially concerned with preserving the natural resources, environment and ecology of the area within which the construction is to take place. The Municipality requires the Contractor to make special efforts to conserve the natural elements in the construction area.

It is intended to protect and save trees from removal wherever possible, particularly through rights-of-way, in parks, and on private property. Where methods of construction or minor relocation will avoid tree removal, such methods will be employed without additional compensation. Trees outside of the right-of-way shall in no case be disturbed, and approved boxing shall be provided as may be required to protect trees adjacent to the right-of-way lines. Any trees or plantings within the immediate construction area shall be protected to the dripline, or as otherwise directed, by use of snow fencing or approved measures, before construction begins.

All excavated and unsuitable material shall be disposed offsite only at approved landfills. If any other disposal means are proposed, the excavated material shall be conditioned to adjust the pH to prevent acidic conditions before removal of the excavated material from the site.

The Contractor shall perform all work, furnish all materials and install all measures required to reasonably control soil erosion resulting from construction operations and prevent excessive flow of sediment from the construction site. Such work may include the installation of water diversion structures, diversion ditches, sediment basins, seeding and mulching or sodding critical areas to provide temporary protection.

Also, bypass pumping may be used to control erosion and/or siltation provided that the pump and placement of discharge do not cause bank or bottom erosion. The periodic movement of the discharge hose is required to discourage erosion.

2.15. TREE PROTECTION

Unless specifically indicated on the Contract Drawings and/or in the Supplemental Specifications and/or at the direction of the Engineer to be removed or pruned, all trees, bushes, shrubs and other vegetation within and adjacent to the project area are to be fully protected to assure that no damage is done to any part of these items. Throughout the course of their work, the Contractor shall take all necessary precautions to assure that there is no damage to branches, foliage, trunks, bark, or roots of any trees.

Prior to commencement of the Contractor's work, the Municipality shall endeavor to prune any trees that overhang the project site and shall, in the opinion of the Engineer, endeavor to provide sufficient room for the Contractor to perform the work of this contract. If the Contractor is of the opinion that additional pruning is required, they shall notify the Engineer who will determine if pruning is appropriate or if branches are to be tied back to provide additional working space. If additional pruning becomes necessary, the pruning shall be performed, to the extent possible and as time allows, by the Municipality's Arborist, otherwise, the Contractor shall perform the pruning as directed by, and in the presence of, the Engineer. In no event shall the Contractor prune or otherwise remove branches, unless specifically directed to do so, and then only as and to the extent directed.

Prior to commencement of the Contractor's work, the Contractor shall install wooden picket snow fence at the drip line of all trees that are within the project area. Whenever the drip line of a tree extends into the area of work, the Contractor shall install the fencing at the minimum limit of disturbance or as directed by the Engineer. Whenever fencing is installed within the drip line area of trees precautions are to be taken when driving posts so as to minimize root damage.

The Contractor shall start and operate their equipment in such a manner so as to assure that exhaust gasses do not cause heat damage to the trees, bushes, shrubs, and other vegetation over and/or near their equipment.

In order to avoid mechanical damage or soil compaction damage to tree roots, the Contractor shall not store equipment and/or materials of any nature under the drip line of the trees. The Contractor may, if so directed, store equipment and/or materials on existing paved areas under the drip line of the trees. Wherever existing pavements are to be removed and replaced, the Contractor may continue to store equipment or materials in those areas that are to be repaved, except if feeder roots of trees are encountered at or near subgrade elevation. In the event feeder roots are encountered at or near subgrade elevation, the Contractor shall block off the area(s) in order to minimize construction traffic over the feeder roots until such time as the new pavement has been constructed.

When, in the course of constructing proposed curbing, the Contractor's work is in the vicinity of existing trees, they shall take all necessary precautions to avoid damage to tree roots. Where large roots are encountered, the Contractor shall notify the Engineer prior to removal of any tree roots. Where the Engineer determines that the proposed work cannot be installed without significant damage to the roots, they may direct the Contractor to install a tree plate; otherwise, the Engineer will direct the pruning of the roots.

When, in the course of constructing sidewalks, pavements or other surface features, the Contractor's work is under the drip line of existing trees, they shall take all necessary precautions to avoid damage to tree roots.

Where large roots are encountered, the Contractor shall notify the Engineer prior to removal of any tree roots. Where the Engineer determines that the work cannot proceed without removing the roots, they will direct the necessary root pruning.

Under proposed paved areas, including roadways, sidewalks, curbs, drive aprons and driveways, topsoil will be stripped completely. Complete topsoil stripping is defined as removal of all topsoil regardless of depth. All roots larger than one (1) inch in diameter shall be cut with a saw and treated with an approved growth controlled compound.

If so directed, the Contractor shall prune roots to give a clean, sharp surface amenable to healing. Upon receiving direction to do so, the Contractor shall immediately remove damaged bark from roots and no paint shall be applied. The Contractor shall cover all exposed roots with topsoil immediately after the work that exposed the roots is complete. In order to prevent permanent tree injury, the Contractor shall irrigate those roots that are exposed during hot weather.

In the event the nature of the work requires the Contractor to operate equipment in close proximity to the trunks or major branches of trees, the Engineer may direct the Contractor to install a protective wrapping around the trunk or branches to minimize damage in the event the construction equipment accidentally comes in contact with the tree. This wrapping shall consist of multiple layers of burlap and wooden snow fencing. The wrapping shall be tied to the tree in such a manner as to preclude damaging the bark. In no event shall nails or other mechanical fasteners be used to fasten anything to the trees.

In the event minor damage occurs to trees, bushes, shrubs, or other vegetation despite the Contractor's best efforts to protect same, they shall immediately bring the damage to the Engineer's attention. The Engineer will attempt to determine the cause of the damage and shall direct the Contractor to modify their operations and/or install additional tree, bush, shrub or other vegetation protection, if appropriate.

If minor tree damage is prevalent throughout the site or if major damage occurs to any single tree, bush, shrub or other vegetation, the Contractor shall be assessed for the value of the damage which shall be deducted from any payments due him. Any such damage to trees shall be assessed by using the Trunk Valuation Formula as promulgated by the American Society of Consulting Arborists. Any such damage to other vegetation shall be assessed on a per item basis by the Municipal Arborist.

The Contractor's disregard for the need to protect trees, bushes, shrubs and other vegetation or failure to follow the Engineer's directions to provide adequate protection measures shall be cause to terminate the employment of the Contractor.

2.16. <u>SUBSURFACE CONDITION INVESTIGATION</u>

It is the obligation of the bidder to make their own investigations of subsurface conditions prior to submitting their proposal. It is understood and agreed that the Contractor has, by careful examination, satisfied themselves as to the nature and location of the work, the conformation of the ground, the character, quantity and quality of the materials to be encountered, the character of equipment and facilities needed preliminarily and during the prosecution of the work, the general and local conditions and all other matters which can in any way affect the work under this contract. Each bidder must rely solely on their own interpretation of such data and make such subsurface investigations as they may deem necessary. Intending bidders should feel free to make any additional investigations deemed necessary. However, prior to any determination of this nature, the bidder shall obtain the permission of The Municipality, inform themselves of the location of the underground utilities and structures, shall be

responsible for any damage incurred by any act of the intended bidder, and shall repair any damage resulting from their operations. The Contractor shall be held responsible for any and all disruption of utilities or services.

2.17. OTHER CONTRACTS

The Municipality may let other Contracts related to the work of the Contractor. Wherever work is being done by The Municipality's forces or by other contractors contiguous to work covered by this contract, the respective rights of the various interests involved shall be established by the Engineer, to secure the completion of the various portions of the work in general harmony. The Contractor shall cooperate with other contractors with regard to storage of materials and execution of the work. It shall be the Contractor's responsibility to inspect all work by other contractors affecting their work and to report to The Municipality any irregularities which will not permit them to complete their work in a satisfactory manner. Their failure to notify The Municipality of such irregularities shall indicate the work of other contractors has been satisfactorily completed to receive their work. The Contractor shall not be responsible for defects about which they could not have known, which develop in the work of others after work is completed. Where work under this Contract is to be connected to work under other contracts, it shall be the responsibility of the Contractor to measure the completed work in place and immediately report to The Municipality any differences between completed work by others and the provisions of the Contract Documents.

2.18. SANITARY REGULATIONS

Sanitary conveniences, properly screened from public observation, for the use of all persons employed on the work and beginning with the first employees engaged in preliminary operations, shall be provided and maintained by the Contractor in sufficient numbers, in such a manner, and at such locations as shall be approved. Sanitary facilities shall be completely self-contained, chemically treated, regularly services, and shall meet the requirements of any health authorities having jurisdiction.

The Contractor shall rigorously prohibit the committing of nuisances about the works or upon adjacent property.

2.19. DELIVERY AND STORAGE OF MATERIALS AND EQUIPMENT

The Contractor shall deliver equipment and materials to the site and store them in their original containers suitably sheltered from the elements, but readily accessible for inspection, until installed. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

All items shall be identified and tagged as to each section of the Specifications and payment item. Equipment and material not properly stored and protected, as approved by the Engineer and Manufacturer, will not be paid for as material included in progress estimates. Equipment and material not present on the job site shall not be included for payment in progress estimates under any circumstances. The Contractor shall protect equipment against mechanical injury and theft. At the completion of the work, the improvements shall be cleaned and turned over to The Municipality in satisfactory condition. Damage or defects developing before acceptance of the work shall be made good at the Contractor's expense.

All excavated materials, construction equipment and materials to be incorporated in the new work, shall be so placed as not to injure the work, and so placed that free access may be had at any time to all parts

of the work and to all public utility installations and compacted and conveniently stored so as to inconvenience as little as possible public travel and adjoining tenants.

It is understood that the responsibility for protection and safekeeping of materials and equipment on or near the site will be entirely that of the Contractor and that no claim shall be made against The Municipality by reason of any act of the Contractor, their employees or subcontractors, or of any trespasser. In accordance with the provisions regarding insurance in the General Specifications, the Contractor shall provide adequate insurance coverage to meet the requirements of this Section.

Should the occasion arise necessitating access to a site where material and equipment are stored, the Contractor owning such material and equipment shall move same at no cost to The Municipality except if the original site had been accepted by The Municipality.

The Contractor shall be responsible for the maintenance of all equipment and items installed, until final acceptance by the Engineer and The Municipality and the Contractor shall take such measures to ensure adequate protection of all equipment and materials during delivery, storage, installation and shut-down conditions.

Materials which are to become the property of The Municipality shall be so stored as to facilitate prompt inspection and ensure preservation of their quality and fitness for use in the construction, including proper protection against damage by freezing and wet weather. All such material shall be stored under cover on wooden platforms or other hard, clean surfaces, above ground, as may be required.

2.20. OCCUPYING PRIVATE LAND

The Municipality shall provide the lands upon which the work under this contract is to be done, except that the Contractor shall provide land required for the erection of temporary construction facilities and storage of their material, together with the right of access to same. The Contractor shall not (except after consent from proper parties) enter or occupy with men, tools, materials, or equipment any land outside any easement of The Municipality.

2.21. SAFETY

In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property affected directly or indirectly by their operations during the performance of the work. This requirement will apply continuously 24 hours per day until acceptance of the work by The Municipality and shall not be limited to normal working hours. The Contractor shall perform the work under this contract in strict accordance with the requirements of the New Jersey Construction Safety Act (N.J.S.A. 34:5-168 et seq.) established by P.L. 1962, Chapter 45, and any amendments thereto, and any and all other safety requirements imposed under Federal and State statutes and regulations.

The duty of the Engineer to conduct construction review of the Contract's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on or near the construction site.

2.22. PRECAUTIONS DURING ADVERSE WEATHER

During adverse weather, as determined by The Municipality, the Contractor shall take all necessary precautions so that the work may be properly done and satisfactory in all respects. When required,

protection shall be provided by use of tarpaulin, wood and building paper shelters, or other approved means.

The Engineer may suspend construction operations at any time, when, in their judgment, the conditions are unsuitable, or the proper precautions are not being taken, whatever the weather may be, in any season but such action by the Engineer or the failure to so act shall not relieve the Contractor of any responsibility under this Contract.

2.23. OPEN EXCAVATION, SAFETY BARRICADES, WATCHMEN

The Contractor shall perform the work under this contract in strict accordance with the requirements of the New Jersey Construction Safety Act (N.J.S.A. 34:5-168 et seq.) established by P.L. 1962, Chapter 45, and any amendments thereto, and any and all other safety requirements imposed under Federal and State statutes and regulations.

The attention of the Contractor is specifically directed to the excavating requirements in connection with the protection of all excavations and the safety of all persons. If, due to the character of the work, excavations for pipe and structures will, in places, be wide and deep, the Contractor shall be required to keep all excavations protected at all times. They shall use suitable and adequate barricades around all openings and shall provide lights at night; warning signs shall be located where required, including "soft trench" signs.

Barricades shall be adequately braced. The use of intermittent plank barriers carried on "horses" will not be permitted in locations which are hazardous. Backfilling to the surface will be required as soon as practicable.

If required by The Municipality, the Contractor shall provide personnel for the sole purpose of insuring the safety of persons other than their own employees, by directing traffic, issuing warnings, resetting barricades, etc. If deemed necessary by The Municipality, the Contractor shall be required to have a watchman present at all times in particularly hazardous locations.

2.24. CLEANUP

During the course of construction, all efforts shall be made to maintain a neat and orderly project. Cleanup shall be pursued on a daily basis and in conjunction with the construction. The Contractor shall be responsible for cleanup during the life of their Contract. Upon completion of all construction, final cleanup shall include removal of all excess material, equipment backfill, etc., and the site shall be restored to a condition equal to or better than that existing prior to construction. Should the Contractor fail to remove such material, equipment and supplies, The Municipality shall have the right to remove them at the expense of the Contractor.

At the completion of construction, the Contractor shall tear down and remove all temporary structures unless expressly directed otherwise, and shall remove remaining rubbish of all kinds from all Contract structures and from the site occupied during the progress of the work. The Contractor shall remove all concrete and ballast droppings and shall leave the site and the adjacent property which may have been affected by their operation in a neat and satisfactory condition. All structures and parts thereof constructed by the Contractor shall be thoroughly cleaned and left in first-class condition to the satisfaction of the Engineer.

Following the completion of any channels and other drainage facilities and prior to final progress estimate, all silt and other foreign materials that may have deposited in channels, structures and pipelines during the construction period shall be removed.

There shall be no separate payment for this work and all costs associated therewith shall be included in various bid prices of all items in the Proposal.

2.25. INSUFFICIENCY OF SAFETY PRECAUTIONS

If, at any time, in the opinion of the Engineer, the work is not properly lighted, barricaded, and in all respects safe, in respect to persons on or about the work, or public or private property, the Engineer shall have the right to order such safeguards to be erected and such precautions to be taken as they deem advisable and the Contractor shall promptly comply with such orders. If, under such circumstances, the Contractor does not or cannot immediately put the same into proper and approved condition or if the Contractor or their representative is not upon the ground so that they can be immediately notified of this insufficiency of safety precautions, the Engineer may put the work into such a condition that it shall be, in their opinion, in all respects safe, and the Contractor shall pay all expenses of such labor and materials as may have been used for this purpose by them or by the Engineer. Such action of the Engineer, or their failure to take such action, shall in no way relieve the Contractor of the entire responsibility for any cost, loss or damage by any party sustained on account of the insufficiency of the safety precautions taken by them or by the Engineer acting under authority of this section.

2.26. EMERGENCY SERVICES TO CORRECT HAZARDOUS CONDITIONS

In the event that the Contractor fails to maintain safe job conditions, The Municipality, after failure of the Contractor to commence substantial steps at the job site to rectify the situation with two (2) hours of the time the Contractor has been notified pursuant to the preceding Section of the unsafe conditions, may hire guards, take such precautions, make such repairs and take any other steps which The Municipality or The Municipality's agent, in its discretion, considers necessary to protect the property, persons or The Municipality. The cost of any of these precautions, guards or steps shall be deducted from the payments due to the Contractor and the Contractor will be billed for these services, work and material.

2.27. WORKING HOURS

For the purposes of this contract, the Municipal Holidays to be observed in 2026 are as follows:

New Year's Day	Thursday, January 1, 2026
M.L. King, Jr. Day	Monday, January 19, 2026
Presidents Day	Monday, February 16, 2026
Good Friday	Friday, April 3, 2026
Memorial Day	Monday, May 25, 2026
Juneteenth	Friday, June 19, 2026
Independence Day (observed)	Friday, July 3, 2026
Labor Day	Monday, September 7, 2026
Veteran's Day	Wednesday, November 11, 2026
Thanksgiving Day	Thursday, November 26, 2026
Day after Thanksgiving Day	Friday, November 27, 2026
Christmas Eve	Thursday, December 24, 2026
Christmas Day	Friday, December 25, 2026
New Year's Eve	Thursday, December 31, 2026

A similar list of Holiday Observance Days, with appropriate changes in the day of the week and/or date, will be in effect for subsequent contract years. It shall be presumed that that the holidays observed in 2026 are the same holidays observed in subsequent years.

No work shall be performed on Saturdays, Sundays, holidays or between the hours of 6:00 p.m. and 8:00 a.m., except (1) usual protective work, such as pumping and the tending of lights; (2) work done in case of emergency threatening injury to persons or property; or (3) if all the conditions set forth in the next paragraph are met.

No work other than included in (1) and (2) above shall be done after 6:00 p.m. or prior to 8:00 a.m. except when (a) in the opinion of the Engineer, the work will be of advantage to The Municipality and can be performed satisfactorily within the extended hours; and (b) if applicable, the work shall be done by a work force organized and equipped for regular and continuous night work; and (c) the Engineer has given written permission for such extended work hours.

2.28. STANDARD SPECIFICATIONS

All standard specifications referred to herein, such as ANSI, ASTM, AWWA and the like shall be the latest revision thereof, at the time of bidding.

2.29. MAINTENANCE OF EXISTING FACILITIES OF THE MUNICIPALITY

The Contractor shall at all times cooperate with the staff of The Municipality in maintaining existing facilities of The Municipality.

2.30. WORK SHALL BE IN ACCORD WITH CONTRACT DRAWINGS AND SPECIFICATIONS

The intent of the Contract Drawings and Specifications is that the Contractor shall furnish all labor, materials, equipment and transportation necessary for the proper execution of the work unless specifically noted otherwise. Therefore it is specifically agreed and understood by the Contractor that anything, be it labor, material or equipment, which is not described in the specifications or specifically shown on the drawings but is necessary for the project according to the true intent of the specification and as interpreted by the Municipal Engineer, shall be furnished by the Contractor as part of this contract, at no extra charge, as though it was specifically detailed and described. The Contractor shall do all the work outlined in the Contract Documents and all incidental work necessary to complete the Project in a substantial and acceptable manner, and fully complete the work or improvement, ready for use, occupancy and operation by The Municipality.

A. Discrepancies: Any discrepancies found between Specifications and site conditions or any inconsistencies or ambiguities in the Contract Drawings or Specifications shall be immediately reported in writing to the Engineer, who shall promptly correct such inconsistencies or ambiguities in writing. Any work done by the Contractor after their discovery of such discrepancies, inconsistencies or ambiguities which are not so corrected shall be done at the Contractor's risk.

B. Adequacy: The complete requirements of the work to be performed under the Contract shall be set forth in Specifications to be supplied by The Municipality through the Engineer. The Contract Drawings and Specifications shall be considered inseparable documents and in considering them the Contractor shall rely upon both instruments to perform the work in accordance with their combined intent.

C. Conformance: The work during its progress and upon its completion must conform with Specifications, and to the lines and grades and other directions of the Engineer as to the quality of the work specified as given from time to time during the progress of the work under the terms of this Contract. In no case shall any work in excess of the requirements of the Contract Drawings be paid for unless authorized in writing by the Engineer or their agents or project representative especially authorized to do so and approved by The Municipality.

2.31. ALTERATIONS AND MODIFICATIONS

The Engineer may make alterations in the dimensions of the work or any part thereof, either before or after the commencement of the construction. If such alterations diminish the amount of work to be done, they shall not warrant any claim for damages or for anticipated profits on the work which may have been dispensed with; if such alterations increase the amount of work, such increase shall be paid for according to the quantities actually done at the prices stipulated for such work under this Contract, except that if no such prices are so stipulated, the increase shall be paid for in accordance with Section 3.7.

2.32. VARIATIONS BETWEEN PROPOSAL AND ACTUAL QUANTITIES

The quantities of the various items of work to be done and materials to be furnished under this Contract, which have been estimated as shown in the schedule of prices attached hereto, are approximate only and for the purpose of comparing, on a uniform basis, the bids offered for the work under this Contract; and The Municipality is not to be held responsible that any of the said estimated quantities shall be found only approximately correct in the construction of the work, and the Contractor shall make no claim for anticipated profits, or for loss of profit, because of a difference between the estimated quantities of the various items of work stated in the Proposal, and the quantities actually performed or materials actually delivered.

2.33. CONTRACTOR'S REPRESENTATIVES, EMPLOYEES AND OFFICE

The Contractor shall give their personal attention constantly to the faithful prosecution of the work, and shall, either in person or by a fully-authorized representative (superintendent), be present on the site of the work continually during its progress. The Contractor shall keep on their work during its progress a competent English-speaking superintendent and any necessary assistants, all satisfactory to the Engineer. The Contractor's superintendent and the superintendents of all subcontractors shall have the ability to communicate fluently and efficiently with all workers under their supervision, whether or not the primary language of those workers is English. The superintendent shall have authority to receive and to act without delay upon all instructions of The Municipality or their agents in the prosecution of the work, in conformity with this Contract. The superintendent shall represent the Contractor in their absence and all directions given to them shall be as binding as if given to the Contractor. The superintendent shall not be changed except with the consent of the Engineer unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in their employ. Important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each use. The Contractor shall give efficient supervision to the work, using their best skill and attention.

The Contractor shall at all times be responsible for the conduct and discipline of their employees and/or any subcontractor or persons employed by subcontractors. Only competent and skilled persons and subcontractors shall be employed on the work, and whenever The Municipality shall notify the Contractor, in writing, that any person or subcontractor on the work is, in its opinion, incompetent, unfaithful or

disorderly or in any other way unsatisfactory, such person or subcontractor shall be immediately discharged from the work and not again employed on it, except with the consent of The Municipality.

The Contractor shall not employ or hire any employees of The Municipality without The Municipality's prior written consent.

If required by the Owner, the Contractor shall maintain an office at the site of the work, where copies of the Contract and of all working Drawings shall be kept available for use at any time. The Contractor shall keep one copy of all drawings and specifications on the work, in good order, available to the Engineer and to their representatives at the construction site.

2.34. EMERGENCY TELEPHONE

The Contractor shall at all times after regular working hours, including weekends and holidays, maintain a telephone where they or their representative can be reached on an emergency basis. The Contractor or their representative shall be prepared to act to correct any conditions on the site deemed to constitute an emergency by either The Municipality, their agent, the Engineer or competent local authority, but shall not wait for instruction before proceeding to properly protect both life and property. If a condition on the site requires attention after working hours, either The Municipality, agent, Engineer or local authority shall call the Contractor or their representative at the emergency telephone number, identify themselves and describe the emergency conditions. The Contractor is expected to dispatch men and equipment to adequately institute corrective measures within two (2) hours. If, for some reason, the Contractor or their agent cannot be reached at the emergency number after a reasonable time (½ hour), The Municipality shall have the right to immediately initiate corrective measures in accordance with the Section which follows, "Emergency Services to Correct Hazardous Conditions," and the Contractor shall have been considered to waive any right to perform emergency service.

2.35. RIGHTS AND RESPONSIBILITY OF CONTRACTOR

All work shall be done in strict accordance with the Contract Documents. Observations, construction reviews, tests, recommendations or approvals by the Engineer or persons other than the Contractor, shall in no way relieve the Contractor of their obligation to complete all work in accordance with the Contract Documents. All work shall be done under the direct supervision of the Contractor. The Contractor shall be responsible for construction means, methods, techniques, and procedures, and for providing a safe place for the performance of the work by the Contractor, subcontractors, suppliers, and their employees, and for access, use, work or occupancy by all authorized persons.

A qualified superintendent, who is acceptable to The Municipality, shall be maintained on the work and give efficient supervision to the work until its completion. The superintendent shall have full authority to act on behalf of the Contractor, and all instructions given to the superintendent shall be considered as given to the Contractor. It shall be the responsibility of this Contractor's superintendent to coordinate the work of all the subcontractors. The superintendent shall be present on the site at all times to perform adequate supervision and coordination.

From the commencement of work, the Contractor shall be solely responsible for the care of the work during its progress, for materials delivered and intended to be used in the work, and for protection to existing structures, trees or shrubs on or adjacent to the site of the work. Any injury or damage to the same shall be made good at the Contractor's expense.

The Contractor shall be responsible for the preservation of all public property, trees, monuments, structures, and improvements, along and adjacent to the street and/or right-of-way, and shall use every precaution necessary to prevent damage or injury thereto. They shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed. The Contractor shall continuously maintain adequate protection of all their work from damage and shall protect The Municipality's property from injury or loss arising in connection with this contract. They shall make good any such damage, injury or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of The Municipality.

They shall adequately protect adjacent property as provided by law and the contract documents. They shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority or local conditions.

If the Contractor in the course of the work finds any discrepancy between the drawings and the physical conditions of the locality or any errors or omissions in drawings or in the layout as given by points and instructions, it shall be their duty to immediately inform the Engineer in writing, and the Engineer shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

The Contractor shall be responsible for inspection of portions of the work already performed under this Contract to determine that such portions are in proper condition to receive subsequent work.

The Contractor shall be responsible for any loss or damage to their tools or equipment, and at their option, carry such insurance covering said loss or damage as they deem necessary.

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act at their discretion to prevent such threatened loss or injury, and they shall so act, without appeal, if so instructed or authorized. Any compensation claimed by the Contractor on account of emergency work shall be determined by agreement.

Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor. Permits, licenses, and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by The Municipality unless otherwise specified.

2.36. <u>THE MUNICIPALITY'S RIGHT TO DO WORK</u>

If the Contractor neglects to prosecute the work properly or fail to perform any provision of this contract, The Municipality, after three days written notice to the Contractor may without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then and thereafter due the Contractor.

2.37. <u>THE MUNICIPALITY'S RIGHT TO SUSPEND WORK</u>

The Municipality may at any time suspend the work or any part thereof by giving seven days' notice to the Contractor in writing. The work shall be resumed by the Contractor within ten days (10) after the date fixed in the written notice from The Municipality to the Contractor to do so.

But if the work or any part thereof shall be stopped by notice in writing aforesaid, and if The Municipality does not give notice in writing to the Contractor to resume work at a date within twenty days of the time fixed on the written notice to suspend, then the Contractor may abandon that portion of the work so suspended and they shall be entitled to the estimates and payments for all work done on the portions so abandoned, if any.

In addition, the following shall apply to any suspension of work:

A. The Municipality 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.

B. If the performance of all or any portion of the work of the contract is suspended by The Municipality for more than 10 calendar days due to no fault of the Contractor or as a consequence of an occurrence beyond The Municipality'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 Municipality, 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 Municipality. Whenever a work suspension exceeds 60 days, upon seven days' written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.

C. Upon receipt of the Contractor's suspension of work notice in accordance with subsection (a) of this section, The Municipality shall promptly evaluate the Contractor's notice and promptly advise the Contractor of its determination on how to proceed in writing.

D. Determination.
   1. If The Municipality determines that the Contractor is entitled to additional compensation or time, The Municipality shall make a fair and equitable upward adjustment to the contract price and contract completion date.
   2. If The Municipality 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 Municipality for additional compensation or time attributable to the suspension.

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

2.38. <u>CONTRACTOR'S RIGHT TO SUSPEND WORK OR TERMINATE AGREEMENT</u>

In accordance with N.J.S.A. 2A:30A-2, the Contractor may suspend work upon seven (7) days written notice to The Municipality if:

A. The Municipality has not paid the Contractor in accordance with N.J.S.A. 2A:30A-2 and as set forth in these General Conditions; and

B. The Municipality has not provided the Contractor with a written statement of any amount withheld and the reason for The Municipality's withholding; and

C. The Municipality is not engaged in a good faith effort to resolve the reason for the withholding.

In the event the Contractor suspends work in accordance with this subsection (a), work shall commence upon The Municipality's payment to the Contractor.

In addition, the Contractor may suspend work or terminate their Agreement with The Municipality upon ten (10) days written notice to The Municipality if an order of any court or other public authority caused the work to be stopped or suspended for a period of ninety (90) days through no act or fault of the Contractor or their employees.

The Contractor may also suspend work as provided in the applicable provisions of Section 2.35 above.

2.39. <u>THE MUNICIPALITY'S RIGHT TO TERMINATE AGREEMENT AND COMPLETE THE WORK</u>

The Municipality shall have the right to terminate the agreement with the Contractor after giving ten (10) days written notice of termination to the Contractor and the Contractor's surety, if any, in the event of any default by the Contractor.

A. <u>Default by the Contractor</u>: It shall be considered a default by the Contractor whenever they shall:
   1. Have suspended work for ten (10) consecutive work days for any reason other than strikes, acts of God or those reasons as stipulated in Section 2.35 or Section 2.38, or
   2. Declare bankruptcy, become insolvent, enter receivership or assign their assets for the benefit of their creditors, or
   3. Disregard or violate provisions of the Contract Documents or fail to prosecute the work according to the agreed Schedule of Completion, including extensions thereof, or
   4. Persistently or repeatedly refuse or should fail to provide a qualified superintendent, sufficient, competent workers or subcontractors or proper materials or fail to make prompt payment therefor, or
   5. Have filed against them liens, either singularly or in combination, whereby the amount of said liens exceeds the retainer being withheld.
   6. Persistently disregard laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction.

B. <u>Completion by The Municipality</u>: In the event of termination of the Agreement by The Municipality because of default by the Contractor, The Municipality may take possession of the work and of all materials and equipment thereon and may finish the work by whatever method and means they may select, which may include a requirement that the surety complete the work. If The Municipality looks to the surety, the surety shall make its determination with respect to payment or completion within 30 days after the date of default.

C. <u>Payment for Work</u>: Upon termination of the Contract by The Municipality, no further payments shall be due the Contractor until the work is completed. In such event, the Contractor will be entitled only to payment for materials and labor expended, notwithstanding the fact that the unpaid balance of the Contract Price may exceed the cost of completing the work. If the cost of completing the work shall exceed the unpaid balance, the Contractor or its surety shall pay the

difference to The Municipality. The cost incurred by The Municipality, as herein provided, and the damage incurred through the Contractor's default, shall be certified by The Municipality.

2.40. RESPONSIBILITY OF THE ENGINEER

The Engineer shall decide questions which may arise as to the quality and acceptability of materials furnished, acceptability of work performed, rate of progress of work, interpretation of Drawings and Specifications and all questions as to the acceptable fulfillment of the Agreement on the part of the Contractor. The Engineer shall have the authority to order the Contractor to stop work whenever such stoppage may be necessary to ensure the proper execution of the contract. They shall also have the authority to reject all work and materials which do not conform to the contract, to order the Contractor to direct the application of forces to any portion of the work, as in their judgment is required, and to decide questions which arise in the execution of the work as provided in the contract documents.

A. Observation of the Work: All materials and each part or detail of the work shall be subject at all times to observation by the Engineer and the Contractor will be held strictly to the intent of the Contract Documents in regard to quality of materials, workmanship and the diligent execution of the Contract. Observations may be made at the site as well as the source of material supply, whether mill, plant or shop. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make their observations and construction review.

B. Acceptability of Work: The Engineer's decision as to the acceptability or adequacy of the work shall be final and binding upon the Contractor. The Contractor agrees to abide by the Engineer's decision relative to the performance of the work.

2.41. OBSERVATION OF COMPLETED WORK

The Engineer and their representative shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection.

Inspectors who are authorized representatives of the Engineer may be stationed on the site of the work to report to the Engineer as to the progress of the work and the manner in which it is being performed; to inform them whenever it appears materials furnished and the work being performed by the Contractor fail to comply with the Plans and Specifications; and to direct the Contractor's attention to such failure.

Inspection, however, shall not relieve the Contractor from their obligation to furnish materials or perform the work in conformity with the requirements of the Plans and Specifications.

The inspector is not authorized to revoke, alter, enlarge, relax or release any requirement of the Plans and Specifications or to issue instructions contrary to the Plans and Specifications.

If a difference of opinion arises between the inspector and the Contractor relating to materials furnished or the performance of the work, the inspector is authorized to reject the materials or the work and notify the Contractor that further work on the construction involved will be unauthorized and subject to nonpayment until the question at issue can be referred to and decided by the Engineer.

If the specifications, the Engineer's instructions, laws, ordinances or any public authority require any work to be specifically tested or approved, the Contractor shall give the Engineer timely notice of its readiness

for inspection and, if the inspection is by another authority other than the Engineer, of the date fixed for such inspection. Inspections by the Engineer shall be promptly made and where practicable, at the source of supply.

No work shall be covered prior to inspection and approval of same by the Engineer. The Contractor shall remove or uncover such portion of the completed work as may be directed by the Engineer at any time before acceptance of the work. After examination, the Contractor shall restore the work to the standard required by the Contract Documents. The uncovering, removing, and restoring of the work shall be at the Contractor's expense.

Notwithstanding the foregoing, however, if a portion of the work is covered contrary to the Engineer's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Engineer, be uncovered for the Engineer's observation and be replaced at the Contractor's sole expense without change in the Contract Time.

Re-examination of questioned work may be ordered by the Engineer and if so ordered the work must be uncovered by the Contractor. If such work be found in accordance with the contract documents, The Municipality shall pay the cost of re-examination and replacement. If such work be found not in accordance with the contract documents, the contractor shall pay such cost unless they shall show that the defect in the work was caused by another Contractor, and in that event, The Municipality shall pay such cost.

2.42. <u>DEFECTIVE WORK</u>

Inspection of the work shall not relieve the Contractor of any of their obligations to fulfill the Contract as herein described, and defective or incomplete work shall be made good, and unsuitable materials may be rejected, notwithstanding that such work or materials may previously have been overlooked by the Engineer and accepted or estimated for payment. If the work or any part thereof shall be found defective or incomplete at any time before the final acceptance of the whole work, the Contractor shall forthwith make good such defect in a manner satisfactory to the Engineer, and if any material brought upon the site for use in the work, or selected therefor, shall be condemned by the Engineer as unsuitable or not in conformity with the Specifications, the Contractor shall forthwith move such material from the vicinity of the work. If the Contractor shall fail to remove or replace any defective or damaged materials or work, or complete any incomplete work, within a reasonable time after written notice to the Contractor, The Municipality may, without prejudice to any other remedy it may have, correct such deficiencies in work intended to become a permanent part of the project, and the expense thereof shall be borne by the Contractor.

If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, The Municipality may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten days' time thereafter The Municipality may, upon ten days' notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all costs and expenses that should have been borne by the Contractor.

If the Engineer deems it inexpedient to correct damage or work not done in accordance with the contract, an equitable deduction from the contract price shall be therefore made.

2.43. MAINTENANCE GUARANTEE

A. The Contractor further agrees and guarantees the making of any necessary repairs to the work during the period of two (2) years after the date of acceptance and that such repairs shall be covered under a maintenance bond issued by a surety authorized to transact business in the State of New Jersey and listed in United States Treasury Circular No. 570, in the amount of fifteen percent (15%) of the Contract price. Said maintenance bond shall insure the replacement or repair of defective materials and/or workmanship for a period of two (2) years after the date of acceptance. The cost of the maintenance bond shall be borne by the Contractor. The maintenance bond shall be in the form set forth in the Contract Documents.

B. If approved by the Municipality's Administrator and Attorney, the performance bond may be converted into a maintenance bond.

C. If the Contractor fails to make all of the repairs required under this section, the Municipality shall be entitled to finish the work required by whatever method and means the Municipality may select, and all costs associated therewith shall be applied against the maintenance bond or converted performance bond, as applicable.

D. The Contractor shall, except as otherwise specified, keep the work in good repair for two (2) years after the date of acceptance. The Contractor shall, at their own expense, correct and repair promptly any and all breaks or failures due to faulty material, workmanship or equipment and all settlements and irregularities of surface that may occur during that period.

E. During the twenty-third month after the date of acceptance of the Project by the Municipality, the Contractor shall meet with the Engineer or another representative of the Municipality to determine whether all conditions relating to the Contractor's Guaranty and Maintenance Bond have been satisfied to date in accordance with the Contract Documents. Should any defects due to faulty materials or workmanship appear at that time, they are to be remedied prior to the expiration of the Maintenance Bond. Any guarantees, or portions of guarantees, which are in effect for more than two years shall continue under the conditions of the Contract.

2.44. GENERAL WARRANTY

The Contractor warrants to The Municipality that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitution as not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by The Municipality, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Manufacturers' warranties shall be required as set forth in Section 3.11(f).

All workmanship, material, and supplies provided by the Contractor under this Contract shall be guaranteed and warranted by the Contractor against any and all defects for two (2) years from the date of installation and acceptance by The Municipality. In the event of any defect in workmanship or with any material or supplies provided by the Contractor, they shall be repaired and/or replaced as required at no

cost to The Municipality within ten (10) days of notice being provided to the Contractor of such defect. In addition to the Contractor's warranty, the Contractor shall provide to The Municipality copies of all manufacturer's warranties for any materials or supplies installed or supplied under this Contract.

2.45. DAMAGES

Any claim for damage arising under this contract shall be made in writing to the party liable in accordance with Section 2.60 hereinafter, entitled "Claims", except as expressly stipulated otherwise herein, such as in the case of defective or faulty work or materials.

2.46. WAIVERS

Neither the acceptance by The Municipality or the Engineer, nor any of their employees, nor any order, measurement or certificate of the Engineer, nor any order by The Municipality for payment of money, nor any payment for, nor acceptance of, the whole or any part of the work by the Engineer or The Municipality, nor any extension of time, nor any possession taken by The Municipality or employees therefor, shall operate as a waiver of any portion of this Contract or any power herein reserved to The Municipality, or of any right to damages herein provided; nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach. All remedies provided in this Contract shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided.

2.47. LAWS AND REGULATIONS

The Contractor shall keep themselves informed of all laws, ordinances, and regulations in any manner affecting those engaged or employed in the work, or the material used in the work or in any way affecting the conduct of the work, and all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency shall be discovered in this Contract, or in the Drawings or Specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same in writing to the Engineer and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, they shall bear all costs arising therefrom.

They shall at all times themselves observe and comply with and shall cause all their agents and employees to observe and comply with all existing and future laws, ordinances, regulations, orders and decrees; and shall protect and indemnify The Municipality, the Engineer, their officers, employees, consultants and agents against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree, whether by themselves or by their employees or subcontractors; and shall reimburse The Municipality and Engineer for any costs incurred by them.

The attention of the Contractor is especially directed to and they shall comply with all provisions of the U.S. Safety and Health Regulations for Construction and the New Jersey State Construction Safety Act, and latest revisions thereof, as may apply to work done and methods used under this Contract.

2.48. RIGHT OF PROPERTY IN MATERIALS

Nothing in this Contract shall be considered as vesting in the Contractor any right of property in materials used, after they shall have been attached or affixed to the work or soil, nor in materials which have been estimated for partial payment, but all such materials shall, upon being so attached or affixed or estimated, become the property of The Municipality.

2.49. ASSIGNMENT AND SUBLETTING

Neither party to the contract shall assign the contract or sublet it as a whole without consent of the other nor shall the Contractor assign any moneys due or to become due to them hereunder without the previous written consent of the Engineer.

The Contractor shall keep the work under their personal control, and shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract, or their right, title or interest in or to the same or any part thereof, without the previous consent, in writing, of The Municipality, and they shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under this Contract unless by and with the like consent of The Municipality. Consent by The Municipality to an assignment of this Contract shall not, in any way, release the Contractor from the conditions, covenants, and agreements herein undertaken to be done and performed by the Contractor, but such duty to perform shall continue as though such assignment had not been made.

2.50. SUBCONTRACTS

The Contractor shall be as fully responsible to The Municipality for the acts and omissions of their subcontractors and of persons either directly or indirectly employed by them, as they are for the acts and omissions of persons directly employed by them.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract as The Municipality may exercise over the Contractor under any provisions of the Contract Documents.

Nothing contained herein shall create any contractual relationship between any subcontractor and The Municipality.

2.51. ORAL AGREEMENTS

No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof, in writing, and no evidence shall be introduced in any proceeding of any other waiver or modifications.

2.52. LEGAL ADDRESS AND WRITTEN NOTICE

Both the address given in the bid or proposal upon which this Contract is founded and the Contractor's office at or near the site of the work are hereby designated as places to either of which notices, letters, and other communications to the Contractor may be mailed, delivered or transmitted by facsimile. The delivering at either of the above-named places, or depositing in a postpaid wrapper directed to either of such places, or any post office box regularly maintained by the post office, or transmission by facsimile of any notice, letter or other communication to the Contractor, shall be deemed sufficient service thereof upon the Contractor, and the date of said service shall be the date of such delivery or three days after mailing (if mailed) or facsimile transmission. The first named address may be changed at any time by an instrument, in writing, executed and acknowledged by the Contractor and delivered to The Municipality.

Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the Contractor personally.

2.53. NOTICE AND SERVICE THEREOF

Any notice to the Contractor from The Municipality or to The Municipality from the Contractor relative to any part of this Contract shall be in writing. The notices must be delivered personally, via facsimile transmission, via overnight courier or mailed by certified mail, return receipt requested, to the other party at the address written in this Contract. All notices shall be considered delivered and the service thereof completed as follows: if by facsimile, upon confirmation of transmission; if by registered or certified mail, within three days after the mailing thereof whether or not accepted; if by overnight courier to the addressee at the address set forth in the Contract Documents, the following day; or if delivered in person to the addressee or their authorized representative at the location of the work, upon receipt.

2.54. USE OF COMPLETED PORTIONS OF THE WORK/PARTIAL OCCUPANCY OR USE

The Contractor agrees that the Project, or a portion of the Project, may be subject to use and occupancy before final acceptance by The Municipality under the following conditions:

A. A certificate of substantial completion shall be prepared and executed as provided in Section 3.10 of these General Conditions, except that when, in the opinion of the Engineer, the Contractor is chargeable with unwarranted delay in completing the work or other Contract requirements, the Contractor's signature shall not be required. The certificate of substantial completion shall be accompanied by a written endorsement by the insurance carrier and surety of the Contractor which permits The Municipality's occupancy during the remaining period of work on the Project.

B. The Municipality's occupancy shall not be deemed as an acceptance of that part of the Project occupied by The Municipality or of any other part.

C. The Municipality's occupancy shall not be deemed a waiver by either The Municipality or the Contractor of existing claims that they may have against each other.

D. The Contractor shall not be deemed responsible for any damage that results from The Municipality's occupancy to that part of the Project occupied by The Municipality.

E. The Municipality's occupancy before acceptance of the Project does not relieve the Contractor of the responsibility to maintain all insurance and bonds required under the Contract Documents until the Project is completed and accepted by The Municipality.

If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation or extension of time, or both, as the Engineer may determine.

2.55. CONSTRUCTION LAYOUT

Prior to the Contractor connecting to any existing pipe, the Contractor shall verify the type, service, material, and class of the existing pipe. The Contractor shall notify the Engineer of any discrepancy.

The Contractor will be required to furnish all necessary qualified personnel acceptable to the Engineer, and adequate equipment to preserve such controls throughout the duration of the Contract and to lay out

all of the lines and grades necessary for the complete construction of the project. The Contractor shall make all necessary computations to establish the exact position of all the work from the control points which are shown on the plans or furnished by the Engineer.

The Contractor shall make all measurements and verify all dimensions necessary for the proper construction of the work called for by the drawings and Specifications. Any error or apparent discrepancy found in the drawings or Specifications shall be called to the Engineer's attention, in writing, for interpretation prior to proceeding with the work.

The Contractor shall be responsible for the finished work to conform to the work called for on the plans, and they shall correct all errors caused by their personnel at their own expense.

Unless otherwise provided for in the Bid Proposal Form, no separate payment will be made for Construction Layout. The Contractor's costs for this work will be included in the unit prices bid for those items requiring this work.

2.56. SHOP DRAWINGS; SUBMITTALS

The Contractor shall submit for the review of the Engineer shop drawings for all prefabricated work and for all manufactured items required to be furnished in the Contract as required by the Specifications. Shop drawings shall be submitted in sufficient time to allow ten (10) working days for review and processing.

The shop drawings shall include a complete parts list with catalog numbers, manufacturer's certifications, brochures and descriptive literature, anchor bolt locations, equipment details and data required in other sections of the detailed sections of the Specifications, and any additional information deemed necessary by the Engineer to insure complete conformance with the Specifications.

When submitted for the Engineer's review, shop drawings shall bear the Contractor's certification that they have reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the Contract Documents.

By approving and submitting shop drawings, the Contractor represents that they have determined and verified all field measurements and quantities, field construction criteria, materials, catalog numbers and similar data, and that they have reviewed and coordinated the information in the shop drawings with requirements of the work and the Contract Documents.

The Engineer's review of the Contractor's shop drawings shall be considered as a service given as assistance to the Contractor in interpreting the requirements of the Contract and in no way shall it relieve the Contractor of any of their responsibilities under the contract. Any fabrication, erection, setting or other work done in advance of the receipt of shop drawings returned by the Engineer and noted as "No Exception Taken" shall be entirely at the Contractor's risk.

The Engineer'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, fittings, tolerances, interferences or coordination of trades. Shop drawings submitted by subcontractors shall be sent direct to the Contractor for approval. The Contractor shall be responsible for their submission to the Engineer. The Contractor shall thoroughly check all subcontractors' shop drawings as regards measurements, sizes of members, materials and details to satisfy themselves that they conform to the Contract Drawings and Specifications. Drawings found to be inaccurate or otherwise in error shall be returned to the subcontractor 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 shop drawings before being submitted for review.

Sufficient space on the shop drawings near the title box should be provided for stamps and review comments. The shop drawings shall bear the initials of the detailer's checker prior to submission. All dimensional coordination shall be done by the Contractor or their detailer.

Resubmitted shop drawings shall have the following changes incorporated:

A. The first resubmission shall have the letter "A" added to the drawing number and any changes on the drawing marked "A," at each item changed. All items changed shall be noted in the revision box under "A" and dated.

B. Subsequent resubmissions shall bear changes "B," "C," and "D" as above.

All submissions shall be properly referenced to indicate clearly the specification section, location, service and function of each particular item. All submissions for one item or group of related items shall be complete. Where manufacturer's publications in the form of catalogs, pamphlets or other data sheets are submitted in lieu of prepared shop drawings, such submissions shall specifically indicate the item for which review is requested. Identification of items shall be made in ink and submissions showing only general information are not acceptable.

If the shop drawings contain any departures from the Contract requirements, specific mention 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 their own expense prepare and submit revised layout drawings for review. Revision drawings shall include design calculations prepared by a professional engineer licensed in the State of New Jersey. Such drawings shall be the same size as the Contract Drawings unless specified otherwise.

The Contractor shall coordinate all reviewed equipment shop drawings with shop drawings of related new and altered structures, supports, piping and mechanical work to insure proper accommodation of the furnished equipment. Shop drawings for structures, supports, piping and mechanical work, which are contingent upon the specific equipment furnished, shall not be submitted until the equipment shop drawings have received final acceptance.

No work shall be done upon any part of a structure until the necessary review is conducted by the Engineer. Four (4) sets of all shop or working drawings shall be submitted, unless otherwise specified, to the Engineer through the Contractor. Only drawings which have been checked and corrected by the material fabricator should be submitted. The Contractor shall be responsible for the prompt submission of all shop or working drawings, so that there shall be no delay to the work due to the absence of such drawings. Shop drawings shall be 8 ½ by 11 inches or 11 by 17 inches.

Two (2) copies of reviewed shop drawings will be returned to the Contractor.

No work shall be done upon any part of a structure until the necessary review of all shop drawings which may affect the structure is conducted by the Engineer.

2.57. SAMPLES

Unless otherwise mentioned in these Specifications or shown on the drawings, the materials, fixtures and equipment to be furnished for the Contract work shall be standard products of those manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest design. All materials, fixtures and equipment shall comply with the requirements of these Specifications and shall be suitable for proper performance in the completed Contract work. Only new material shall be incorporated in the work unless otherwise specified.

All materials furnished by the Contractor to be incorporated in the work shall be subject to the review and inspection of the Engineer, no material shall be processed or fabricated for, or delivered to, the work without prior review of the Engineer, except at the risk of the Contractor. At the Engineer's discretion, they may request the Contractor to furnish samples of any materials, fixtures and equipment which the Contractor proposes to use on this project. Unless the samples require destructive testing to confirm that they comply with the requirements of these Specifications, they will be returned to the Contractor whenever practical to do so.

Facilities and labor for the handling and inspection of all materials shall be furnished by the Contractor. Defective materials shall immediately be removed from the site of work.

The Contractor shall not cover or hide from view pipe, conduit, fittings, or other work of any kind before it has been tested and examined by the Engineer and by any other authorities having jurisdiction over same.

2.58. SERVICES OF TESTING LABORATORY

The Municipality may retain and, except as otherwise specified, pay for the services of an independent testing laboratory to do such sampling and to make such tests as The Municipality or Engineer may deem necessary to verify that the material and equipment proposed for or incorporated into the work conform to the requirements of the Specifications.

2.59. TRANSPORTATION AND HANDLING

The Contractor shall see to it that all equipment and material are delivered to the project site in good condition. The Contractor shall coordinate with their suppliers to ensure timely deliveries so as not to delay construction.

The Contractor shall take whatever measures are necessary to provide for adequate handling of the equipment and materials.

2.60. CLAIMS

Claims by either The Municipality or Contractor, except claims by the Contractor for extension of time, which shall be made in accordance with Section 3.8 and this section, and except as otherwise provided in this section, must be made within twenty-one (21) days after the occurrence of the event giving rise to such claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the claim, whichever is later, subject to the limitations set forth in Section 3.14. The limits set forth in this section in no way limit any of the rights of The Municipality pursuant to the various bonds required in the General Conditions.

If the claim is resolved by The Municipality and Contractor, any agreed upon relief shall be memorialized in a Change Order. If a claim is not resolved within forty-five (45) days after the receipt of same by the party upon whom the claim is made, the claim shall be submitted to alternate dispute resolution pursuant to industry standards, prior to being submitted to a court for adjudication, in accordance with Chapter 371 of the Laws of 1997 (N.J.S.A. 40A:11-50). The method of alternate dispute resolution to be used in the case of such disputes under this contract shall be mediation administered by the American Arbitration Association under its Construction Industry Mediation Rules. The mediator shall be selected from the N.J. Public Sector Panel. Any such mediation shall be conducted at the Municipal Building of The Municipality. If the claim or dispute is resolved as a result of the mediation, any agreed upon determination shall be memorialized in a Change Order.

The party initiating mediation proceedings shall advise the other party, in writing, within the 21-day period. Such mediation proceedings shall be commenced in the time and manner determined by the Mediator.

If the mediation does not result in settlement of the matter, either party may bring an action at law in a Court of competent jurisdiction in order to resolve the dispute. Provided, however, that pending final resolution of a claim, including mediation or litigation, unless otherwise agreed in writing by the parties, the Contractor shall proceed diligently with performance of the Contract and The Municipality shall continue to make payments for satisfactorily completed work in accordance with the Contract Documents.

In accordance with Chapter 371, The Municipality retains the right to seek injunctive or declaratory relief in court at any time; and the alternate dispute resolution process shall not apply to disputes concerning the bid solicitation, bid withdrawal or the contract award process.

ARTICLE III - MEASUREMENTS, PAYMENTS, AND CHANGES IN THE WORK

3.1. MEASUREMENT OF QUANTITIES

In the event the Bid Proposal Form requires pricing per unit or quantity, all work completed under this Contract shall be measured by the Engineer according to United States Standard Measures using the units scheduled in the proposal. Whenever requested by the Engineer, the Contractor shall provide the necessary capable assistance, together with suitable facilities, for the weighing, measuring, or otherwise determining the quantities of materials used in the work.

3.2. DIMENSIONS BEFORE AND DURING CONSTRUCTION

All dimensions shall be obtained or verified by the Contractor for the accommodation of equipment and/or materials furnished by The Municipality and/or the Contractor and installed by the Contractor. Dimensions on the Drawings indicate nominal sizes under ideal conditions and shall not, under any circumstances, be so constructed as to relieve the Contractor of the responsibility of taking measurements in the field and furnishing material of the correct dimensions.

3.3. APPLICATIONS FOR PAYMENT

In the event the Bid Proposal Form requires a lump sum bid for the total project, then before the first Application for Payment, the Contractor shall submit to the Engineer a schedule of values allocated to various portions of the work, prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. This schedule, unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.

Pursuant to N.J.S.A. 40A:11-16.3, two percent (2%) of the amount due on each partial payment shall be withheld by The Municipality pending final acceptance of the work and receipt by The Municipality of any required Maintenance Bond and releases as required in the Contract Documents.

3.4. MEASUREMENTS FOR PAYMENTS

Measurement for payment for this Project is based on completion of the Work in accordance with the Project Plans and Technical Specifications for each item. Field measurements will determine the percent complete of Work components when listed on the approved schedule of values. Measurements will be made by using linear units, tonnages, area units, or unit quantity counts as listed on the Bid Form for unit quantity items and at the Engineer’s sole discretion for lump sum items. The Contractor shall take all measurements and compute quantities. The Engineer will verify measurements and quantities as appropriate.

3.5. ADJUSTMENT OF ESTIMATED QUANTITIES

Any quantities shown are approximations, and The Municipality reserves the right to increase or decrease them at the unit price bid. Such change, however, will be only upon the written order of the Engineer.

The Municipality also reserves the right to omit any items in the Proposal if deemed to be in the best interest of The Municipality to do so.

3.6. PROGRESS PAYMENTS

Applications for Payment shall be supported by such data substantiating the Contractor's right to payment as The Municipality or Engineer may require, such as copies of requisitions from subcontractors and material suppliers, and reflecting retainage if provided for elsewhere in the Contract Documents, and shall be submitted in accordance with the following specific procedures and requirements.

A. Applications for Payment shall be submitted to the Municipal Engineer as work progresses on the Periodic Billing Dates set forth in the Technical Specifications, but in no case shall more than one Application for Payment be submitted in a one-month period. Applications for Payment received after a Periodic Billing Date will be treated as received on the next Periodic Billing Date. Applications for Payment will be processed for approval of payment at the next public meeting of the Municipality Council that is at least twenty (20) days after the Periodic Billing Date, unless the Contractor is advised by the Municipal Engineer of reasons why payment cannot be made in accordance with (f) below.

B. Such applications may include Requests for Payment on account of changes in the work which have been properly authorized by Construction Change Directives but not yet included in Change Orders.

C. Such applications may not include Requests for Payment of amounts the Contractor does not intend to pay to a subcontractor or material supplier because of a dispute or other reason.

D. Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the work. Equipment and material not present on the job site shall not be included for payment in progress estimates under any circumstances. Payment for materials and equipment stored on the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to The Municipality to establish The Municipality's title to such materials and equipment or otherwise protect The Municipality's interest.

E. The Contractor warrants that title to all work covered by an application for payment will pass to The Municipality no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all work for which Certificates for Payment have been previously issued and payments received from The Municipality shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the work.

F. The Engineer will, within ten (10) days after receipt of the Contractor's Application for Payment, either issue to The Municipality a Certificate for Payment, with a copy to the Contractor, for such amount as the Engineer determines is properly due, or notify the Contractor and The Municipality in writing of the Engineer's reasons for withholding certification in whole or in part as provided in subsection (h) of this section.

G. The issuance of a Certificate for Payment will constitute a representation by the Engineer to The Municipality, based on the Engineer's observations at the site and the data comprising the Application for Payment, that the work has progressed to the point indicated and that, to the best

of the Engineer's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the work for conformance with the Contract Documents upon substantial completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Engineer. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Engineer has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the work; (2) reviewed demolition and construction means, methods, techniques, sequences or procedures; (3) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by The Municipality to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

H. The Engineer may decide not to certify payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect The Municipality, if in the Engineer's opinion the representations to The Municipality required by subsection (g) cannot be made. If the Engineer is unable to certify payment in the amount of the Application, the Engineer will notify the Contractor and The Municipality as provided in subsection (f). If the Contractor and Engineer cannot agree on a revised amount, the Engineer will promptly issue a Certificate for Payment for the amount for which the Engineer is able to make such representations to The Municipality. The Engineer may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or part of a Certificate for Payment previously issued, to such extent as may be necessary in the Engineer's opinion to protect The Municipality from loss because of:

1. Defective work not remedied;
2. Third party claims filed or reasonable evidence indicating probable filing of such claims;
3. Failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment;
4. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum;
5 Damage to The Municipality or another contractor;
6. Reasonable evidence that the work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
7. Persistent failure to carry out the work in accordance with the Contract Documents.

I. When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

J. After the Engineer has issued a Certificate for Payment, payment shall be formally authorized at the next Municipality of Princeton Council meeting and paid during The Municipality’s subsequent payment cycle.

K. The Contractor shall, in accordance with N.J.S.A. 2A:30A-2, pay each subcontractor within ten (10) calendar days of receipt of payment from The Municipality, out of the amount paid to the Contractor on account of such subcontractor's portion of the work, the amount to which said subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such subcontractor's portion of the work. The Contractor shall, by

appropriate agreement with each subcontractor, require each subcontractor to make payments to sub-subcontractors in a similar manner. Upon request, the Contractor shall furnish to The Municipality proof that such agreements are in place.

L. The Engineer will, on request, furnish to a subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Engineer and The Municipality on account of portions of the work done by such subcontractor.

M. The Municipality shall not have an obligation to pay or to see to the payment of money to a subcontractor.

N. Payment to material suppliers shall be treated in a manner similar to that provided in subsections (K), (L) and (M).

O. A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by The Municipality shall not constitute acceptance of work not in accordance with the Contract Documents.

P. In accordance with N.J.S.A. 2A:30A-2(f), if the contract is for the improvement of a structure(s), then any and all disputes regarding whether the Contractor or The Municipality has failed to make payments required pursuant to N.J.S.A. 2A:30A-2(f) shall be submitted to a process of alternative dispute resolution, in accordance with section 2.60 above. In addition, in any civil action brought to collect payments pursuant to N.J.S.A. 2A:30A-2(f), the action shall be conducted in New Jersey and the prevailing party shall be awarded reasonable costs and attorney fees.

Q. Upon final completion, final payment shall be made in accordance with the procedures set forth in Section 3.11.

3.7. <u>CHANGE ORDERS AND EXTRA WORK</u>

No payment shall be made for any extra work or modified work performed without express written authority of The Municipality, pursuant to this section and as provided by law under N.J.S.A. 40A:11-16.7, N.J.A.C. 5:30-11.3, and N.J.S.A. 40A:11-13(g), which provisions are incorporated herein as if fully restated. In the event of any conflict, the provisions of N.J.S.A. 40A:11-16.7 shall control.

A. Changes in the work may be accomplished after execution of the contract, and without invalidating the Contract, by Change Order, Construction Change Directive, or order for a minor change in the work, subject to the limitations stated in this Section 3.7 and elsewhere in the Contract Documents, and as expressly permitted in N.J.S.A. 40A:11-16.7 of the Local Public Contracts Law, as may be amended.

B. A Change Order shall be based upon an agreement between The Municipality and Contractor, upon the advice of the Engineer; a Construction Change Directive may be implemented by The Municipality with the advice of the Engineer and may or may not be agreed to by the Contractor; an order for a minor change in the work may be issued by the Engineer, with the consent of the Municipal Administrator.

C. Changes in the work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the work.

D. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to quantities of work proposed will cause substantial inequity to The Municipality or Contractor, the applicable unit prices shall be equitably adjusted.

E. A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

F. If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
   1. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
   2. Unit prices stated in the Contract Documents or subsequently agreed upon;
   3. As provided in subparagraph (i).

G. Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the work involved and advise the Engineer of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

H. A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

I. If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by The Municipality on the basis of reasonable expenditures and savings of those performing the work attributable to the Change. In such case, and also under Clause 3.7(f).3, the Contractor shall keep and present, in such form as the Engineer may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this subparagraph (i) shall be limited to the following, all of which shall be verified and substantiated by the Contractor:
   1. Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
   2. Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
   3. Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
   4. Additional costs of supervision and field office personnel directly attributable to the change.

J. Pending final determination of cost to The Municipality, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by the Contractor to The Municipality for a deletion or change which results in a net decrease in the Contract Sum shall be

actual net cost as confirmed by the Engineer. When both additions and credits covering related work or substitutions are involved in a change, consideration shall be given to the items listed in paragraph 3.7(i) in calculating the net cost of the change.

K. The Municipality, in consultation with the Engineer, shall determine the adjustment in Contract Time, if any, or the method for determining it.

L. When The Municipality and Contractor agree with the determination made by the Engineer concerning the adjustments in the Contract Sum and Contract Time, if any, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

M. The Municipality will have authority to order minor changes in the work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on The Municipality and Contractor. The Contractor shall carry out such written orders promptly.

N. Change Orders shall be administered in accordance with New Jersey statutes and regulations governing same.

O. Value Engineering Change Orders. Value Engineering Change Orders shall be permitted on this Project only if the originally awarded contract equals or exceeds $5,000,000, as required by N.J.S.A. 40A:11-16.6.

P. Differing Site Conditions.

1. If the Contractor encounters differing site conditions during the progress of the work of the contract, the Contractor shall promptly notify The Municipality in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.
2. Upon receipt of a differing site conditions notice in accordance with paragraph (1) of this subsection (P), or upon The Municipality otherwise learning of differing site conditions, The Municipality shall promptly undertake an investigation to determine whether differing site conditions are present.
3. If The Municipality determines different site conditions that may result in additional costs or delays exist, The Municipality shall provide prompt written notice to the Contractor containing directions on how to proceed.
4. Price Adjustments.
    a. The Municipality shall make a fair and equitable adjustment to the contract price and contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the Contractor.
    b. If both parties agree that The Municipality's investigation and directions decrease the Contractor's costs or time of performance, The Municipality shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance.
5. If The Municipality determines that there are no differing site conditions present that would result in additional costs or delays, The Municipality 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 Municipality for additional compensation or time attributable to the alleged differing site conditions.

6. 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.
7. 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.

Q. Material Change.
1. If the Contractor believes that a change directive by The Municipality results in a material change to the contract work, the Contractor shall so notify The Municipality in writing. The Contractor shall continue to perform all work on the project that is not the subject of the notice.
2. Upon receipt of the Contractor's change in character notice in accordance with paragraph 1. of this subsection (q), The Municipality shall promptly evaluate the Contractor's notice and promptly advise the Contractor of its determination on how to proceed in writing.
3. Price Adjustments.
    a. If The Municipality determines that a change to the Contractor's work caused or directed by The Municipality materially changes the character of any aspect of the contract work, The Municipality shall make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its change in character, or as otherwise mutually agreed upon by the Contractor and The Municipality prior to the Contractor performing the subject work.
    b. If The Municipality determines that the Contractor is not entitled to additional compensation or time, the Contractor shall continue the performance of all contract work, and shall be entitled to pursue a claim against The Municipality for additional compensation or time attributable to the alleged material change.
4. As used in this subsection (Q), “material change” means a character change which increases or decreases the Contractor's cost of performing the work, increases or decreases the amount of time by which the Contractor completes the work in relation to the contractually required completion date, or both.

R. Change in Quantity.
1. The Municipality may increase or decrease the quantity of work to be performed by the Contractor.
2. Minor vs. Major Change in Quantity.
    a. If the quantity of a pay item is cumulatively increased or decreased by 20 percent or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity.
    b. If the quantity of a pay item is increased or decreased by more than 20 percent from the bid proposal quantity, the quantity change shall be considered a major change in quantity.
3. For any minor change in quantity, The Municipality shall make payment for the quantity of the pay item performed at the bid price for the pay item.
4. Renegotiation of Price.

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

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

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

3.8 DELAYS AND EXTENSION OF TIME

A. If the Contractor is delayed at any time in the progress of the work for any of the following reasons, then the Time for Completion may be extended for such reasonable time as The Municipality may decide, but the Contractor shall have no right to, nor shall it make any claim whatsoever for damages, additional compensation or costs of any type by reason of the delay if caused by:

1. Any of the reasons set forth in Subsections 3.9(a) through (c) below;
2. Lock-outs, strikes, fire, unavoidable casualties, war, natural disasters, acts of terrorism, civil or political disturbances; or
3. Negligence, tortious conduct, other wrongful acts or the default of other contractors, subcontractors, utility companies, or other companies or businesses, or their employees, agents or assigns, involved in the project.

B. In the event that the delay is caused by The Municipality's negligence, bad faith, active interference, or tortious conduct, then the Contractor may make a claim for its damages caused by said delay. The Municipality will review and evaluate the merits of each claim submitted. The Municipality will endeavor to work cooperatively with the Contractor to resolve these issues in a timely manner.

C. Any claim for a delay shall be made in writing to the Engineer no more than ten (10) days after the commencement of said delay. In the case of a continued cause of delay, only one claim is necessary.

D. Extensions of time shall be handled in the same manner as a Change Order or Construction Change Directive, as may be appropriate.

E. If The Municipality does not approve a request for a time extension or Change Order within ten (10) days after the written request for same is received by The Municipality, said request shall be deemed to have been denied, unless The Municipality has indicated that the matter continues to be under consideration and will be determined by a specific date.

F. If no schedule or agreement stating the dates upon which drawings shall be furnished is made then no claim for delay shall be allowed on account of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claims shall be reasonable.

3.9 TIME FOR COMPLETION; NOTICE TO PROCEED; LIQUIDATED DAMAGES

The Contract Time as specified in the Contract Documents are essential conditions of this Contract. Work shall be commenced on the date specified in the Notice to Proceed.

The Contractor agrees that said work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and The Municipality, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

The Contractor and The Municipality recognize that delay in completion of the project will result in damage to The Municipality in terms of the effect of the delay in the use of the project upon the public convenience and economic development of The Municipality, and will also result in additional cost to The Municipality for engineering, inspection and administration of the Contract. Because some of this damage is difficult or impossible to estimate, the parties agree that if the Contractor fails to complete the Project and each and every part and appurtenance thereof fully, entirely and in conformity with the provisions of the Contract within the time stated in the Contract, the Contractor shall pay The Municipality liquidated damages, in the amount as set forth in the General Specifications, in lieu of actual damages. Such liquidated damages shall be paid for each and every day that they are in default on time to complete the work, notwithstanding the fact that a Certificate of Substantial Completion may have been issued.

It is further agreed that time is of the essence of each and every portion of this Contract, and of the Specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever, and where under the Contract additional time is allowed for the completion of any work. The new time limit fixed by such extension shall be of the essence of this Contract, provided that the Contractor shall not be charged with liquidated damages or any excess cost when the Municipal Engineer determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to The Municipality, provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due;

A. To any preference, priority or allocation order duly issued by the United States Government;

B. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, Acts of God, or of the public enemy, acts of The Municipality, acts of another contractor in the performance of a contract with The Municipality, fires, floods, epidemics, quarantine restrictions, freight embargoes, and severe weather, and;

C. To any delays of subcontractors or suppliers occasioned only by any of the causes specified in subsections A. and B. above.

Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless The Municipality shall grant a further period of time, prior to the date of final settlement of the Contract, notify The Municipality, in writing, of the causes of the delay. The Municipality shall ascertain the facts

and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter, and issue a Change Order accordingly.

If the Contractor does not finish the work within the time for completion specified in this Contract or any duly-authorized extension thereof, The Municipality shall have full authority to, and may deduct and retain from payment to the Contractor, an amount sufficient to cover the liquidated damages agreed upon in this section. In the event Contractor's funds are insufficient, the Contractor's surety shall pay the amount due.

3.10 SUBSTANTIAL COMPLETION

When the Contractor considers that the work, or a designated portion thereof which is acceptable to The Municipality, is substantially complete, the Contractor shall prepare and submit to the Engineer a list of items to be completed or corrected. The Contractor shall proceed promptly to complete and correct items on the list. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents. Upon receipt of the Contractor's list, the Engineer will make an inspection to determine whether the work or designated portion thereof is substantially complete. If the Engineer's inspection discloses any item, whether or not included on the Contractor's list, which is not in accordance with the requirements for Substantial Completion as that term is defined in Article I of these General Conditions, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Engineer. The Contractor shall then submit a request for another inspection by the Engineer to determine substantial completion. When the work or designated portion thereof is substantially complete, the Engineer will prepare a Certificate of Substantial Completion which shall establish the date of substantial completion, shall establish responsibilities of The Municipality and Contractor for security, maintenance, heat, utilities, damage to the work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Equipment warranties required by the Contract Documents shall be provided to The Municipality upon substantial completion of the work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to The Municipality and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

Upon substantial completion of the work or designated portion thereof, and upon application by the Contractor and certification by the Engineer, The Municipality shall make payment for such work or portion thereof, as provided in the Contract Documents.

3.11 CONDITIONS OF FINAL ACCEPTANCE AND FINAL PAYMENT

The Contractor shall notify The Municipality in writing when the Project is completed by submission of an Application for Final Payment to the Municipal Engineer, along with the documents listed below. If the Project is not acceptable to the Municipal Engineer, they will advise the Contractor in writing as to the particular defects to be remedied before final acceptance will be made. The Application for Final Payment will be processed for approval of payment at the next public meeting of the Municipality Council that is at least twenty (20) days after The Municipality’s receipt of the Application for Final Payment, unless the Contractor is advised by the Municipal Engineer of reasons why Final Payment cannot be made.

All of the work must be furnished in a neat and workmanlike manner and must be in that condition at the date of acceptance. Defects arising from any cause at any time before acceptance must be made good and the whole work put into the condition, as herein specified, before acceptance.

Payments made to the Contractor before final acceptance do not commit The Municipality to acceptance of the work.

Neither the final payment nor any part of the retained percentage shall become due until the Contractor delivers to The Municipality, and The Municipality approves, the following documents:

A. An affidavit that all payrolls, bills for materials and equipment and other indebtedness, including claims by third parties, connected with the work for which The Municipality might, in any way, be responsible, have been paid or otherwise satisfied. The Municipality retains the right to require signed releases and/or receipts in support of said affidavit, and to retain from payment to the Contractor amounts equal to any such outstanding indebtedness or third party claim until such time as they have been disposed of and satisfactory evidence to that effect has been furnished to The Municipality.

B. Consent of surety to final payment.

C. Certification that prevailing rates of wages were paid.

D. Contractor's Release terminating The Municipality's liability in accordance with Section 3.13.

E. Manufacturers' warranties for materials installed by the Contractor as an integral part of the Project. See the Supplemental Specifications for a listing of any additional specific items for which manufacturers' warranties are required.

F. Any other information or documents required by The Municipality in the Contract Documents.

3.12 LIENS

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, delivers to The Municipality a complete release of all liens arising out of the contract or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as they have knowledge or information the releases and receipts including all labor and materials for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Engineer, to indemnify The Municipality against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to The Municipality all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

3.13 ACCEPTANCE OF PAYMENT NOT A WAIVER

Neither the acceptance by The Municipality, nor any of The Municipality's employees, nor any order, measurement or certificate of The Municipality or The Municipality's consultants, nor any order by The Municipality for payment of money, nor any payment for, nor acceptance of the whole or any part of the work by The Municipality, nor any extension of time, nor any possession taken by The Municipality or employees thereof, shall operate as a waiver of any portion of this Contract or any power herein reserved to The Municipality, or any right to damages herein provided, nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach. All remedies provided in this Contract shall be taken and construed as cumulative, that is, in addition to each and every remedy provided.

3.14 FINAL PAYMENT TERMINATES THE MUNICIPALITY'S LIABILITY

No person, firm or corporation other than the signer of this Contract now has any interest hereunder; no claim shall be made or be valid and neither The Municipality nor any of The Municipality's agents shall be liable for or be held to pay any money, except as provided in this Contract or under the laws of the State of New Jersey.

The acceptance by the Contractor of final payment shall be and shall operate as a release to The Municipality of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of The Municipality and others relating to or arising out of this work. With acceptance of final payment, the Contractor shall sign a Contractor's Release relieving The Municipality of all further claims arising from the Contract. No payment, however, final or otherwise, shall operate to release the Contractor or their sureties from any obligations under this Contract or the performance or labor and material bond.

BID PROPOSAL FORM

PROVISION AND INSTALLATION OF A PERMANENT STAGE AT COMMUNITY PARK NORTH

Bidder: _____

Address: _____

_____

_____

Telephone: _____

Facsimile: _____

Contact Person: _____

Email Address: _____

1. The undersigned, having carefully familiarized themself with the scope of work, technical specifications, administrative requirements, and conditions affecting the cost of the materials and their performance, and having carefully examined and fully understood the Bid Documents prepared by the Municipality of Princeton, hereby accepts all terms and conditions of the Bid Documents, and hereby affirms and proposes to enter into a contract to provide all supervision, labor, materials, equipment, transportation and all other expenses required to supply, deliver and install completely the material covered by the Bid Documents for the sum indicated against the applicable bid item.

2. The undersigned acknowledges that they have carefully examined the Instructions to Bidders, Detailed Specifications, Drawings, and all Addenda acknowledged herein. Further, the undersigned has inspected the project site and fully understands the conditions affecting the work. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress and performance of the Work.

3. The undersigned hereby certifies that they have full authority to make the Proposal and does further declare that they are the only person or persons interested in this Proposal and has not entered into any collusion in preparing the Proposal.

4. If notified of acceptance of this Proposal within 60 days after the time set for opening bids, or any authorized extension of that time, the undersigned agrees to execute a contract for the Work for the stated sum in the Bid Proposal form included in the Contract Documents, and to complete the work according to the terms and conditions of the contract within the time established in the Specifications.

5. The undersigned agrees, if awarded the Contract, to mobilize and begin work within 10 business days after the Notice to Proceed and substantially complete the entire work to the satisfaction of the Owner within the time stated in the Specifications. We further represent and certify that we will provide all equipment and other items necessary to complete the Contract. We further agree that the Work shall be substantially completed and ready for final payment in accordance with the Bid Documents on or before the dates or within the number of days indicated in the Agreement.

6. The undersigned has given written notice of all conflicts, errors, ambiguities, or discrepancies that they have discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to both.

7. In accordance with N.J.S.A. 40A:11-23(c), the undersigned Bidder hereby acknowledges receipt of the following Addenda with their initials:

Addendum Number	Issue Date	Initials
Number _____		
Number _____		
Number _____		
Number _____		
If no addenda were issued, initial here:		

8. We the undersigned are created and existing under the laws of the State of _____ as a:

   [ ] Corporation

   [ ] Limited Liability Company

   [ ] Other

9. This bid proposal must be signed in the space provided for signatures below. In the case of an entity, the title of the person signing must be stated, and the signature of said person must be duly attested.

_____
Company or Firm Name

_____
Name and Title

_____
Signature Date

_____
Attest Date

BID PRICE SHEET

PROVISION AND INSTALLATION OF A PERMANENT STAGE AT COMMUNITY PARK NORTH

Item	Description	Quantity	Unit	Unit Price	Extended Price
Division 01: General Requirements					
1	Tree Protection	3	units		
Division 03: Concrete					
2	Sono tubes: 24” Diameter x 36” length	15	units		
3	Concrete Piers: 3,500psi, 0.35cy each, 15 total	4.2	C.Y.		
4	Concrete grade Beam: 3,500 psi	0.22	C.Y.		
Division 05: Metals					
5	Fabricated single line pipe handrails	2	units		
Division 06: Wood, Plastics & Composites					
6	Girders: 2x12 trtd – 160 lf total	320	BF		
7	Rim Joists: 2x12 trtd – 46 lf	92	BF		
8	Joists & Ramp Hdrs: 2x10 trtd 42-8ft; 3-6ft. – 354 lf total	590	BF		
9	Step Framing: 2x6 trtd – 329 lf	329	BF		
10	Ramp Curb: 2x4 trtd – 48 lf	32	BF		
11	Clip Angles	42	units		
12	Drilled Concrete Anchors	42	units		
13	Joist Hangers	86	units		
14	Deck Boards: 1x6 Square Edge: Field E-W edges 47 lf; Ramp Curb-23 lf	35	BF		
15	Deck Boards:1x6 square edge/grooved edge- Field: 52lf; Step/Ramp edges: 93 lf	73	BF		
16	Deck Boards: 1x6 grooved edge- Field - 34-27’; Steps-170 lf	544	BF		

17	Fascia Boards 12” square edge: Ramp inside & outside fascia – 18 lf	14	BF		
18	Fascia Boards 8” square edge: Risers-183 lf; Ramp Curb- 23 lf	78	BF		
Division 31: Earthwork					
19	General Excavation	8	C.Y.		
20	Pier & Grade beam Excavations	4.5	C.Y.		
Division 32: Exterior Improvements					
21	Landscape Fabric	58.5	YDS		
22	Stone Fill – 3/8”	6.5	C.Y.		

TOTAL BASE BID AMOUNT, IN NUMBERS	**$**
TOTAL BASE BID AMOUNT, IN WORDS	

DOCUMENT CHECKLIST FOR BID SUBMISSION

Bidders must read and initial each item to verify inclusion of required documents.

FAILURE TO SUBMIT ANY OF THESE ITEMS WITH BID IS MANDATORY CAUSE FOR REJECTION:

1. _____ Bid Bond [N.J.S.A. 40A:11-21, N.J.S.A. 40A:11-23.2(a)]
2. _____ Consent of Surety [N.J.S.A. 40A:11-22, N.J.S.A. 40A:11-23.2(b)]
3. _____ Statement of Ownership Disclosure [N.J.S.A. 52:25-24.2, N.J.S.A. 40A:11-23.2(c)]
4. _____ Listing of Subcontractors [N.J.S.A. 40A:11-16, N.J.S.A. 40A:11-23.2(d)]
5. _____ Bidder's Checklist [N.J.S.A. 40A:11-23.1(b)]
6. _____ If Applicable, Acknowledgement of Addenda [N.J.S.A. 40A:11-23.1(a), N.J.S.A. 40A:11.23.2(e)]

THE MUNICIPALITY REQUESTS THE FOLLOWING DOCUMENTS TO BE SUBMITTED WITH EACH BID:

1. _____ Non-Collusion Affidavit
2. _____ References
3. _____ New Jersey Business Registration Certificate of Bidder [N.J.S.A. 52:32-44]
4. _____ New Jersey Business Registration Certificate of All Subcontractors [N.J.S.A. 52:32-44]
5. _____ Certification of Non-Debarment for Federal Government Contracts [N.J.S.A. 52:32-44.1]
6. _____ Public Works Contractor Registration Certificate of Bidder [N.J.S.A. 34:11-56.48 et seq.]
7. _____ Public Works Contractor Registration Certificate of All Subcontractors [N.J.S.A. 34:11-56.48 et seq.]
8. _____ IRS Form W-9

The undersigned hereby acknowledges and has submitted the above-listed requirements and has reviewed the entire bid package.

Name of Bidder: _____

Authorized Representative: _____

Signature: _____

Date: _____

BID BOND

(Required form for Bid Submission)

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

_____

(Name of Bidder)

as Principal, and _____

(Name of Surety)

as Sureties, are hereby held and firmly bound unto the Municipality of Princeton, hereinafter referred to as the Owner, in the penal sum of:

_____

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

Signed this _____ day of _____, 2026.

The condition of the above obligation is such that whereas, the above-named Principal has submitted to the Owner a certain bid, attached hereto and made a part hereof, to enter into a contract in writing for:

PROVISION AND INSTALLATION OF A PERMANENT STAGE AT COMMUNITY PARK NORTH

NOW THEREFORE,

If said bid shall be accepted and the Principal shall execute and deliver a contract and Performance Bond and Labor and Material Payment Bond in the form required in the Instructions to Bidders (all properly completed in accordance with said bid) within 10 days after the Owner has notified the Principal of the acceptance of their bid, and shall in other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void; otherwise, the same shall remain in force and effect; it being expressly understood and agreed that the liability of surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

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

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

Name of Bidder

ATTEST:

By: _____
Signature

_____ _____
As to Principal (Secretary Printed Name
Of Corporation)

SEAL

_____
Title

_____ _____
As to Surety Surety

By: _____
Signature

_____
Printed Name

_____
Title

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

CONSENT OF SURETY

(Required form for Bid Submission)

All sureties must be listed in the current U.S. Department of Treasury Circular 570.

Bidder: _____

Surety: _____

Address: _____

_____

_____

Phone: _____

The undersigned consents and agrees that if the Contract which is the subject of the above named proposal is awarded to the above named bidder, it will become bound as surety and guarantor for its faithful performance, and will execute a Performance Bond in the form specified in the Instructions to Bidders, said Bond to be in an amount equal to one hundred percent (100%) of the Contract price and to be continued so as to indemnify the Municipality of Princeton against loss due to the failure of the bidder to meet the stipulation of the Performance Bond and a bond for payment for labor and materials, to guarantee payment of all persons performing or furnishing labor or materials for performance of said Contract, said Bond also to be in an amount equal to one hundred percent of the Contract price.

The undersigned further consents and agrees that if the aforesaid Contract is awarded to the above-named bidder, it will become bound as surety and guarantor for a guaranty bond for the faithful performance of the contract provisions relating to the repair and maintenance of the work of the project during the term of the bond as provided for in the Contract Documents.

IN WITNESS WHEREOF, said surety has set its seal and caused these presents to be signed by its duly authorized officers this _____ day of _____, 2026.

ATTEST: _____ SURETY: _____

By: _____

Signature

_____

Printed Name and Title

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

Part I

Check the box that represents the type of business organization.

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

Part II

Check one box.

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

OR

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

Name of Individual or Business Entity	Address

(Please attach additional sheets if more space is needed)

Part III: Disclosure of 10% or Greater Ownership in the Stockholders, Partners or LLC Members listed in Part II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that

contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

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

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

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

Part IV

Certification.

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

Full Name (Print):		Title:	
Signature:		Date:	

SUBCONTRACTOR LISTING
(required form for Bid)

In accordance with the Bid Documents and N.J.S.A. 40A:11-16, each bidder **must submit with the bid proposal** a list of subcontractors to whom the bidder will subcontract any of the work. The bidder shall list below the subcontractor(s), if any, for each category of subcontractors.

Whenever a bidder lists more than one subcontractor for any of the categories set forth below, the bidder shall also include on this form or attach a statement that sets forth the *Scope of Work* for which each subcontractor has submitted a price quote and for which the bidder has agreed to award to each subcontractor should the bidder be awarded the contract. A failure to submit this information with the bid proposal shall result in rejection of the proposal. Subcontractors must have all required professional licenses and/or permits in their possession prior to execution of the contract with The Municipality.

If no subcontractor will be engaged for a category, insert "NONE" on that line.
☐ CHECK HERE IF THE BIDDER WILL NOT SUBCONTRACT ANY OF THE WORK.

Nature of Work	Name and Address of Subcontractors	Scope of Subcontractors' Work (If more than 1 sub in a category)
A. Plumbing and Gas Fitting, and all kindred work		
B. Steam Power Plants, Steam and Hot Water Heating and Ventilating and Refrigeration Apparatus, and all kindred work		
C. Electrical Work, including any electrical power plants, tele-data, fire alarm, or security system		

D. Structural Steel and Ornamental Iron Work

_____

_____

_____

_____

E. General Construction, which shall include all other work for the completion of the project

_____

_____

_____

_____

Attach additional pages as necessary to provide the required information.

The undersigned bidder hereby certifies that, if more than one subcontractor is listed for any category of work above, each listed subcontractor has submitted a price quote for the *Scope of Work* set forth above and if awarded the general contract, the undersigned bidder shall engage the listed subcontractors to perform said work.

Bidder Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CERTIFICATION OF NON-DEBARMENT FOR FEDERAL GOVERNMENT CONTRACTS

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

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

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Physical Address of Individual or Organization	
Unique Entity ID (if applicable)	
CAGE/NCAGE Code (if applicable)	
Check the box that represents the type of business organization:	

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

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

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization	
Section A (Check the Box that applies)	
☐	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	
Physical Address	
OR	

☐	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
Section B (Skip if no Business entity is listed in Section A above)	
☐	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Physical Address	
OR	
☐	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.
Section C – Part III Certification	
I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity The Municipality. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that The Municipality is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by The Municipality to notify The Municipality in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with The Municipality, permitting The Municipality to declare any contract(s) resulting from this certification void and unenforceable.	

Full Name (Print):		Title:	
Signature:		Date:	

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities	
Section A	
☐	Below is the name and address of the corporation(s) in which the **Organization listed in Part I** owns more than 50 percent of voting stock, or of the partnership(s) in which the **Organization listed in Part I** owns more than 50 percent interest therein, or of the limited liability company or companies in which the **Organization listed above in Part I** owns more than 50 percent interest therein, as the case may be.

Name of Business Entity	**Physical Address**

OR	
☐	The **Organization listed above in Part I** does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.
Section B (skip if no business entities are listed in Section A of Part IV)	
☐	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).

Name of Business Entity Controlled by Entity Listed in Section A of Part IV	**Physical Address**
OR	
☐	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.

Section C – Part IV Certification

I hereby certify that the **Organization listed above in Part I** does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that The Municipality is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by The Municipality to notify The Municipality in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with The Municipality, permitting The Municipality to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____of full age, being duly sworn according to law on my oath depose and say that:

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

I further warrant that no person or 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 _____.

Subscribed and sworn to
before me this day

_____, 2026

_____
Notary public of

My Commission expires _____

(Seal)

_____
Signature of affiant

_____
Type or print name of affiant

REFERENCES

Bidders must provide three (3) references.

NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE NUMBER _____

FAX NUMBER _____

DESCRIPTION OF WORK _____

_____

NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE NUMBER _____

FAX NUMBER _____

DESCRIPTION OF WORK _____

_____

NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE NUMBER _____

FAX NUMBER _____

DESCRIPTION OF WORK _____

_____

DOCUMENT CHECKLIST FOR CONTRACT AWARD AND CLOSEOUT

Bidders must read and initial each item to verify understanding of required documents.

THE FOLLOWING ITEMS SHALL BE REQUIRED AFTER NOTICE OF AWARD, PRIOR TO SIGNING CONTRACT:

1. _____ EEO/ AA Form AA-201 [N.J.S.A. 10:5-32, N.J.A.C. 17:27-3.1, N.J.A.C. 17:27-4.2]

THE FOLLOWING ITEMS SHALL BE REQUIRED FROM THE SUCCESSFUL BIDDER AFTER THE AWARD OF THE CONTRACT:

1. _____ Performance Bond
2. _____ Labor and Materials (Payment) Bond
3. _____ Certificate of Insurance
4. _____ Signed Contracts

THE FOLLOWING ITEMS SHALL BE REQUIRED FROM THE CONTRACTOR AND APPROVED BY THE MUNICIPALITY PRIOR TO CLOSEOUT OF THE CONTRACT:

1. _____ Consent of Surety to Final Payment
2. _____ Contractor's Release and Affidavit
3. _____ Maintenance Bond
4. _____ Manufacturer's Warranties, if applicable

The undersigned hereby acknowledges the above-listed requirements and has reviewed the entire bid package.

Name of Bidder: _____

Authorized Representative: _____

Signature: _____

Date: _____

PERFORMANCE BOND
(Required form for Contract Execution)

KNOW ALL MEN BY THESE PRESENTS:

That we, the Undersigned_____

_____

(Insert the name or legal title and address of the Contractor)

as Principal, and_____

_____

(Insert the legal title of Surety)

a corporation organized and existing under the laws of the State of _____ as Surety are held and firmly bound unto The Municipality as Obligee, in the full and just sum of _____(Dollars) ($_____) lawful money of the United States of America, to be paid to the said Obligee or its attorney, successors or assigns, to the payment of which sums well and truly to be made, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

Whereas, said Principal has entered into a certain Contract with said Obligee, dated _____, 2026, (hereinafter called the Contract) for **PROVISION AND INSTALLATION OF A PERMANENT STAGE AT COMMUNITY PARK NORTH** which Contract and the Contract Documents for said work shall be deemed a part hereof as fully as if set forth herein.

Now, therefore, the condition of the Bond shall be such that:

If the Principal shall well, truly and faithfully comply with and perform the Contract in accordance with the Contract Documents, at the time and in the manner provided in the Contract and in the Contract Documents, and if the principal shall satisfy all claims and demands incurred in or related to the performance of the Contract by the Principal and if the Principal shall indemnify completely and shall save harmless the Obligee from any and all costs and damages which the Obligee may sustain or suffer by reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to the Obligee any and all costs and expenses which the Obligee may incur by reason of any such default or failure of the Principal, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect.

The Principal and the Surety agree that any alterations, changes or additions to the Contract Documents, and/or any alterations, changes or additions to the work to be performed under the Contract in accordance with the Contract Documents, and/or any alterations, changes or additions to the Contract, and/or any giving by the Obligee of any extensions of time for the performance of the Contract in accordance with the Contract Documents and/or any act of forbearance of either the principal or the Obligee toward the other with respect to the Contract Documents and the Contract and/or the reduction

of any percentage to be retained by the Obligee as permitted by the Contract Documents and by the Contract shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability under the Bond; and the Surety, for value received does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

If the Owner and the Principal participate in Alternate Dispute Resolution, then the surety shall become a party thereto and be bound by the results of the Alternate Dispute Resolution.

Signed and sealed this____day of_____, 2026.

ATTEST:

_____

_____
Principal

By: _____

_____
Title

ATTEST:

_____

_____
Surety

By: _____

_____
Title

(Power-of-Attorney, and certificate of authority certified and effectively dated, for person signing for surety company and a financial statement must be attached.)

LABOR AND MATERIAL PAYMENT BOND
(Required Form for Contract Execution)

This bond is to be provided simultaneously with a Performance Bond in favor of the Owner conditioned on the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned_____

_____

(Insert the name or legal title and address of the Contractor)

as PRINCIPAL, and _____

_____

(Insert the legal name of SURETY)

a corporation organized and existing under the laws of the State of _____ as SURETY are held and firmly bound unto the Owner, the Municipality of Princeton as OBLIGEE, for the use and benefit of CLAIMANTS HEREIN BELOW described in the full and just sum of _____ Dollars ($_____) lawful money of the United States of America, to be paid to the said OBLIGEE, or its attorney, successors or assigns, to the payment of which sums well and truly to be made, the said PRINCIPAL and SURETY bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, said PRINCIPAL has entered into a certain CONTRACT with said OBLIGEE, dated _____, 2026, (Hereinafter called the CONTRACT) for:

PROVISION AND INSTALLATION OF A PERMANENT STAGE AT COMMUNITY PARK NORTH

which CONTRACT and the CONTRACT DOCUMENTS for this WORK shall be deemed a part hereof as fully as if set forth herein.

NOW, THEREFORE, the condition of this Bond shall be such that:

If the Principal shall promptly pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations, for labor performed and materials, provisions, provender, or other supplies, fuels, oils, implements or machinery furnished, used or consumed or reasonably required in the carrying forward, performing or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materialman, laborer, person, firm or corporation 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 of all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The 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 any way affect the obligation of said SURETY on its bond.

This Bond is given in compliance with the requirements of N.J.S.A. 2A:44-143 et seq.

The following obligation, however, is limited by the following conditions:

1. Any person who may be a beneficiary of this payment bond, and who does not have a direct contract with the Contractor furnishing the bond shall, prior to commencing any work, provide written notice to the Contractor by certified mail or otherwise, provided that they shall have proof of delivery of same, that said person is a beneficiary of the bond. If a beneficiary fails to provide the required written notice, the beneficiary shall only have rights to the benefits available hereunder from the date the notice is provided.
2. Any beneficiary under this bond to whom money shall be due on account of having performed any labor or furnished any materials, provisions, provender or other supplies, or teams, fuels, oils, implements or machinery in, upon, for or about the construction, erection, alteration or repair of any public building or other public work or improvement, shall, at any time before the expiration of one year from the last date upon which such beneficiary shall have performed actual work or delivered materials to the project, in the case of a material supplier, furnish the surety a statement of the amount due to such beneficiary.
3. No action shall be brought against the surety until the expiration of ninety (90) days after provision to the surety and Contractor of the statement of the amount due to the beneficiary, but in no event later than one year from the last date upon which such beneficiary shall have performed actual work or delivered materials to the project.

Signed and sealed this _____day of_____, 2026.

ATTEST: _____
Principal

_____ By: _____

_____
Title

ATTEST: _____
Surety

_____ By: _____
Title

(Power of Attorney, and certificate of authority certified and effectively dated, for person signing for surety company, and a financial statement and Surety Disclosure Statement and Certification must be attached.

MAINTENANCE BOND

(Required Form for Contract Closeout)

(Power of Attorney, and certificate of authority certified and effectively dated, for person signing for surety company, and a financial statement and Surety Disclosure Statement and Certification must be attached.)

KNOWN ALL MEN BY THESE PRESENTS, that we, _____ as Principal, and _____as Surety, are held and firmly bound unto t**he Municipality of Princeton**, as Owner, in the penal sum of _____Dollars ($_____) **(Fifteen (15%) percent** of the contract sum) for 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 THE ABOVE OBLIGATION IS SUCH, that whereas, the Principal did on _____, 2026, enter into a Contract with the Owner for:

PROVISION AND INSTALLATION OF A PERMANENT STAGE AT COMMUNITY PARK NORTH

which said Contract is made a part of this Bond as though set forth herein:

NOW, if the said Principal shall remedy without cost to the Owner any defects which may develop during a period of **two (2) years** from the date of final completion for the work performed under the said Contract and acceptance, provided such defects, in the judgment of the Owner are caused by defective or inferior materials or workmanship, then this obligation shall be void, otherwise it shall be and remain in full force and effect.

The said Surety hereby stipulates and agrees that no modifications, deletions or additions in or to the terms of the said contract or the Drawings or Specifications therefore shall in any way affect its obligation on this Bond.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this bond under seal this _____ day of _____, 2026.

ATTEST: PRINCIPAL:

_____

_____ By: _____

Signature (Type or Print Name)

ATTEST: SURETY:

_____ _____

By: _____

Signature (Type or Print Name)

CONSTRUCTION AGREEMENT
FOR:
PROVISION AND INSTALLATION OF A PERMANENT STAGE AT COMMUNITY PARK NORTH

THIS AGREEMENT, made the ____ day of _____, 2026, by and between THE MUNICIPALITY OF PRINCETON, a municipal corporation of the State of New Jersey, with offices at 400 Witherspoon Street, Princeton, New Jersey, 08540 ("MUNICIPALITY") and _____("CONTRACTOR").

In connection with the CONTRACTOR's bid proposal, dated _____, and the MUNICIPALITY's notice of award of same, dated _____, the MUNICIPALITY and CONTRACTOR hereby agree as follows:

1. Scope of Work
   The CONTRACTOR hereby agrees to furnish the services specified in the Contract Documents in accordance with the terms of CONTRACTOR's bid proposal.

2. Time of Completion
   A. The work to be performed under this Contract shall be commenced and completed as set forth in the Notice to Proceed to be provided by the MUNICIPALITY.

   B. Failure to complete the work within the number of calendar days set forth in the Notice to Proceed, including any extension granted thereto as determined by the MUNICIPALITY, shall entitle the MUNICIPALITY to liquidated damages as set forth in the Contract Documents.

   C. It is also agreed that the acceptance of the final payment by the CONTRACTOR shall be considered as a release in full of all claims against the MUNICIPALITY arising out of or by reason of performance or non-performance of the CONTRACTOR's obligations under this contract.

3. Contract Sum
   Based upon the unit prices and/or lump sum set forth in the bid proposal, the amount of the Contract, subject to adjustments made in accordance with the Contract Documents is

   _____.

4. Hold Harmless Agreement
   The CONTRACTOR agrees to indemnify, defend and hold harmless the MUNICIPALITY, its officers, agents, employees and consultants in accordance with Section 43 of the Instructions to Bidders.

5. Payment to Contractor
   In consideration of the CONTRACTOR's agreements set forth herein, the MUNICIPALITY hereby agrees to pay the CONTRACTOR for the work, when completed in accordance with the specifications at the unit prices or lump sum prices bid for the respective items, the same payments to be made in accordance with the provisions contained in the Contract Documents.

6. Contract Documents
   The Contract Documents as defined in the Instructions to Bidders are incorporated herein and made a part hereof by reference.

7. Affirmative Action Regulations
   The CONTRACTOR specifically agrees to comply with the affirmative action requirements set forth in the Instructions to Bidders, which requirements are incorporated herein and made a part hereof by reference.

8. Prevailing Wage Rates
   The CONTRACTOR specifically agrees to comply with the Prevailing Wage Rate requirements set forth in Section 10 of the Instructions to Bidders, which requirements are incorporated herein and made part hereof by reference.

9. This agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior written consent of the MUNICIPALITY.

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

ATTEST: THE MUNICIPALITY OF PRINCETON

_____ By: _____

Dawn M. Mount, Municipal Clerk Mark Freda, Mayor

ATTEST or WITNESS: CONTRACTOR

_____ By: _____

CONSENT OF SURETY TO FINAL PAYMENT
(Required Form for Contract Closeout)

IN ACCORDANCE with the provisions of the Agreement for: **PROVISION AND INSTALLATION OF A PERMANENT STAGE AT COMMUNITY PARK NORTH**

dated_____

between the Municipality of Princeton and_____
(Contractor)

_____, Surety on the Labor and
(Surety)

Payment Bond of _____
(Contractor)

after a careful examination of the books and records of said Contractor or after receipt of an affidavit from Contractor, which examination or affidavit satisfied Surety that claims for labor and materials have been satisfactorily settled, hereby approves of the final payment of the said Contractor, and by these presents agrees that payment to the Contractor of the final payment shall not relieve Surety of any of its obligations to the Municipality of Princeton as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF, said Surety has hereunto set its hand and seal this _____day of _ _____, 2026.

ATTEST:

_____

SURETY COMPANY:

By: _____
(Signature of Authorized Representative)

Title: _____

(SEAL) _____

CONTRACTOR'S RELEASE AND AFFIDAVIT
(Required Form for Contract Closeout)

KNOW ALL MEN BY THESE PRESENTS THAT:

_____
(Contractor)
of _____County and State of_____,
hereinafter referred to as "Contractor", does hereby acknowledge that they have received this day of and from the Municipality of Princeton the sum of _____ _____ Dollars ($_____) and other valuable consideration in full satisfaction and payment of all sums of money owing payable and belonging to said Contractor by means whatsoever, for on account of a certain agreement hereinafter called the Contract, between the Municipality of Princeton and said contractor, for: **PROVISION AND INSTALLATION OF A PERMANENT STAGE AT COMMUNITY PARK NORTH,** dated_____.

NOW, THEREFORE, said Contractor (for myself, my heirs, executors and administrators) (for itself, its successors and assigns) does by these presents remise, release, quit-claim and forever discharge the Municipality of Princeton, its officers, employees, agents, consultants, successors and assigns, of and from all claims and demands arising from or in connection with said Contract dated _____ _____.

IN WITNESS WHEREOF, _____
(Contractor)
has caused these presents to be duly executed this _____ day of _____, 2026.

Signed, sealed and delivered
in the presence of:

_____ _____(SEAL)
(Individual)

_____(SEAL)
(Partnership Contractor)

_____ By:_____(SEAL)
(Partner)

ATTEST: _____(SEAL)

_____
(Secretary) By:_____
(President or Vice President)

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)
N.J.A.C. 17:27 et seq.

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 take affirmative action to ensure that such applicants are recruited and employed, 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 action 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, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. l7:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. l7:27-7.3. 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 attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. 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 the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, 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 or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved 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 consistent with the applicable county employment goals:

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

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

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

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

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;

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

(i) 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 determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not

consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

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

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

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

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

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

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter l0 of the Administrative Code (NJAC 17:27).**

It is the policy of the Municipality of Princeton that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the Municipality of Princeton to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the Municipality of Princeton's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the Division of Purchase and Property's contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.
Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at http://NJ.gov/JobCentralNJ;

2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;

3. The Contractor shall actively solicit and shall provide the Division of Purchase and Property with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and

4. The Contractor shall provide evidence of efforts described at 2 above to the Division of Purchase and Property no less frequently than once every 12 months.

5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

This language is in addition to and does not replace good faith efforts requirements for construction contracts required by N.J.A.C. 17:27-3.6, 3.7 and 3.8, also known as Exhibit B.

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the Municipality of Princeton (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. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner’s grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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