

Borough of Milltown  
39 Washington Ave.  
Milltown, NJ 08850  
(732)828-2100

## Notice to Bidders

Generally

N.J.S.A. 40A:11-23

Competitive Contracting Solid Waste

N.J.S.A. 40A:11-4.5a

N.J.S.A. 40A:11-23a

### BOROUGH OF MILLTOWN NOTICE TO BIDDERS

Notice is hereby given that separate sealed bids will be received by the Borough Council of the Borough of Milltown, Middlesex County, New Jersey for the **IMPROVEMENTS TO TRACEY DRIVE** as more particularly described in the Bid Specifications and Bid Proposal Forms. Due to the current situation, the Borough is closed to the public, but is still accepting mail deliveries through USPS, UPS and FedEx. All submissions must be submitted through a mail carrier, Drop-Offs will not be accepted. All bids shall be mailed in to the Borough Clerk, 39 Washington Ave. Milltown, NJ 08850. The Municipal Building in Milltown is closed to the Public until further notice. As such, the opening of the RFPs will be broadcast. A link to the broadcast will be available on the Borough website at <https://milltownnj.org/269/Bids-and-Requests-for-Proposals>. Bids will be opened on Wednesday July 1, 2020 at 2:00 pm. No bids will be received after the specified time and date.

Specifications and Proposal Sheets may be viewed and obtained by download on the Borough website at <https://www.milltownnj.org/FormCenter/Clerks-Office-Forms-5> until 48 hours prior to the time set for the opening of bids. Paper copies of the bid documents will not be provided.

Bids must be made on the standard proposal form(s) in the manner designated therein and required by the Specifications and must be enclosed in a sealed envelope bearing the name and address of the bidder and clearly labeled "**BID for IMPROVEMENTS TO TRACEY DRIVE**" on the outside of the envelope. Please include one original and one digital copy of the bid. All envelopes shall be addressed to the Borough Clerk of the Borough of Milltown. Each bid must be accompanied by a certified check, cashier's check or bid bond in the amount of 10% (ten percent) of the amount of the bid and must be accompanied by a Certificate of Surety and a copy of a valid Business Registration Certificate. Electronic versions CANNOT be e-mailed to the Municipal Clerk.

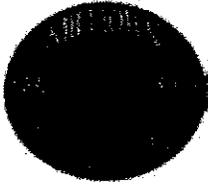
The Borough Council of the Borough of Milltown reserves the right to waive any informality in bidding and the right to reject any or all bids if deemed to be in the best interest of the Borough to do so, and reserves the right to hold the bids and proposal guarantees of the 3 (three) lowest regular bidders for 60 (sixty) days before making an award of contract and each bidder agrees that he will not withdraw the bid for that period of time.

Bidder is required to comply with all applicable Laws and Regulations including P.L. 1975, C.127 (Affirmative Action), P.L. 1999, C.238 (Public Works Contractor Registration) and P.L. 1963, C. 150 (Prevailing Wages), if applicable.

Bidder is required to comply with the requirements of N.J.S.A. 10:5-31 et seq and N.J.A.C. 17:27. Bidder is advised of the responsibility to comply with the provisions of N.J.S.A. 19:44a-

20.13. Bidder is required to submit with its bid a valid Business Registration Certificate issued by the State of New Jersey. (N.J.S.A. 52:32-44)

Gabriella Siboni, RMC  
Municipal Clerk



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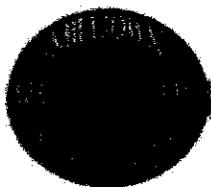
## Requirements for Bid Submission

As is mandated by these technical and general specifications, attached hereto and included herewith are the following

1. Bid Proposal Form
2. Consent of Surety. A certificate of a surety company licensed to do business in New Jersey that it will become surety for the bidder as provided in these specifications, or a letter from a commercial bank certifying that it will issue an Irrevocable Commercial Domestic Letter of Credit to the Borough in the amount required if the contract is awarded to the bidder.
3. Stockholder Disclosure Certification
4. Price and Technical Specifications
5. Affirmative Action Affidavit or Certificate of Employee Information Report or Evidence of Affirmative Action Compliance
6. General Requirements
7. Acknowledgement of Receipt of Changes to Bid Documents
8. Affidavit of Non Collusion
9. Completed Checklist
10. All other documents required in the bid specifications
11. The Business Registration Certificate issued by the State of New Jersey, Department of Treasury/ Division of Revenue.
  - a. **Note: if subcontractors shall be used in connection with the performance of the contract, the Business Registration Certificates of all subcontractors must accompany the bid at the time of the bid submission**
12. A certified check, Cashier's Check or Bid Bond in the amount of 10% (ten percent) of the amount required performance bond. Such bond or check shall be made payable to the Borough of Milltown. The bonds or checks of unsuccessful bidders shall be returned upon the awarding of the contract. The bond and check of the successful bidder shall be returned upon the execution of the contract and the posting of the required performance bond by the successful bidder. In the event of the successful bidder's failure to execute the contract or post sufficient bond on form approved by the Borough of Milltown, the award of the contract shall be, at the option of the Borough Council, a nullity and said bond, cash or check shall not be returned to the bidder but shall be retained and used by the Borough of Milltown to defray its expenses in the awarding of the contract.

### **RESERVATION OF RIGHT TO REJECT BIDS**

The Borough Council reserves the right to reject any and all bids if deemed in the best interest of the Borough to do so and to hold all bids and proposal guarantees for 60(sixty) days before making an award of contract and the bidder agrees that he/she will not withdraw the bid for that period of time



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# Bid Document Checklist

Construction Projects

N.J.S.A. 52:34-15

Goods and Services

Not required by law

### Submission Requirement

Initial Each Required Entry  
and submit the item

- Bid Proposal Form  
(Including price and technical specifications) nd
- Bid Guarantee  
(With Power of Attorney for full amount of Bid Bond) nd
- Consent of Surety  
(With Power of Attorney for full amount go Bid Price) nd
- Stockholder Disclosure Certification nd
- Acknowledgement of Receipt of Addenda nd
- Public Works Contractor Registration Certificate nd
- Non-Collusion Affidavit nd
- Disclosure of Investment Activities in Iran nd
- Prevailing Wage nd
- Equipment Certification nd
- Proof of Business Registration nd
- Mandatory Affirmative Action Language nd
- Americans with Disabilities Act of 1990 Language nd
- Status of Present Contracts nd
- References nd
- All documents set forth in the Bid Specifications nd
- Completed Checklist nd

**Acknowledged for:**

Company Name of Bidder:

DeSantis Construction, Inc

**By:**

Name of Authorized Agent

Dominick DeSantis

Title of Authorized Agent

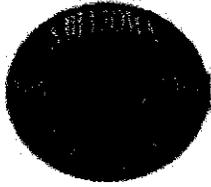
President

Signature of Authorized Agent

[Signature]

Date

7-1-2020



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# Acknowledgement of Receipt of Addenda

N.J.S.A. 40A:11-23c. 1), 2), & 3)

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> <u>(Initial)</u>



No Addenda were Received

**Acknowledged for:**

Company Name of Bidder:

DeSantis Construction, Inc

**By:**

Name of Authorized Agent

Dominick DeSantis

Title of Authorized Agent

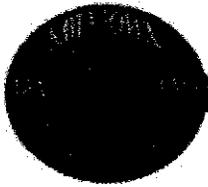
President

Signature of Authorized Agent

[Handwritten Signature]

Date

7-1-2020



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# Bid Guarantee

N.J.S.A. 40A:11-21

A Certified Check or Cashier's Check or Bid Bond in the amount of ten (10%) percent of the amount of the required performance bond must be submitted. Such bond or check shall be made payable to the Borough of Milltown. The bonds or checks of unsuccessful bidders shall be returned upon the awarding of the contract.

The bond and check of the successful bidder shall be returned upon the execution of the contract and the posting of the required performance bond by the successful bidder.

In the event of the successful bidder's failure to execute the contract or post sufficient bond in a form approved by the Borough of Milltown, the award of the contract shall be, at the option of the Borough Council, a nullity and said bond, cash or check shall not be returned to the bidder, but shall be retained and used by the Borough of Milltown to defray its expenses in the awarding of the contract.

To: Borough of Milltown

Re: DeSantis Construction, Inc  
Contractor

Project: IMPROVEMENTS TO TRACEY DRIVE

### Bid Guarantee in the Form of:

Certified Check      Check # \_\_\_\_\_ Amount \_\_\_\_\_

Cashier's Check      Check # \_\_\_\_\_ Amount \_\_\_\_\_

Bid Bond      Bid Bond # \_\_\_\_\_ Amount 10% of amount bid, not to exceed 20,000.<sup>00</sup>



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# Consent of Surety

N.J.S.A. 40A:11-22

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, consent of surety in substantially in the following form:

To: Borough of Milltown

Re: \_\_\_\_\_  
Contractor

Project: IMPROVEMENTS TO TRACEY DRIVE

This is to certify that that \_\_\_\_\_  
Surety Company

will provide to the Borough of Milltown a performance bond in the full amount of awarded contract in the event that said contractor is awarded a contract for the above project

Contractor \_\_\_\_\_

Authorized Agent of Surety Company \_\_\_\_\_

Date \_\_\_\_\_

**CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.**

*See Attached*



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# Stockholder Disclosure Certification

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33)

Name of Business

I certify that the list below contains the names and home addresses of all stockholders holding 10% (ten percent) or more of the issued and outstanding stock of the undersigned

OR

I certify that no one stockholder owns 10% (ten percent) or more of the issued and outstanding stock of the undersigned.

Check the Box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and Notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders

Name	Street Address	Town	State	Zip code
Dominick DeSantis	PO Box 6030	Somerset	NJ	08875
Laurie DeSantis	PO Box 6030	Somerset	NJ	08875

Sworn and subscribed before me this  
1<sup>st</sup>  
day of July, 2020

Affiant

Charlott Marie Murose  
Notary Public  
NJ

Dominick DeSantis - President  
Print name and Title of Affiant

My Commission Expires: Oct 5, 2020

Corporate Seal



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**Affidavit of Non-Collusion**  
N.J.S.A. 52:34-15

State of New Jersey  
County of Middlesex

**Owner:** Borough of Milltown

**Work:** Improvements to Tracey Drive

The undersigned, of full age, being duly sworn according to law on my oath depose and say: that I am of the firm making the Bid, that I executed the Bid with full authority to do so; that 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 Work; and that all statements contained in the Bid and in this affidavit are true and correct and made with full knowledge that Owner relies upon the truth of the statements contained in the Bid and in the statements contained in this affidavit in an award of a contract of the Work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure a contract upon an agreement or understanding for a commission, percentage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Bidder in accordance with N.J.S.A. 52:34-15.

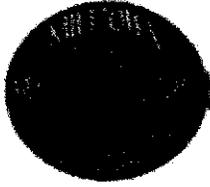
Company Name of Bidder: DeSantis Construction, Inc

**By:**  
Name of Authorized Agent Dominick DeSantis

Title of Authorized Agent President

Signature of Authorized Agent [Handwritten Signature]

Date 7-1-2020



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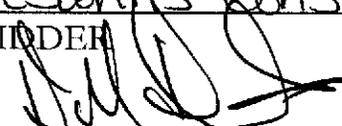
### Certificate of Experience

Dominick DeSantis hereby

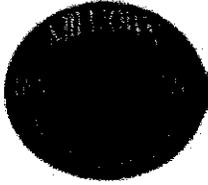
certify that DeSantis Construction, Inc.

have performed the following work within the last five (5) years:

Year	Type of Work	Contract Amount	Name and Address of Owner
	See Attached		

DeSantis Construction, Inc  
 BIDDER  
  
 BY Dominick DeSantis  
President  
 TITLE





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**Affirmative Action Compliance  
Notice  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
Goods and Services Contracts  
(Including Professional Services)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);  
OR
- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;  
OR
- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

Company Name of Bidder: DeSantis Construction, Inc

By: Name of Authorized Agent Dominick DeSantis

Title of Authorized Agent President

Signature of Authorized Agent [Handwritten Signature]

Date 7-1-2020



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## Mandatory Affirmative Action Language for Construction Contracts Exhibit B

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)  
N.J.A.C. 17:27

### 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. 17:27-7.3; 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. 17:27-7.3. 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:

- (1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area 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 10 of the Administrative Code (NJAC 17:27).

Company Name of Bidder: DeSantis Construction, Inc

By: Name of Authorized Agent Dominick DeSantis

Title of Authorized Agent President

Signature of Authorized Agent [Handwritten Signature]

Date 7-1-2020



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# Mandatory Language Americans with Disabilities Act of 1990

Title II of the Americans with Disabilities Act of 1990 (42  
U.S.C. S121 01 et seq.)

## APPENDIX A

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

The contractor and the **Borough of Milltown** (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.

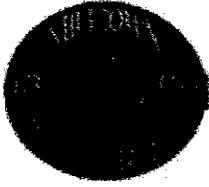
Company Name of Bidder: DeSantis Construction, Inc

By: Dominick DeSantis  
Name of Authorized Agent

Title of Authorized Agent President

Signature of Authorized Agent [Signature]

Date 7-1-2020



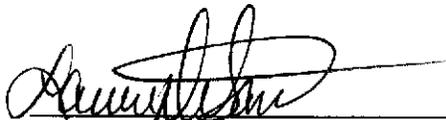
Borough of Milltown  
39 Washington Ave.  
Milltown, NJ 08850  
(732)828-2100

### Resolution of Authorization if Bidder is a Corporation

RESOLVED that Dominick DeSantis  
be authorized to sign and submit the bid or proposal of this corporation for this project, and to include in such bid or proposal the certificate as to non-collusion as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury. If awarded the contract(s), said individual is also authorized to sign and execute the Contract Agreement as the act and deed of such corporation.

The foregoing is a true and correct copy of the resolution  
adopted by DeSantis Construction, Inc  
at a meeting of its Board of Directors held on the 1<sup>st</sup>  
day of January, 2020.

SEAL OF CORPORATION

  
Secretary Laurie DeSantis



**Borough of Milltown**  
 39 Washington Ave.  
 Milltown, NJ 08850  
 (732)828-2100

**Public Works Contractor Registration**  
 N.J.S.A. 34:11-56.48

- All named contractors in a bid proposal (including out of state contractors) must be registered with the Department of Labor's Division of Wage and Hour Compliance at the time Proposals are received by the public entity.
- Certificates for all contractors must be accompany the bid at the time of bid submission.
- All named sub-contractors must be registered with the Department of Labor pursuant to the PWCRA at the time the proposal is received, or the proposal will be determined to be non-responsive
- Any non-listed sub-contractor must be registered with the Department of Labor prior to physically starting work.

**List of Contractors and Subcontractors; A CERTIFICATE MUST BE PROVIDED FOR THOSE LISTED**

**1. Plumbing, Gas Fitting Kindred Work**

Company Name

None

Contracted for:

Address of Company

Address

PO Box

Town

State

Zip

Phone Number

E-mail

**2. Steam Power Plants, Steam & Hot water heating & ventilating & refrigeration apparatus**

Company Name

None

Contracted for:

Address of Company

Address

PO Box

Town

State

Zip

Phone Number

E-mail

**3. Electrical Work (electrical power plants, tele-data, fire alarm and security system**

Company Name

None

Contracted for:

Address of Company

Address

PO Box

Town

State

Zip

Phone Number

E-mail

**4. Structural Steel and Ornamental Iron Work**

Company Name

None

Contracted for:

Address of Company

Address

PO Box

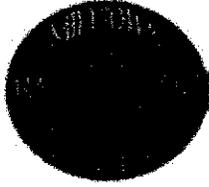
Town

State

Zip

Phone Number

E-mail



Borough of Milltown  
39 Washington Ave.  
Milltown, NJ 08850  
(732)828-2100

# Disclosure of Investment Activities in Iran

Public Law 2012, c. 25

Pursuant to Public law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c.25, that the person or entity listed below for which I am authorized to bid/ renew:

- Is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers or products used to construct or maintain pipe lines used to transport oil or liquefied natural gas, for the energy sector of Iran
- AND**
- Is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.**  
You must provide, accurate and precise description of the activities of the bidding person/ entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name \_\_\_\_\_ Relationship to Bidder/ Offeror \_\_\_\_\_

Description of Activities None

Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_

Bidder/ Offeror Contact Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

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

**Acknowledged for:**

Company Name of Bidder:

DeSantis Construction, Inc

**By:**

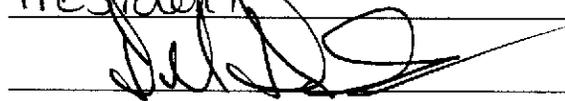
Name of Authorized Agent

Dominick DeSantis

Title of Authorized Agent

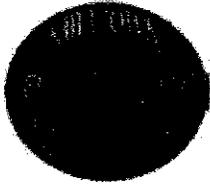
President

Signature of Authorized Agent



Date

7-1-2020



Borough of Milltown  
39 Washington Ave.  
Milltown, NJ 08850  
(732)828-2100

**Request for Prevailing Wage  
Determination**  
N.J.S.A. 34:11-56.25 et seq

To: Borough of Milltown

Project: IMPROVEMENTS TO TRACEY DRIVE

**Prevailing Wage Request Information**

Date May 15, 2020  
Confirmation Number 74649

The term "public work" means construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under a contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program. This also includes off-site workers who custom fabricate plumbing, heating, cooling, ventilation, or exhaust duct systems and mechanical insulation as part of a public works project. [N.J.S.A. 34:11-56.26(5)]

"Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds, if, at the time of the entering of the contract:

- **Not less than 55% of the property or premises is leased by a public body or is subject to an agreement to be subsequently leased by the public body; and**
- The portion of the property or premises that is leased or subject to an agreement to be subsequently leased by the public body measures more than 20,000 square feet. [N.J.S.A. 34:11-56.26(5)(a)(b)]

Public Law 2004, Chapter 101 took effect on July 14, 2004. This law, N.J.S.A. 34:11-56.26(5), adds to existing prevailing wage requirements off-site workers who custom fabricate plumbing, heating, cooling, ventilation, or exhaust duct systems and mechanical insulation as part of a public works project.

SCOPE OF ALLOWANCE FOR WORK NOT SPECIFIED ITEM

The contractor shall make an allowance in his bid for any modifications or additions associated with construction of the project including any material, services or appurtenances not specifically described in the specifications but as required to satisfactorily complete the project. All work must be ordered by the Engineer to qualify for payment. This item is intended to be utilized to compensate the contractor for any unknown areas of the work.

The contractor will be paid from the allowance based on a mutually agreeable price between the contractor and the Engineer prior to commencing work not specified as ordered by the Engineer in writing.

The contractor shall allow \$10,000.00 for this item to cover the work. Nothing herein shall constitute a guarantee that the contractor is entitled to payment of the full allowance. If no work is done under this item, the full amount of \$10,000.00 shall not be paid by the Owner to the contractor. To qualify for payment, work must be ordered by the engineer in writing.

## IMPROVEMENTS TO TRACEY DRIVE

## BOROUGH OF MILLTOWN

C4. THE BIDDER WILL SATISFACTORILY COMPLETE THE WORK ON THIS CONTRACT FOR THE FOLLOWING PRICES

ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY	UNIT PRICE		EXTENDED PRICE	
			DOLLARS	CENTS	DOLLARS	CENTS
1	Mobilization	LUMP SUM	13,000.00		13,000.00	
2	Breakaway barricade	2 UN ±	.01		.02	
3	Drum	16 UN ±	.01		.16	
4	Traffic cone	36 UN ±	.01		.36	
5	Construction signs	36 SF ±	16.00		576.00	
6	Traffic director, municipal police allowance	ALLOWANCE	\$10,000.00		\$10,000.00	
7	Allowance for asphalt price adjustment	DOLLAR	\$5,000.00		\$5,000.00	
8	Allowance for fuel price adjustment	DOLLAR	\$5,000.00		\$5,000.00	
9	Clearing site	LUMP SUM	\$15,000.00		\$15,000.00	
10	Remove existing curb or curb and gutter (including sawcutting)	1991 LF ±	5.50		10,950.50	
11	Remove existing sidewalks	6000 SF ±	5.50		33,000.00	
12	Remove and reset existing brick walk/pavers (If and where ordered)	20 SF ±	25.00		500.00	
13	Remove and replace roadway base (If and where ordered)	655 SY ±	32.00		20,960.00	
14	Excavation, unclassified (If and where ordered)	20 CY ±	28.00		560.00	
15	Driveway excavation, unclassified	77 CY ±	40.00		3,080.00	

## IMPROVEMENTS TO TRACEY DRIVE

## BOROUGH OF MILLTOWN

C4. THE BIDDER WILL SATISFACTORILY COMPLETE THE WORK ON THIS CONTRACT FOR THE FOLLOWING PRICES

ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY	UNIT PRICE		EXTENDED PRICE	
			DOLLARS	CENTS	DOLLARS	CENTS
16	Excavation unclassified, test pit (If and where ordered)	29 CY ±	100.	00	2900.	00
17	Dense graded aggregate base course (If and where ordered)	10 CY ±	50.	00	500.	00
18	HMA milling, 3" or less	2884 SY ±	5.	36	15,458.	24
19	Hot mix asphalt 9.5M64 surface course	339 TON ±	98.	70	33,459.	30
20	Hot mix asphalt 19M64 base course (If and where ordered)	20 TON ±	150.	00	3,000.	00
21	Polymerized joint adhesive	3319 LF ±	2.	00	6638.	00
22	6" dia. smooth wall interior, corrugated, perforated polyethylene tubing (PPT) underdrains with filter fabric, stone backfill for subsurface drains, bedding and backfill	1903 LF ±	28.	00	53,284.	00
23	Connect leader or sump drains to proposed 6" dia. PPT underdrain including fittings, cleanout and brass cap	28 UN ±	1,000.	00	28,000.	00
24	Handhole with casting	13 UN ±	300.	00	3900.	00
25	Reset existing casting	7 UN ±	750.	00	5250.	00
26	Bicycle safe grate	7 UN ±	300.	00	2100.	00
27	Curb piece type N-ECO	6 UN ±	300.	00	1800.	00

## IMPROVEMENTS TO TRACEY DRIVE

## BOROUGH OF MILLTOWN

C4. THE BIDDER WILL SATISFACTORILY COMPLETE THE WORK ON THIS CONTRACT FOR THE FOLLOWING PRICES

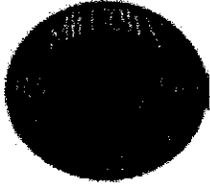
ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY	UNIT PRICE		EXTENDED PRICE	
			DOLLARS	CENTS	DOLLARS	CENTS
28	Reset manhole casting using new casting and cover	3 UN ±	275.00		825.00	
29	Concrete sidewalk, 4" thick	6099 SF ±	10.00		60,990.00	
30	Concrete driveways and aprons, reinforced, 6" thick (including bedding)	2495 SF ±	11.50		28,692.50	
31	Hot mix asphalt driveway, 2" thick (If and where ordered)	60 SY ±	45.00		2700.00	
32	Detectable warning surface	5 SY ±	300.00		1500.00	
33	Concrete curb and gutter	1991 LF ±	30.00		59,730.00	
34	Traffic stripes, long life, "thermoplastic", 4" wide with glass beads	110 LF ±	2.75		302.50	
35	Traffic stripes, long life, "thermoplastic", 8" wide with glass beads	99 LF ±	5.75		569.25	
36	Traffic stripes, long life, "thermoplastic", 24" wide with glass beads	17 LF ±	16.90		287.30	
37	Regulatory and warning signs	10 SF ±	450.00		4500.00	
38	Roadway trench repair	447 SY ±	60.00		26,820.00	
39	Reset water valve box	10 UN ±	30.00		300.00	
40	Reset gas valve box	4 UN ±	30.00		120.00	

## IMPROVEMENTS TO TRACEY DRIVE

## BOROUGH OF MILLTOWN

C4. THE BIDDER WILL SATISFACTORILY COMPLETE THE WORK ON THIS CONTRACT FOR THE FOLLOWING PRICES

ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY	UNIT PRICE		EXTENDED PRICE	
			DOLLARS	CENTS	DOLLARS	CENTS
41	Miscellaneous concrete, Class B (If and where ordered)	20 CY ±	300.00		6,000.00	
42	Remove additional trees over 8" up to and including 16" caliper (If and where ordered)	3 UN ±	1500.00		4500.00	
43	Remove additional trees over 16" caliper (If and where ordered)	4 UN ±	1500.00		6,000.00	
44	Topsoiling, 4" thick (including fine grading)	850 SY ±	8.00		6800.00	
45	Fertilizing	850 SY ±	2.00		1700.00	
46	Sodding	850 SY ±	10.00		8500.00	
47	Replacement Tree, Crape Myrtle, various species, 8' to 10' High (If and where ordered)	11 UN ±	500.00		5500.00	
48	Replacement Tree, White Pine trees (Pinus Strobus), 5' to 6' high, B&B (If and where ordered)	11 UN ±	500.00		5500.00	
49	Replacement Shrub, Winter gem boxwood (Buxus microphylla japonica 'Winter Gem') 24"-30" high (If and where ordered)	5 UN ±	100.00		500.00	
50	Allowance for work not specified	ALLOWANCE	\$10,000.00		\$10,000.00	
51	R.R. tie 6"x6" retaining wall (If and where ordered)	12 SF ±	35.00		420.00	



Borough of Milltown  
39 Washington Ave.  
Milltown, NJ 08850  
(732)828-2100

# Bid Proposal Form

Improvements to Tracey Drive  
Contract Title and Bid Number (if Applicable)

Road repair  
Description of Goods/ Services Being Bid

The undersigned proposes to furnish and deliver the above goods/ services pursuant to the bid specification and made part hereof.

Company Name of Bidder: DeSantis Construction, Inc

Name of Authorized Agent Dominick DeSantis

Title of Authorized Agent President

Signature of Authorized Agent [Handwritten Signature]

Address PO Box 6030

Address of Bidder Somerset NJ 08875  
Town State Zip

Phone Number 732-764-1800 Fax Number 732-764-1830

E-mail Address ddom892@hotmail.com

Federal I.D. or Social Security Number 22-3606639

Amount of Bid (Numeric) 329,336.76

Amount of Bid (Alphabetic) Three hundred twenty nine thousand three hundred thirty six and seventy six cent.

IMPROVEMENTS TO TRACEY DRIVE

C-29

BOROUGH OF MILLTOWN

DELETION ITEMS

All Bidders are advised that the Borough of Milltown has a limited budget for the construction of this Project. In order to minimize time delays in the commencement of the contract and the inconvenience to all bidders that normally occurs when bids for projects exceed their respective budgets, the Owner has also included a deletion item which may be utilized by the Owner based upon the funds available.

The bidder shall utilize the same unit prices bid for the deletion items as utilized for the respective base bid items. If there is any inconsistency between bid price and deletion price, the Engineer shall utilize the base bid unit price for any possible determination.

The determination of which Bidder's response to the request for bids offers the lowest price shall be made on the basis of the price of the base specification plus the price of any selected deletion and/or alternate items in accordance with N.J.S.A. 40A:11-23.1(d).

BASE BID ITEM NO.	DELETION ITEM NO.	DESCRIPTION	APPROXIMATE QUANTITY	UNIT PRICE		EXTENDED PRICE	
				DOLLARS	CENTS	DOLLARS	CENTS
19	Del 1	Hot mix asphalt 9.5M64 surface course	77 TON	98.	70	7,599.	90
TOTAL DELETION ITEM "1"						\$	<u>7,599.90</u>

Time for completion of this Contract is 120 calendar days.

Quantities are not guaranteed. Final payment will be based on actual quantities.

C 4. BIDDER agrees that the Work will be substantially complete within 90 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment within 120 calendar days after the date when the Contract Time commences to run.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

C 5. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED on July 1, 2020.

NOTICE OF AWARD

Dated \_\_\_\_\_, 20

TO:

\_\_\_\_\_  
(Bidder)

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

OWNER'S PROJECT NO. PMI00628.01

PROJECT: IMPROVEMENTS TO TRACEY DRIVE

OWNER'S CONTRACT NO. \_\_\_\_\_

CONTRACT FOR \_\_\_\_\_

(Indicate total Work, alternates or section of Work awarded)

-----  
You are notified that your Bid dated \_\_\_\_\_ for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for \_\_\_\_\_

\_\_\_\_\_  
The Contract Price of your contract is \_\_\_\_\_

Six copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Six sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award, that is by \_\_\_\_\_.

1. You must deliver to the OWNER six fully executed counterparts of the Agreement including all the Contract Documents. This includes the six sets of Drawings. Each of the Contract Documents must bear your signature on the cover page.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders (paragraph B3.10) General Conditions (paragraph F5.01) and Supplementary Conditions (paragraph G5.01).



STANDARD FORM OF AGREEMENT  
 BETWEEN OWNER AND CONTRACTOR  
ON THE BASIS OF A STIPULATED SUM

IMPROVEMENTS TO TRACEY DRIVE

BOROUGH OF MILLTOWN, MIDDLESEX COUNTY  
 NEW JERSEY

THIS AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_\_

in the year 20\_\_ by and between:

The Borough of Milltown, 39 Washington Avenue, Milltown, NJ 08850  
 (hereinafter called OWNER)

\_\_\_\_\_  
 (hereinafter called CONTRACTOR)

WITNESSETH THAT OWNER AND CONTRACTOR in consideration of the mutual covenants hereafter set forth, agree as follows:

D 1. WORK. The CONTRACTORS shall perform all Work as specified or indicated in the Contract Documents for the completion of the Project generally described as follows:

The project generally consists of milling and resurfacing Tracey Drive from Fisher Drive to Albert Avenue as well as removal and replacement of the curb and sidewalk and other related work.

D 2. ENGINEER. The Project has been designed by:

MICHAEL J. McCLELLAND, P.E.  
 BOROUGH ENGINEER  
 CME ASSOCIATES  
 3141 Bordentown Avenue  
 Parlin, New Jersey 08859

who will act as ENGINEER in connection with completion of the Project in accordance with the Contract Documents.

D 3. CONTRACT TIME. The Work will be substantially completed within 90 days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions or modified in the Supplementary Conditions.

D 4. CONTRACT PRICE. OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds as follows:

## SEE PROPOSAL BID FORM

D 5. APPLICATIONS FOR PAYMENT. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be reviewed by ENGINEER as provided in the General Conditions.

D.6 PROGRESS AND FINAL PAYMENTS. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Application for Payment as approved by ENGINEER, on or about the third Monday of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in Paragraph 14.01 of the General Conditions and Supplemental General Conditions Section G.14.02.

D 6.1. Prior to Substantial Completion progress payment will be in an amount equal to:

90% of the Work completed on Contracts less than \$100,000.

98% of the Work completed on Contracts of \$100,000 or more.

D 6.2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 98% of the Contract Price, less retainages as ENGINEER shall determine in accordance with Paragraph 14.02 of the General Conditions and/or retainage indicated under Supplementary Conditions.

D 6.3. Upon final completion of the work and settlement of all claims, OWNER shall pay the remainder of the Contract Price less retainage under Supplementary Conditions.

D 7. CONTRACT DOCUMENTS. The Contract Documents which comprise the contract between OWNER and CONTRACTOR are attached hereto and made a part hereof and consist of the following:

- D 7.1. This Agreement,
- D 7.2. Exhibits to this Agreement (if any),
- D 7.3. CONTRACTOR'S Bid and Bonds,
- D 7.4. Notice of Award,
- D 7.5. Instructions to Bidders,
- D 7.6. General Conditions,
- D 7.7. Supplementary Conditions,

- D 7.8. Specifications - Divisions 1 and 2
- D 7.9. Drawings as listed in Section "H" of the Contract Documents,
- D 7.10. Addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive, and
- D 7.11. Any modifications, including Change Orders, duly delivered after execution of this Agreement.

D 8. MISCELLANEOUS.

D 8.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

D 8.2. Neither OWNER nor CONTRACTOR shall, without prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents; and specifically, CONTRACTOR shall not assign any moneys due or to become due without the prior written consent of OWNER.

D 8.3. OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.

D 8.4. The Contract Documents constitute the entire agreement between OWNER and CONTRACTOR and may only be altered, amended or repealed by a duly executed written instrument.

D 9. OTHER PROVISIONS.

D 9.1. Contract drawings. The Contract Drawings which accompany these specifications and form a part of the Contract Documents are entitled as indicated in Section H - Contract Drawings.

D 9.2. Agreement to Do All Work and to Accept all Conditions. The Contractor agrees to furnish all material, to fully and faithfully construct, perform, and execute all work in accordance with the Contract Drawings and Specifications, and to furnish all labor, tools, implements, machinery, forms and transportation necessary and proper for the completion of the job at the prices named by him in the itemized proposal.

D 9.3. Modification of Contract. The Contractor in entering into this contract understands that the Owner reserves the right to modify to the extent herein provided, the location, character, grade or size of the work or appurtenances, whenever in his opinion he shall deem it necessary or advisable to do so. The Contractor shall and will accept such modifications when ordered in writing by the Owner through the Engineer, and the same shall not violate or void this Contract. Any such modifications so made, shall not, however, subject the Contractor to increased expense without equitable compensation, which shall be determined by the Engineer, subject to the approval of the Owner. If such modifications, if any there be, result in a decrease in the cost of work involved, an equitable deduction from the Contract price shall be made, as determined by the Engineer. The Engineer's determination of any such additional compensation or of any deduction shall be based upon the bids submitted and accepted. In no event shall any modifications in the work shown on the Contract Drawings and in the Specifications be made unless the nature and extent thereof has first been certified by the Engineer in writing and sent to the Contractor.

D 9.4. Increase or Decrease of Quantities Elimination of Items. In entering into this Contract, the Contractor agrees that the quantities of work as stated in said proposal are only approximate, and that during the progress of the work, the Owner may find it advisable and shall have the right to omit portions of the work and to increase or decrease the quantities and the Owner reserves the right to add to or take from the amount of the work as may be necessary to complete the work in a manner satisfactory to the Owner.

The Contractor shall and will at no time make claim for anticipated profit or loss of profits, because of any difference between the quantities of the various classes of work actually done, or of the materials actually furnished, and the said estimated quantities.

D 9.5. Equal Employment Opportunity/Affirmative Action. Mandatory language, Alternate #2:

"The parties to this contract agree to incorporate into this contract the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.4(a) provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations."

"The parties to this contract agree to incorporate into this contract the mandatory language of subsections 7.4(a) and (b) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of subsections 7.4(a) and (b)."

D 9.6. State Grant Funds. This project is partially funded by a state grant from the "1984 Transportation Trust Fund Authority Act". CONTRACTOR agrees to furnish materials and/or install and construct improvements in strict compliance with the Contract Documents and agrees to the assessment of any penalties, and/or to complete required corrective WORK based upon inspection and sampling tests results determined in accordance with the Contract Documents which disclose defective or substandard WORK.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on \_\_\_\_\_, 20\_\_\_\_.

OWNER: \_\_\_\_\_ CONTRACTOR: \_\_\_\_\_

BY \_\_\_\_\_ BY \_\_\_\_\_  
(NAME) (NAME)

\_\_\_\_\_ \_\_\_\_\_  
MAYOR (TITLE)  
(TITLE)

\_\_\_\_\_ \_\_\_\_\_  
(SIGNATURE) (SIGNATURE)

ATTEST \_\_\_\_\_ ATTEST \_\_\_\_\_  
BOROUGH CLERK CORPORATE SECRETARY

ATTEST \_\_\_\_\_ ATTEST \_\_\_\_\_

Address for giving notices: Address for giving notices:

Attn:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If OWNER is a public body,  
attach evidence of authority  
to sign and resolution or  
other documents authorizing  
execution of Agreement)

License No. \_\_\_\_\_

Agent for service of process: \_\_\_\_\_

(If CONTRACTOR is a corporation,  
attach evidence of authority to sign.)

\_\_\_\_\_  
OWNER'S SEAL

\_\_\_\_\_  
CONTRACTOR'S SEAL

SECTION E

NEW JERSEY STATUTORY FORM OF PERFORMANCE BOND

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

\_\_\_\_\_ as Principal and

\_\_\_\_\_ as Sureties, are hereby held and firmly bound unto \_\_\_\_\_ in the penal sum of Dollars, for the payment of which will and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20

The Condition of the above obligation is such that whereas the above named principal did on the \_\_\_\_\_ day of 20\_\_\_\_, enter into a contract with \_\_\_\_\_ which said contract is made a part of this bond the same as though set forth herein:

NOW, if the said \_\_\_\_\_ shall well and faithfully do and perform the things agreed by \_\_\_\_\_ to be done and performed according to the terms of said Contract, and shall pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said Contract, we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materialman, laborer, person, firm or corporation having a just claim, as well as for the obligation herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of said Contract or in or to the plans and specifications therefore shall in any way affect the obligations of said surety on its bond.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

(seal)  
(acknowledgments)

NOTICE TO PROCEED

Dated \_\_\_\_\_, 20\_\_

TO: \_\_\_\_\_  
(Contractor)

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OWNER'S PROJECT NO. \_\_\_\_\_

PROJECT \_\_\_\_\_

OWNER'S CONTRACT NO. \_\_\_\_\_

CONTRACT FOR \_\_\_\_\_

(Indicate name of Contract as it appears in the Bidding Documents)

-----  
You are notified that the Contract Time under the above contract will commence to run on \_\_\_\_\_, 20\_\_ . By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement the dates of Substantial Completion and Final Completion are \_\_\_\_\_, 20\_\_ and \_\_\_\_\_, 20\_\_ , respectively.

Before you may start any Work at the site, paragraph 2.7 of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any Work at the site, you must  
(add other requirements)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Owner)

BY \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Title)

Copy to ENGINEER  
(Use Certified Mail,  
Return Receipt Requested)