Bidder's Name Assuncao Brothers Inc.

BIDDER SIGNATURE PAGE

THE BIDDER MUST READ THE FOLLOWING INSTRUCTIONS TO COMPLETE THIS PAGE:

1. If doing business under a **trade name, partnership or a sole proprietorship**, you must submit the bid under exact title of the trade name, partnership, or proprietorship, and the bid must be signed by either the **owner**, or a **partner** and **witnessed** by a **notary public**.

2. If a **Corporation**, the bid must be signed by the **President** or **Vice President** and **witnessed** by a **Corporate Secretary** (corporate title must be exact) and **affix corporate seal**. If a Corporate Secretary does not exist, President or Vice President's signature shall be witnessed by a Notary Public.

3. Other persons **authorized** by **corporate resolution** to execute agreements in its behalf may also sign the bid documents (pages). **Copy of a resolution must accompany the bid**.

4. The person who signs this bid form **must also** sign the **Non-Collusion Affidavit**.

5. You **cannot** witness your own signature.

Assuncao Brothers Inc.
NAME OF BIDDER

29 Wood Ave
Edison, NJ 08820
ADDRESS OF BIDDER

ORIGINAL SIGNATURE
CORPORATE SECRETARY

Lisa Assuncao - Secretary
PRINT NAME AND TITLE
CORPORATE SECRETARY

TEL: 732-549-8582
FAX: 732-549-9521
E-Mail: info@assuncaobrothers.com

BY:
ORIGINAL SIGNATURE

Corporate Seal

Martin Assuncao
President
PRINT OR TYPE NAME AND TITLE

WARNING: IF YOU FAIL TO FULLY, ACCURATELY, AND COMPLETELY SUPPLY THE INFORMATION REQUESTED ON THIS PAGE, YOUR BID MAY BE REJECTED.

Bidder's Name Assunca Brothers Inc

BID FORM

I/We have carefully examined the plans, specifications, and advertisement for bid for the

REPLACEMENT OF STELLE AVENUE BRIDGE (PL-1)
City of Plainfield, County of Union, New Jersey
BA#18-2020; Union County Engineering Project #2016-028

that is on file in the Union County Division of Engineering. I/We have inspected the site of the work and will contract to do all the work and furnish all materials mentioned in said plans and specifications. Work will be accomplished in the manner prescribed therein.

BASE BID ITEMS:

ITEM	CONTRACT QUANTITY	UNITS	DESCRIPTION	UNIT PRICE		AMOUNT
ROADWAY PAY ITEMS						
1	1	LS	MOBILIZATION	$153,159.47		$153,159.47
2	180	LF	SILT FENCE	$ 12.98		$2,336.40
3	15	UNIT	HAYBALE (IF & WHERE DIRECTED)	$ 0.01		$ 0.15
4	30	LF	FLOATING TURBIDITY BARRIER, TYPE 2	$ 0.01		$ 0.30
5	900	SF	SEDIMENT CONTROL BAG	$ 0.01		$ 9.00
6	4	UNIT	INLET FILTER TYPE 2, 2 X 4	$ 0.01		$ 0.04
7	15	UNIT	BREAKAWAY BARRICADE	$ 0.01		$ 0.15
8	275	SF	CONSTRUCTION SIGNS	$ 42.66		$ 11,731.50
9	200	LF	CONSTRUCTION BARRIER CURB	$ 0.01		$ 2.00
10	1	ALLOWANCE	TRAFFIC DIRECTOR, UNIFORM POLICE	$10,000.00		$10,000.00
11	0	-	NO ITEM	$0.00		$0.00

Bidder's Name Assunceo Brothers Inc.

ITEM	CONTRACT QUANTITY	UNITS	DESCRIPTION	UNIT PRICE		AMOUNT
12	0	-	NO ITEM	$0.00		$0.00
13	0	-	NO ITEM	$0.00		$0.00
14	1	LS	FUEL PRICE ADJUSTMENT	$1,000.00		$1,000.00
15	1	LS	ASPHALT PRICE ADJUSTMENT	$1,000.00		$1,000.00
16	1	LS	CLEARING SITE	$28,348.06		$28,348.06
17	1800	CY	EXCAVATION, UNCLASSIFIED	$40.03		$72,054.00
18	500	CY	I-9 SOIL AGGREGATE	$79.18		$39,590.00
19	770	SY	DENSE-GRADED AGGREGATE BASE COURSE, 4" THICK	$14.99		$11,542.30
20	130	GAL	TACK COAT	$5.25		$682.50
21	300	GAL	PRIME COAT	$0.01		$3.00
22	110	TON	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	$136.63		$15,029.30
23	300	TON	HOT MIX ASPHALT 25M64 BASE COURSE, 6" THICK	$136.63		$40,989.00
24	4	UNIT	PIN OAK, QUERCUS PALUSTRIS, 2-1/2" to 3-1/2" CALIPER	$647.79		$2,591.16
25	4	UNIT	INLET, TYPE B	$4,069.83		$16,279.32
26	40	LF	REBUILD EXISTING STONE WALL	$448.65		$17,946.00
27	190	SY	CONCRETE SIDEWALK, 4" THICK	$61.63		$11,709.70

Bidder's Name Assuncao Brothers Inc

ITEM	CONTRACT QUANTITY	UNITS	DESCRIPTION	UNIT PRICE		AMOUNT
28	50	SY	CONCRETE DRIVEWAY, 6" THICK	$ 86.09		$ 4,304.50
29	440	LF	9" X 18" REINFORCED CONCRETE VERTICAL CURB	$ 32.08		$ 14,115.20
30	60	LF	18" REINFORCED CONCRETE PIPE, CLASS IV	$ 72.79		$ 4,367.40
31	75	LF	27" REINFORCED CONCRETE PIPE, CLASS IV	$ 111.30		$ 8,347.50
32	1	UNIT	RECONSTRUCTED MANHOLE (IF & WHERE DIRECTED)	$ 2,579.89		$ 2,579.89
33	8	UNIT	TREE REMOVAL, 0" TO 12" DIAMETER	$ 500.00		$ 4,000.00
34	1	UNIT	TREE REMOVAL, OVER 12" TO 18" DIAMETER	$ 1,500.00		$ 1,500.00
35	2	UNIT	TREE REMOVAL, OVER 42" TO 54" DIAMETER	$ 3,500.00		$ 7,000.00
36	1	UNIT	TREE REMOVAL, OVER 54" DIAMETER	$ 5,000.00		$ 5,000.00
37	260	SY	TOPSOILING, 6" THICK	$ 8.53		$ 2,217.80
38	260	SY	TOPSOILING STABILIZATION, TYPE 2 MAT	$ 1.15		$ 299.00
39	260	SY	STRAW MULCHING	$ 0.86		$ 223.60
40	260	SY	FERTILIZING AND SEEDING, TYPE A-3	$ 1.77		$ 460.20
41	50	CY	EXCAVATION TEST PITS (IF & WHERE DIRECTED)	$ 0.01		$ 0.50
42	50	CY	BORROW TOPSOIL (IF & WHERE DIRECTED)	$ 0.01		$ 0.50

Bidder's Name Assunceo Brothers Inc.

ITEM	CONTRACT QUANTITY	UNITS	DESCRIPTION	UNIT PRICE		AMOUNT
BRIDGE PAY ITEMS						
43	1	LS	CLEARING SITE, BRIDGE	$82,816.69		$82,816.69
44	1	LS	TEMPORARY COFFERDAM	$123,128.87		$123,128.87
45	1	LS	PRE-CAST REINFORCED CONCRETE ARCH	$162,303.72		$162,303.72
46	7500	POUND	REINFORCEMENT STEEL, EPOXY-COATED	$ 2.90		$21,750.00
47	160	CY	CONCRETE FOOTING	$ 352.34		$56,374.40
48	1	LS	PRE-CAST REINFORCED CONCRETE WINGWALLS	$73,051.04		$73,051.04
49	90	LF	CONCRETE BRIDGE PARAPET	$ 408.74		$36,786.60
50	20	CY	CONCRETE BRIDGE SIDEWALK	$ 792.79		$15,855.80
51	2	UNIT	DATE PANEL	$ 922.35		$1,844.70
52	200	SY	RESET COBBLESTONE LINED CHANNEL, BOTTOM	$ 118.63		$ 23,726.00
53	1400	SF	WATERPROOF MEMBRANE	$ 2.37		$ 3,318.00
54	200	SY	ARTICULATED CONCRETE BLOCK	$ 179.49		$ 35,898.00

One million one hundred twenty seven thousand two hundred seventy three dollars and twenty six cents
Written

$1,127,273.26
Figures

Bidder's Name Associated Brothers Inc.

BID CONTINGENCY: (To be used if and when directed by the County)

One Hundred Thousand Dollars and No Cents	**$100,000.00**
Written	Figures

TOTAL BASE BID ITEMS PLUS BID CONTINGENCY AMOUNT:

One million two hundred twenty seven thousand two hundred seventy three dollars and twenty six cents	$ 1,227,273.26
Written	Figures

NOTE: Bid Contingency may include one-half of one percent of contract amount set aside for local training if and when directed by the County.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, ASSUNCAO BROS., INC.
of 29 Wood Avenue, Edison, NJ 08820
as Principal, and NGM Insurance Company, 4601 Touchton Road East, Jacksonville, FL 32246
as Surety, is hereby held and firmly bound unto County of Union
of 10 Elizabeth Plaza, Elizabeth, NJ 07207
as Owner, in the penal sum of

Ten Percent (10%) of amount bid not to exceed $20,000.00 for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed and sealed this July 8, 2020

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

Replacement of Stelle Avenue Bridge (PL-1), City of Plainfield, County of Union, BA#6-2020,
Union County Engineering Project #2016-028

NOW, THEREFORE,

A) If said bid shall be rejected or in the alternative,
B) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in the connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid

Then this obligation shall be void, otherwise the same shall remain in 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 Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the owner may accept such bid; and Surety does hereby waive notice of any such extension.

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

By: _____
Witness

By: _____
Kelly Byrne, Witness

ASSUNCAO BROS., INC.
Principal

By: _____

NGM Insurance Company
Surety

By: _____
Jeanne Primavera, Attorney-in-Fact

Form F450544001

Bidder's Name Assuncao Bros., Inc.

CONSENT OF SURETY
TO ACCOMPANY PROPOSAL (BID)

NGM Insurance Company (hereinafter called Surety), organized and existing under the laws of the State of Florida duly authorized and qualified to transact business in the State of New Jersey, in consideration of the sum of One Dollar ($1.00), lawful money of the United States of America, to it in hand paid, receipt whereof is hereby acknowledged, and in consideration, hereby certifies and agrees that if the contract for which the attached proposal is made be awarded to Assuncao Bros., Inc. (hereinafter called Contractor) for the performance of certain work and labor or the supplying of certain materials, or both, as more particularly set forth in said proposal and described for purposes of this instrument as a proposal for Replacement of Stelle Avenue * to the COUNTY OF UNION and if Contractor shall enter into the contract, Surety will become bound as surety for its faithful performance, labor and material payment and will provide the Contractor with a performance, labor and material payment bond in the full amount of the contract price.

NGM Insurance Company
NAME OF INSURANCE COMPANY

NOTE:
Expiration date Needed if Annual Surety

N/A

ADDRESS:
4601 Touchton Road East
Jacksonville, FL 32246

ORIGINAL SIGNATURE Jeanne Primavera, Attorney-In-Fact
ATTORNEY-IN-FACT FOR INSURANCE CO.

* Bridge (PL-1), City of Plainfield, County of Union, BA#6-2020, Union County Engineering Project #2016-028

NOTE: **PROOF OF AUTHORITY OF OFFICERS OF SURETY COMPANY TO EXECUTE THIS DOCUMENT MUST BE SUBMITTED.**

Surety Disclosure Statement and Certification

Pursuant to N.J.S.A. 2A:44–143

(For use when Surety has a certificate from U.S. Secretary of the Treasury in accordance with 31 U.S.C. Section 9305)

NGM Insurance Company, Surety on the attached bond, hereby certifies the following:

1) The capital and surplus, as determined in accordance with the applicable laws of this State, of the Surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2018 (most recent calendar year which capital and surplus amounts are available), which amounts have been certified by PricewaterhouseCoopers LLP, 101 Seaport Boulevard, Boston, MA 02210

Surety Company	Capital	Surplus
NGM Insurance Company	$5,250,000	$550,243,551

2) With respect to each surety participating in the issuance of the attached bond that has received from the U.S. Secretary of the Treasury, a certificate of authority: pursuant to 31 U.S.C. Section 9305, the underwriting limitation established there on July 1, 2019 (most recent calendar year available) is as follows:

Surety Company	Limitations
NGM Insurance Company	$51,366.000

Ten Percent (10%) of amount bid

3) The amount of the bond to which the statement and certification is attached is $ not to exceed $20,000.00 .

4) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item 4 above exceeds the total underwriting limitation of all sureties on the bond as set forth in item 3 above, then for each such contract of reinsurance:

a) The name and address of each such reinsurer under the contract and the amount of the reinsurer's participation in the contract is as follows:

Reinsurer	Address	Amount

And;

b) Each surety that is party to such contract of reinsurance certifies that each reinsurer listed under item 4(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243(C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

Certificate

I, Jeanne Primavera as Attorney in Fact, for NGM Insurance Company, a company domiciled in the State of Florida, Hereby certify that, to the best of my knowledge, the foregoing statements made by me are true, and acknowledge that, if any of those statements made by me are false, this bond is void.

(Signature of certifying agent/officer)

Jeanne Primavera, Attorney-in-Fact

(Print name of certifying agent/officer)

Date: July 8, 2020

Attorney in Fact

THE MAIN STREET AMERICA GROUP

I certify that at the Annual Meeting of the Directors of the NGM Insurance Company duly called and held at Jacksonville, Florida on March 12th, 2020, the following officers were elected and remain in office:

CHRISTOPHER R. LISTAU ..... CHIEF EXECUTIVE OFFICER AND PRESIDENT

JEFFREY B. KUSCH ..... EXECUTIVE VICE PRESIDENT, AND CHIEF OPERATING OFFICER

THERESA E. BREUNIG-SILBERNAGEL..... SENIOR VICE PRESIDENT, ENTERPRISE SOLUTIONS

KIMBERLY K. LAW..... VICE PRESIDENT, GENERAL COUNSEL & SECRETARY

JOESEPH D. FREITAS..... VICE PRESIDENT, CHIEF FINANCIAL OFFICER & TREASURER

MICHAEL D. LANCASHIRE..... SENIOR VICE PRESIDENT, CLAIMS

DAVID S. MEDVIDOFSKY..... SENIOR VICE PRESIDENT, HUMAN RESOURCES

NANCY L. GIORDANO-RAMOS, ROBERT T. HETZEL, JR.,
DARRYL J. OSMAN, JANET M. ROOT, JAMES E. VETTEL, SARAH C. BOURDEAU,
PRIYESH A. PATEL, STEVEN C. KILINGERMANN, JR, CHRISTOPHER L. COX..... VICE PRESIDENTS

I further certify that the following statement of the Company is true as taken from the records of said Company as of December 31, 2019.

ADMITTED ASSETS		LIABILITIES	
Bonds at Amortized Values	$ 79,179,842	Reserve for Losses	0
Stocks at Market Value	159,926,010	Reserve for Loss Adjustment Expenses	0
First Mortgage Loans	9,832,000	Reserve for Unearned Premiums	0
Real Estate	3,883,439	Reserve for Other Underwriting Expenses	43,754,439
Cash in Office and Banks	(18,354,291)	Reserve for Taxes, Licenses, and Fees	5,657,282
Short Term Investments	13,760,338	Loss Drafts in Transit	0
Agent's Balance (Less than 90 Days)	271,920,238	Other Liabilities	123,348,281
Accrued Interest	564,262	Total Liabilities	172,760,002
Other Assets	272,692,532	Policyholders' Surplus	620,644,368
TOTAL ADMITTED ASSETS	793,404,370	TOTAL	$ 793,404,370

Securities as deposited by law, included above = $ 5,512,528

I further certify that the following is true and exact excerpt from Article IV, Section 2 of the By-Laws of NGM Insurance Company which is still valid and existing.

The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

Subscribed and sworn to before me on
this 16 day of March, 2020

Lisa K. Penton

Notary Public State of Florida
Lisa K Penton
My Commission GG 926567
Expires 12/17/2023

IN WITNESS THEREOF I hereunto subscribe
my name and affix the seal of said company
this 16 day of March, 2020

Kimberly K. Law
Kimberly K. Law
Vice President, General Counsel & Secretary

NGM INSURANCE COMPANY INCORPORATED 1923 FLORIDA

NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

> "Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Kenneth A Gelok, Scott R Kuzmic, Dawn M Jones, Jeanne Primavera, Tom Caruso**----------

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. **No one bond to exceed Twenty Million Dollars ($20,000,000.00)**

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

> Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By: Kimberly K. Law

Kimberly K. Law
Vice President,
General Counsel and Secretary

State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Lisa K. Penton

Notary Public State of Florida
Lisa K Penton
My Commission GG 926597
Expires 12/17/2023

I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 8th day of July, 2020.

Nancy Giordano-Ramos

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.

State of New Jersey
Department of Banking and Insurance

CERTIFICATE OF AUTHORITY

NAIC Company Code: **14788**

THIS IS TO CERTIFY THAT THE **NGM INSURANCE COMPANY,** HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANSACT IN THIS STATE UNTIL THE 1st DAY OF May, 2021, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

09 - Automobile Physical Damage
08 - Automobile Liability Property Damage
07 - Automobile Liability Bodily Injury
06 - Workers Compensation and Employers Liability
05 - Inland Marine
04 - Ocean Marine
03 - Growing Crops
22 - Mechanical Breakdown/Power Failure
20 - Physical Loss to Buildings
02 - Earthquake
17 - Sprinkler Leakage and Water Damage
16 - Glass
15 - Burglary and Theft
13 - Fidelity and Surety
12 - Boiler and Machinery
11 - Other Liability
01 - Fire and Allied Lines

MARLENE CARIDE

COMMISSIONER OF BANKING AND INSURANCE

Certificate Number
612999

Registration Date: 02/01/2020
Expiration Date: 01/31/2022

State of New Jersey

Department of Labor and Workforce Development
Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Assuncao Brothers Inc

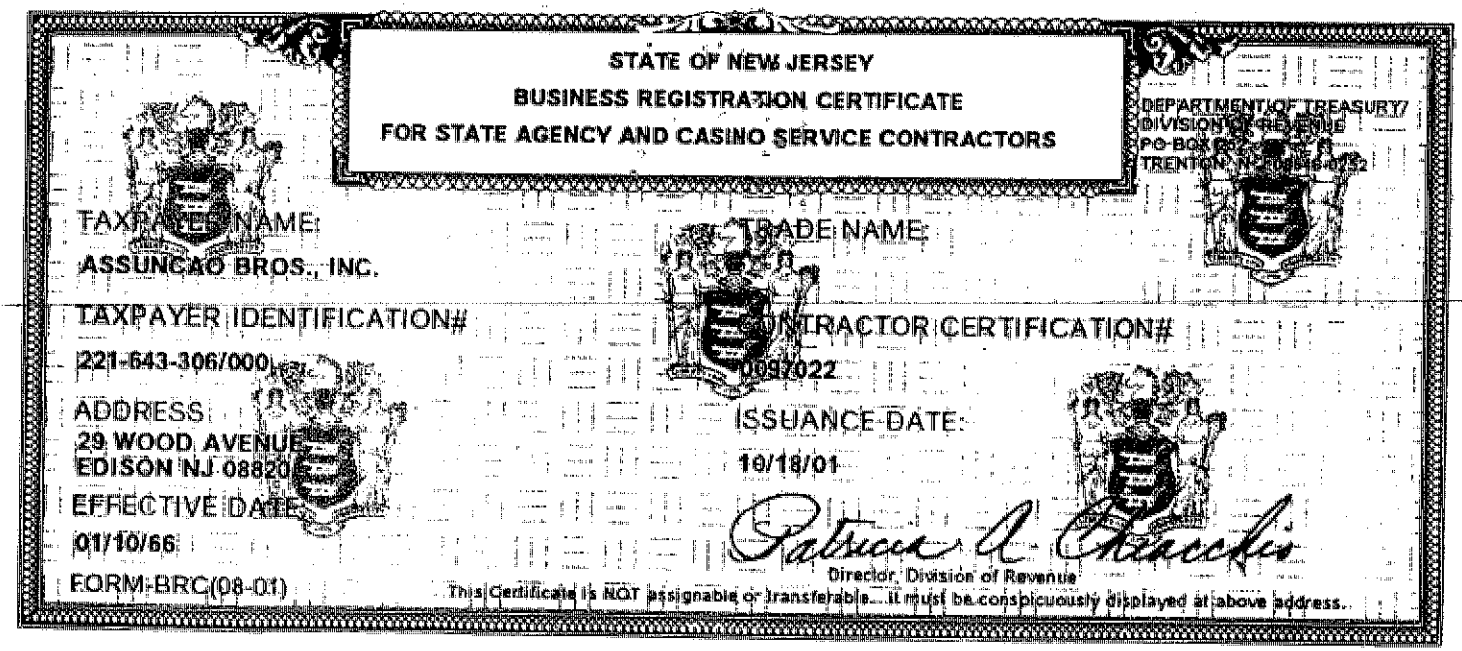
2020

Responsible Representative(s):
Martin Assuncao, President

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.



STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:
ASSUNCAO BROS., INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#
221-643-306/000

CONTRACTOR CERTIFICATION#
0097022

ADDRESS:
29 WOOD AVENUE
EDISON NJ 08820

ISSUANCE DATE:
10/18/01

EFFECTIVE DATE:
01/10/66

Director, Division of Revenue

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable... it must be conspicuously displayed at above address.

State of New Jersey

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 0026
TRENTON, N.J. 08625-0034
PHONE: 609-292-2141 FAX: 609-[illegible]

ELIZABETH MAHER MUOIO
Acting State Treasurer

APPROVED

under the

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges ASSUNCAO BROTHERS INC as a Category 5 approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the SBE registration will lapse and the business SBE status will be revoked in the New Jersey Selective Assistance Vendor Information (NJSAVI) database that lists registered small businesses.If the business seeks to be registered again, it will have to reapply and complete the New SBE online registration located at:
www.njportal.com/DOR/SBERegistry/

THE GREAT SEAL OF THE STATE OF NEW JERSEY

Peter Lowicki
Deputy Director

Issued: 6/11/2018
Certification Number: A0071-65

Expiration: 6/11/2021

State of New Jersey

PHIL MURPHY
Governor

SHEILA OLIVER
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026
TRENTON, NJ 08625-034
PHONE: 609-292-2146 FAX: 609-984-6679

ELIZABETH MAHER MUOIO
State Treasurer

APPROVED

under the
Small Business Set-Aside Act

This certificate acknowledges ASSUNCAO BROS., INC as a Category approved Small Business (SBE) that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the SBE registration will lapse and the business SBE status will be revoked in the New Jersey Selective Assistance Vendor information (NJSAVI) database that lists registered Small businesses.If the business seeks to be registered again, it will have to reapply and complete a new application

Peter Lowicki
Deputy Director

Issued: 11/14/2019
Certification Number: A0095-79

Expiration: 11/14/2022

State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

DIANE GUTIERREZ-SCACCETTI
Commissioner

June 19, 2019

Martin Assuncao
ASSUNCAO BROS INC
29 WOOD AVENUE
EDISON, NJ 08820

RE: Renewal of DBE Certification – Anniversary Date: Annually on June 20
Dear Mr. Assuncao:

We are pleased to inform you that your firm has been found eligible to continue as a Disadvantaged Business Enterprise (DBE) by the New Jersey Department of Transportation on behalf of the New Jersey Unified Certified Program (NJUCP).

Your certification status with the NJUCP will remain in effect as long as your firm continues to meet the DBE program's eligibility requirements outlined in U.S. Department of Transportation, Code of Federal Regulations Title 49 CFR Part 26. However, on an annual basis, you must submit the "No Change Affidavit" and supporting documents.

Additionally, if any time during the year there is a change in your firm, it is your obligation to notify this agency, in writing, within (30) days. Changes include, but are not limited to: ownership, and /or control, officers, directors, management, key personnel, scope of work performed, daily operations, ongoing business relationships with other firms or individuals, or the physical location of your firm. Failure to do so may result in the removal of your DBE Certification in accordance with §26.83(j) and §26.109(c).

The following table lists the North American Industry Classification System (NAICS) code(s) and description(s) that have been assigned to your business in accordance with the service(s) it render(s).

NAICS: Specialty Description
NAICS 237310: HIGHWAY, STREET, AND BRIDGE CONSTRUCTION
NAICS 238110: POURED CONCRETE FOUNDATION AND STRUCTURE CONTRACTORS

Your firm will be listed in the NJUCP Directory which can be accessed at https://njucp.dbesystem.com.

If you have any questions regarding your DBE certification, you may email NJDOT's Disadvantaged and Small Business Program Unit at DOT.DBE_ESBEPrograms@dot.nj.gov or call (609) 963-2051.

Sincerely,

Lydia Harper

Lydia Harper, Manager
Disadvantaged and Small Business Program Unit
Division of Civil Rights & Affirmative Action

NAICS CODE	DESCRIPTION
237310	Highway, Street, and Bridge Construction
238110	Poured Concrete Foundation and Structure Contractors

We are pleased to have you as a participant in the NJ UCP and wish you much success. Should you have specific questions concerning this process, please do not hesitate to contact our office at (609) 530-3332.

Sincerely,

Lydia Harper, Manager, DBE/ESBE Programs
Division of Civil Rights & Affirmative Action

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
SHORT FORM STANDING

ASSUNCAO BROS., INC.
1648385000

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic For-Profit Corporation was registered by this office on June 17, 1959.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and office are:

MARTIN ASSUNCAO
29 WOOD AVE.
EDISON, NJ 08820

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 19th day of March, 2019

Elizabeth Maher Muoio
State Treasurer

Certificate Number : 2392432992

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

DIANE GUTIERREZ-SCACCETTI
Commissioner

May 28, 2020

Mr. Bruno Simonelli
DBE Liaison Officer
Assuncao Brothers, Inc.
29 Wood Avenue
Edison, NJ 08820

Dear Mr. Simonelli:

This office has completed its review of your firm's annual Equal Employment Opportunity/Affirmative Action (EEO/AA) Program, including EEO Policy Statement and Sexual Harassment Policy. This review has deemed these documents to be acceptable; and, therefore, this will serve as your letter of approval.

Please note that this approval will be in effect for a period of one year beginning May 28, 2020, and will apply to all New Jersey Department of Transportation contracts for which your firm serves as a subcontractor during this one-year period. If any changes arise which affect your EEO/AA program and plans, please immediately notify this office in writing.

Thank you for your cooperation in the NJDOT's efforts to ensure equal opportunity and non-discrimination in our contracting opportunities and activities.

Sincerely,

Ivette Santiago-Green

Ivette D. Santiago-Green
Director
Division of Civil Rights and Affirmative Action

IS-G/smm
c: file

CONTRACTS ON HAND

Owner	Location	Contract Amount	Estimated Completion Time
Township of Monroe	Intersection Improvements Spotswood Gravel Ghill Road and Matchaponix/Pergola Avenue (CR 612)	$1,105,032.80	September 30, 2020
County of Hudson	Improvements to John F Kennedy Boulevard	$3,202,428.70	August 30, 2020
Raritan Township	Sunny Hills Section 2	$1,203,470.00	July 15, 2020
County of Ocean	Construction of Traffic Signal at Intersection Prospect Street and Massachusetts Avenue in Lakewood	$1,332,675.62	November 30, 2020
Essex County	Intersection Improvements Along Park Ave	$4,349,263.96	December 31, 2020
Somerset County	Replacement of County Bridge No. D0303	$685,423.26	June 30, 2020
Somerset County Parks	Maintenance Contract Repairs of Various Park Commission Structures	$297,100.30	June 1, 2021
Essex County	Intersection Improvements Various Locations	$4,825,659.19	June 30, 2021

COMPLETED CONTRACTS

Name of Owner & Address	Name & Location of Project	Prime or Sub	Contract Price	Date Completed Mo./Yr.	Engineer in Charge for Owner	Was Extension necessary	Were Penalties Imposed	Were Liens Claims or Stop Notice Filed
Township of Springfield 100 Mountain Ave. Sprinfield, NJ	Caldwell Place Culvert Repair	Prime	$539,665.42	12/2020	Thomas Aslanian	Yes, Added Work on Project	No	No
Borough of Hightstown 156 Bank St. Hightstown, NJ 08520	Peddie Lake Dam Walking Bridge Replacement	Prime	$407,607.17	3/2020	Joe Ragusa	Yes, Added Work on Project	No	No
City of Jersey City 13 - 15 Linden Ave East Jersey City, NJ 07305	Dr. Martin Luther King Jr. Drive Intersection Safety Improvemnets	Prime	$519,953.83	11/2020	Chris Piersa	No	No	No
Ritacco Construction 10 Lawrence St. Belleville, NJ	NJDOT Rt 440 Bridge over GSP and Rt 9 in Woodbridge	Sub	$961,702.00	5/2019	Giuseppie Gencarelli	No	No	No
CJ Hesse Inc. 25 First Ave Atlantic Highlands, NJ	69th Street Grade Separation in North Bergen	Sub	$520,661.27	3/2019	Steven Delhaas	No	No	No
George Harms Construction PO Box 817 Farmingdale, NJ	Monmouth County Bridge MA-14 Replacement in Keyport	Sub	$144,232.02	12/2018	Jim Duffe	No	No	No
City of Clifton	City Hall improvements	Prime	$350,782.85	12/2018	Michael Lardner	Yes, Added Work on Project	No	No
Crisdel Group 240 Ryan St. South Plainfield, NJ	Goethals Bridge	Sub	$338,100.00	12/2018	Raul Gonzalez	No	No	No
Crisdel Group 240 Ryan St. South Plainfield, NJ	Ellis Island Site Work in Jersey City	Sub	$105,558.45	11/2018	Raul Gonzalez	No	No	No
Town of Morristown 200 South St Morristown, Nj 07960	Washington Street Streetscape Improvements - Phase III	Prime	$406,096.78	11/2018	Raplh Panei	No	No	No
PE Pierson Construction 426 Swedesboro Rd Pilesgrove, NJ	NJTA Contract P100.300 in Somers Point	sub	$1,674,857.49	10/2018	Gary Riordan	No	No	No
Essex County 465 Dr. MLK JR. Blvd. Newark, NJ 07102	Improvements to 9 Intersecions Along Lyons Ave	Prime	$2,885,663.91	9/2018	Asif Mahmood	No	No	No
Essex County 465 Dr. MLK JR. Blvd. Newark, NJ 07102	Improvements to 8 Intersections Along Chancellor Ave	Prime	$2,716,809.19	8/2018	Asif Mahmood	Yes, Added Work on Project	No	No

Somerset County 20 Grove St. Somerville, NJ	Pedestrian Safety Improvemnets to County Route 601	Prime	$2,317,213.16	6/2018	Cory Hunt	Yes, Added Work on Project	No	NO
Crisdel Group 240 Ryan St. South Plainfield, NJ	Meridian Air Terminal at Teterboro Airport	Sub	$85,301.36	11/2017	Raul Gonzalez	No	No	No
Creamer Sanzari, JV 101 East Broadway Hackensack, NJ 07601	NJDOT Rt 1 & 9 and Rt 46 over Jones Rd.	Sub	$431,800.04	10/2017	Joe Vaverence	No	No	No
Cornell & Company Inc. PO Box 807 Woodbury, NJ 08096	Conrail Bridges on Avenue C and JFK Blvd. In Bayonne	Sub	$125,462.43	9/2017	Bill Vant	No	No	No
Sciavone Construction Co 150 meadowlands Parkway Secaucus , NJ	NJDOT Rt 72 Manahawkin Bridge, Contract 3	Sub	$1,061,341.96	5/2017	Rick Lorfing	No	No	No
VA Spatz 91 Lone Pine Dr. Berkely Heights, NJ 07922	BMS Child Development Center	Sub	$154,436.12	4/2017	John Roberts	No	No	No
Essex County 465 Dr. MLK JR. Blvd. Newark, NJ 07102	Improvements to 5 Intersections Along Chancellor Ave	Prime	$2,980,860.00	12/2016	Asif Mahmood	No	No	No
Essex County 465 Dr. MLK JR. Blvd. Newark, NJ 07102	Improvements to 6 Intersecions Along Lyons Ave	Prime	$2,662,481.00	12/2016	Asif Mahmood	No	No	No
VA Spatz 91 Lone Pine Dr. Berkely Heights, NJ 07922	Fedex in Woodbridge	Sub	$95,750.00	11/2016	John Roberts	No	No	No
PKF Mark III PO Box 390 Newtown, PA	NJTA Interchange 10	Sub	$207,801.74	11/2016	Jeremy Roeher	No	No	No
Anselmi & DeCicco 1977 Springfield Ave. Maplewood, NJ 07040	Rt 22 & Chimney Rock Rd	Sub	$1,603,370.00	10/2016	Bob Vermane	No	No	No
Rt 52 Constructors 27 Mays Landing Rd Somers Point, NJ 08244	NJTA Contract 251	Sub	$2,246,945.60	9/2016	Dan Zeller	No	No	No
Crisdel Group 240 Ryan St. South Plainfield, NJ	Top Golf in Edison	Sub	$100,312.88	8/2016	Raul Gonzalez	No	No	No
Schifano Construction Corp 1 Smalley Ave Middlesex, NJ 08846	NJDOT Rt 80 and Rt 9W	Sub	$360,585.95	9/2015	Corey Flynn	No	No	No
Conti Enterprises 2045 Lincoln Highway Edison, NJ	NJDOT Rt 46 Little Ferry Circle	Sub	$2,089,792.83	9/2015	Keith Abt	No	No	No

Ferriera Construction 31 Tannery Rd Branchburg, NJ 08876		NJDOT Rt 23	Sub	$889,865.14	5/2015	Domenick Aramini	No	No	No
PKF Mark III PO Box 390 Newtown, PA		NJTA Contract 905	Sub	$525,029.88	10/2014	Jeremy Roeher	No	No	No
PKF Mark III PO Box 390 Newtown, PA		NJTA Contract 605	Sub	$4,211,759.00	8/2014	Jeremy Roeher	No	No	No
PKF Mark III PO Box 390 Newtown, PA		NJTA Contract 402	Sub	$3,359,260.00	8/2014	Jeremy Roeher	No	No	No

ABI / ABECO LLC VEHICLE / EQUIPMENT LIST UPDATED 8/12/19

Description		Vehicle Number	Year	Make	VIN	License Plate	EZ Pass	GVWR - Weight	Registration Expiration	Market Value	
Pick-up Trucks											
Bruno S.	Pick-up Truck Sierra 1500	103	2012	GMC	1GTR1TEX1CZ169102	X47KYT		6,400	January 2020	$ 15,000.00	ABI
Tom	Pick-up Truck Sierra 1500	101	2012	GMC	1GTR1TEX5CZ193340	XFLV93		6,400	December 2019	$ 15,000.00	ABI
Rich	Z 71 Silverado	104	2018	Chevy	1GCVKREC2JZ120466	XBFH44			January 2020		
Jorge	Mechanic Utility Silverado	130	2017	Chevy	1GC3KYCG0HZ403921	XFBH42			December 2019		
Marty	Tahoe		2017	Chevy	1GNSKCKC2HR380632	C84JGM			September 2021		
White Tool	Silverado Crew 4WD	131	2017	Chevy	1GC4KYCG0HF247577	XFBH43			December 2019		
Red - Agra	Pick-Up Truck Sierra 2500	122	2008	GMC	1GTHK24K68E130321	XR637T		9,000	December 2019	$11,000.00	ABI
Wht	Pick-up Truck 2500 HD	124	2011	Chevy	1GC0KYCG0BF113558	XAB857		9,000	April 2020	$21,500.00	ABECO
Lou	Chevy Colorado	100	2016	Chevy	1GCGTBE30G1344288	XDRK37		6,000	September 2019		
Bob	Jeep Grand Cherokee		2019	Jeep	1C4RJFCGXKC552817	XGRU71				$60,000.00	ABI
Tool Trucks											
Wht - Antonio	Silverado 3500 -crew	127	2015	Chevrolet	1GC4CYCG3FF106402	XCGX76		10,700	December 2019	$42,677.40	ABI
Wht - Joao	Silverado 3500-crew	129	2015	Chevrolet	1GC4CYCG9FF149626	XCGX99		10,700	May 2020		ABI
Pedro	Van/Box E -350	128	2014	Ford	1FDWE3FL3EDB19509	XDAK45		10,050	April 2020		ABI
Red 250 - Ovet	Truck F-250 - crew	119	2001	Ford	1FTNW20F81EA50105	XAB855		8,000	April 2020	$6,000.00	ABECO
Red 350 crew	Truck F-350 - crew	120	2001	Ford	3FTSW30F51MA26606	XAB854		8,800	April 2020	$7,000.00	ABECO
Wht	Van 3500 Express utility	121	2008	Chevrolet	1GBHG31K981158931	XP712G		9,600	December 2019	$8,000.00	ABI
Wht - Carp	3500 2WD Crew - Pipe Truck	125	2013	GMC	1GT412CG5DF136548	XAR070		10,700	November 2019		ABECO
Wht - Bruno	3500 Crew Cab 2WD	126	2015	GMC	1GT411CG6FF161567	XBZX44		10,700	July 2019	$45,022.20	ABECO
Form Truck/Flat Beds											
Form	Form truck-4700 - Red (white)	220	1996	International	1HTSCAAN4TH353334	AN438A			May 2020	$5,000.00	ABI
Tow truck	Tow truck-4900 - tow truck	228	2003	International	1HTMKAAN93H601153	AN439A		25,900	May 2020	$12,000.00	ABI
Red form	Form Truck 4700 - red	222	1995	International	1HTSLACM9SH615447	AN440A		26,000	May 2020		ABI
Tandem flat bed	Int 4300 Durastar - tandem	232	2008	International	1HTMSAARX8H648444	XBRJ40		80,000	April 2010		ABECO
95 Mack	Mack Flite CL-613 - tractor	230	1995	Mack	1M2AD37Y8SW002208	AP905K		80,000	March 2020	$35,000.00	ABECO
Dump Trucks											
Red	750 dump truck - sterling	224	2008	Sterling	2FZAASBS28AZ77848	AS543N		65,000	May 2020		ABI
Red dump	International 4900 - red	226	1999	International	1HTSDAAN5XH622895	AN442A		65,000	May 2020		ABI
Tandem	Mack RD series	234	2000	Mack	1M2P270C7YM051118	XCJC38		70,000	June 2020		
Roll Off	Mack RD series	238	1999	Mack	1M2P267C3XM047338	AT261S			May 2020		
Tri Axle	Western Star 4700 SB	236	2016	WS	5KKMAXDV2GLHM1452	AS208X		80,000	May 2020		ABI
Mason Dump											
Blue/Rack	Mason Dump - 444	112	1995	International	1HTSMABMXSH221941	XCJB84		12,000	June 2020		ABI
Red	Mason Dump F350 - red	116	2000	Ford	1FDWF37F2YEA23536	X4239A		12,500	December 2019		ABI
Blue	Mason Dump C-5500 blue	117	2006	GMC	1GDE5C1206F410212	XBLE89		16,500	March 2020		ABI
Wht/Blk	Mason Dump - 4300 LP	114	2006	International	1HTMMAAK56H267207	XCMC38		18,000	January 2020	$35,450.00	ABECO
Red/Wht	Mason dump-Kodiak 4500	115	2007	Chevrolet	1GBE4C1917F417793	XP711G		17,500	December 2019	$18,000.00	ABI
Red Mason	International Rack Body 444E	113	1995	International	1HTSMABM6SH217840	XCJB85		12,000	June 2020		
Wht Rack	Ford F350 Rack	123	2008	Ford	1FDWF35528ED75817	XP428M		10,000	December 2019	$8,000.00	ABI

Trailers											
	Trailer	402	1981	Tonco	A20HS581721	751TGR			March 2020	$3,000.00	ABI
	EAGER TRAILER	403	2002	EAGER	112H8V3232L059960	TJU90J			March 2020		ABI
	Eager Beaver - low boy	406	2014	lowboy	112SD2500EL078823	TMC54B			March 2020		ABI
Water tank	Trailer	405	1992	ditchwitch	1DS0000B6N17J0910	TBD49R			March 2020		ABI
Flat bed	Trailer		1980	Trialmobile	A3D295					$4,500.00	ABECO
Water tank	Magnum	408	2005	Magnum	5AJWS16195B000195	11AE			March 2020		ABI
	Interstate 50DLA	409	2019	Interstate	1JKDLA507KM017111				March 2020		
	In Transit Plates					62GTJ			March 2020		
Backhoes											
	410J BACKHOE	305	2011	JOHN DEERE	1T0410JXCB0195631						
	310SJ BACKHOE	302	2010	JOHN DEERE	1TO310SJVA0185705						
	John Deere 410 E	301	2000	John Deere	T0410EX881127						ABI
	John Deere 410 G	303	2004	John Deere	T0410GX935897						ABI
	410 L John Deere	314	2015	john deere	1T0410LXLFF286564						
	410K John Deere	311	2012	John Deere	1T0410KXCCE234214					$100,000.00	ABI
Excavators											
	PC 138 Excavator	313	2006	Komatsu	KMTPC044L01001944					$45,000.00	ABI
	PC 138 Excavator	307	2011	Komatsu	KMTPC189K01026220					$100,000.00	ABI
	PC 55 MR03	308	2013	Komatsu	KMTPC212L04016909					$65,000.00	ABI
	JD 85 G	306	2018	John Deere	1FF085GXPJJ020068					$121,000.00	ABI
Miscellaneous											
	Forklift	506	2003	Yale	E187V21523A					$5,000.00	ABI
	Dirt Roller	310	2001	Bomag	13651012112					$10,000.00	ABI
	BVT 65 TAMPER			Bomag	861834035168						
	PRESSURE WASHER			NORTH STAR	10131929						
	Air Compressor Sullivan 185	404	1995	Sullivan	14141A					$3,000.00	ABI
	Power Curber - slipform	501	2006	5700-b	57B03060131709					$50,000.00	ABI
	Loader WA-270	315	2014	WA-270	80375						ABECO
	Air Compressor P185WJD	405	2013	IR/Dooson	447095UIWD75					$17,911.80	ABI
Personal											
Lisa	Infinity G37		2011	Infinity	JNICV6FE1BM950127	XR0D94			January 2020		ABECO
Julia	Subaru Forester		2018	Subaru	JF2SJAGCXJH572905	F15KCZ			May 2022	$32,500.00	Personal
Melissa	Honda Civic		2017	Honda	2HGFC1F77HH636290						
Martin	Maserati GHIBLI		2018	Maserati	ZAM57YTAXJ1286094						Personal
										$901,561.40	

State of New Jersey

New Jersey Election Law Enforcement Commission

Pay-to-Play

Pay-to-Play

Legal References

Filing Deadlines

Forms and Instructions

File the Form BE

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Filing Confirmation

Thank you for filing electronically.

The Commission has received the following report: Form BE 8-5-17.pdf

Confirmation number: 20183325957

Business Entity Name: Assunced Brothers Inc

Filing Year: 2018

The information was received on: 08/05/2017

If you used a software other than the Official Adobe Reader to open and fill-in the Form BE, there is a high probability that your filing will be rejected. If you have any questions or concern, refer back to the detailed instructions on the download page.

Print this page for your records

TOP

COUNTY OF UNION

DEPARTMENT OF ENGINEERING, PUBLIC WORKS & FACILITIES MANAGEMENT
Joseph A. Graziano Sr., Director

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Clerk of the Board

THOMAS O. MINEO, P.E.
County Engineer,
Director, Division of Engineering

Memorandum

TO: **All Potential Members**

FROM: **Thomas O. Mineo, P.E.**
County Engineer

DATE: **June 24, 2020**

RE: **ADDENDUM NUMBER 1**
Replacement of Stelle Avenue Bridge (Pl-1)
City of Plainfield, County of Union, New Jersey
BA # 18-2020
Union County Engineering Project # 2016-028

PLEASE NOTE THAT THE ATTACHED "ADDENDUM NUMBER 1" FORM MUST BE COMPLETED AND SUBMITTED WITH THE ORIGINAL BID SUBMISSION PACKET.

BIDDER'S NAME: Assunceo Brothers Inc.

ACKNOWLEDGMENT OF ADDENDUM

ADDENDUM NUMBER 1

DATED: June 24, 2020

COUNTY OF UNION

Replacement of Stelle Avenue Bride (PI-1)
City of Plainfield, County of Union, New Jersey

BA# 18-2020
Union County Engineering Project # 2016-028

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

Union County is issuing Addendum #1 for the above mentioned project as described below:

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick-up, etc.)	Date Received
ADDENDUM NUMBER 1: Plan Sheets: Replace Plan Sheet 15	email	6/24/20
Specifications: Replace Pages T45 and T46	email	6/24/20

ACKNOWLEDGMENT BY BIDDER:

NAME OF BIDDER: Assunceo Brothers Inc.

ORIGINAL SIGNATURE: _____

PRINTED NAME AND TITLE: Martin Assunceo - President

DATE: 7/8/20

SECTION 505 - PRE-CAST AND PRE-STRESSED STRUCTURAL CONCRETE

505.01 DESCRIPTION

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

The work to be performed under this Contract includes installation of pre-cast reinforced concrete arch, wingwalls and spandrel walls. It shall also consist of the construction of 1/2" depressed panels as shown on the plans, as well as the color stain applied to the concrete.

505.02 MATERIALS

505.02.01 Materials

THE FOLLOWING IS ADDED:

H&C COLORTOP Water-Based Solid Color Concrete Stain, Color: Sherwin Williams Cityscape (SW 7067), or approved equal

505.04 MEASUREMENT AND PAYMENT

THE FOLLOWING ITEM IS ADDED:

Item	*Pay Unit*
PRE-CAST REINFORCED CONCRETE WINGWALLS	LUMP SUM
PRE-CAST REINFORCED CONCRETE ARCH	LUMP SUM

THE FOLLOWING IS ADDED:

No separate or extra payment shall be made for the precast spandrel walls and color staining, but cost shall be included in the precast concrete items.

SECTION 507 - CONCRETE BRIDGE DECK AND APPROACHES

507.01 DESCRIPTION

THE FOLLOWING IS ADDED:

This work shall also consist of the construction of 1/2" depressed panels for the concrete parapets as shown on the plans, as well as the color stain applied to the concrete.

507.02 MATERIALS

507.02.01 Materials

THE FOLLOWING IS ADDED:

H&C COLORTOP Water-Based Solid Color Concrete Stain, Color: Sherwin Williams Cityscape (SW 7067), or approved equal

507.03 CONSTRUCTION

507.03.03 Date Panel

THE ENTIRE SUBSECTION IS CHANGED AS FOLLOWS:

The date panel is to be cast in one piece of statuary bronze. Background shall be in dark oxidized hard matted surface having a stippled appearance; borders and tops of letters to have a smooth, burnished finish. Concealed anchorage shall be 4-1/2" diameter threaded expansion type anchor bolts, non-corroding type.

Prior to constructing the date panel, submit a full-size drawing of the date panel showing the size and arrangement of letters for the approval of the County. Block letters shall be used. Date panel having dimensions shown on the drawing shall be set in concrete at determined by the County.

507.03.05 Concrete Parapet and Barrier Curb

THE SECOND PARAGRAPH IS CHANGED TO:

Cure using curing compound as specified 504.03.02.F. If drilling is required for subsequent construction, allow the concrete to cure for a minimum of 14 days before drilling.

507.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED:

No separate or extra payment shall be made for color staining, but cost shall be included in concrete items.

SPECIFICATIONS

FOR

REPLACEMENT OF STELLE AVENUE BRIDGE (PL-1)

CITY OF PLAINFIELD, COUNTY OF UNION, NEW JERSEY

BA#18-2020; UNION COUNTY ENGINEERING PROJECT #2016-028

June 2020

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COUNTY MANAGER
Edward T. Oatman

DEPARTMENT OF ENGINEERING, PUBLIC WORKS AND FACILITIES MANAGEMENT
Joseph A. Graziano, Sr., CPWM
Director, Department of Engineering, Public Works and Facilities Management

COUNTY ENGINEER
DIVISION OF ENGINEERING
Thomas O. Mineo, P.E.

Prepared by:

Remington & Vernick Engineers

Revised: 2020.02.19

COUNTY OF UNION
NOTICE TO BIDDERS

Sealed bids will be received by the assistant director of the Division of Purchasing, or her designee, at the County of Union, New Jersey on **July 8th, 2020 at 11:30 a.m.**, prevailing time, in the **6th Floor Conference Room**, U.C. Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey for:

REPLACEMENT OF STELLE AVENUE BRIDGE (PL-1)
CITY OF PLAINFIELD, COUNTY OF UNION, NEW JERSEY
BA#18-2020; UNION COUNTY ENGINEERING PROJECT #2016-028

Bid Packages may be obtained at no charge by registering and downloading at http://ucnj.org/bid-specs. Bid Packages may also be obtained in person from the Division of Engineering at 2325 South Avenue, Scotch Plains, New Jersey 07076 between 8:30 a.m. and 4:00 p.m. weekdays upon payment of a non-refundable money order or bank check in the amount of $275.00 made payable to the County of Union. No Personal / Company checks will be accepted. Requests for mailing of specifications will not be honored. For further information please call 908-789-3675.

The County reserves the right to reject any and all bids and to waive any and all informalities in the bid in accordance with the New Jersey Local Public Contracts Law.

***Public access to the County of Union Administration Building is currently restricted during the statewide public health emergency. Accordingly there will not be an in-person public opening but instead will be conducted live and streamed via the County of Union live streaming platform which will feature both audio and video capabilities. A link will be provided on the day of the opening at https://ucnj.org/.

Bids shall be submitted in a sealed envelope and clearly marked with the subject of the bid, name and address of the bidder, phone & fax number, and date of the bid opening. Each bid must be delivered to reach the Division of Purchasing prior to the stated time of the opening of the bids. The County will not be responsible for late delivery by the U.S. Mail or any other carrier. Hand delivery of proposals are strongly discouraged due to public restrictions. If delivered by hand, you will not receive confirmation of delivery. **No** late bids will be accepted.

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.

***Entire bid packages received will be scanned and available for public inspection on the portal, http://ucnj.org/itb, as they would be available for public inspection after an in-person bid opening. Bidders are reminded to review their submissions for any information they consider to be confidential. The County will not be responsible for the release of any information contained in the bid package which may be subject to confidentiality.

MICHELE HAGOPIAN, ASSISTANT DIRECTOR OF PURCHASING

UNION COUNTY BOARD
OF CHOSEN FREEHOLDERS

We're Connected to You!

REPLACEMENT OF STELLE AVENUE BRIDGE (PL-1)
City of Plainfield, County of Union, New Jersey
BA#18-2020; Union County Engineering Project #2016-028

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UNION COUNTY BOARD OF CHOSEN FREEHOLDERS
INSTRUCTIONS TO BIDDERS AND FORMS

DEFINITIONS

Wherever reference is made to the County, Title of Project, Bidder, or Vendor/Contractor they shall be as follows:

OWNER/COUNTY:
Union County Board of Chosen Freeholders
UC Administration Building, 6th Floor
10 Elizabethtown Plaza
Elizabeth, New Jersey 07207

ADDRESS INQUIRIES TO:
Union County Division of Purchasing
UC Administration Building, 3rd Floor
10 Elizabethtown Plaza
Elizabeth, NJ 07207
Attn: Michelle Hagopian, Assistant Director, Division of Purchasing
Telephone: 908-527-4130
Facsimile: 908-558-2548
ucbids@ucnj.org

ADDRESS BIDS AND SUBMIT TO:
Union County Division of Purchasing
UC Administration Building, 3rd Floor
10 Elizabethtown Plaza
Elizabeth, NJ 07207
Attn: Michelle Hagopian, Assistant Director, Division of Purchasing
Telephone: 908-527-4130
Facsimile: 908-558-2548
ucbids@ucnj.org

TITLE OF PROJECT: Replacement of Stelle Avenue Bridge (PL-1), City of Plainfield, County of Union, New Jersey, BA# 18-2020, UC Engineering Project# 2016-028

BIDDER: Bidder shall be a single overall contract bidder

ENGINEER:

COUNTY ENGINEER AND/OR CONSTRUCTION MANAGER (as applicable):

COUNTY ENGINEER:
Thomas O. Mineo, P.E.
Union County
Division of Engineering

CONSTRUCTION MANAGER:

GENERAL SPECIFICATIONS

1. BID FORM

Bids for this Work will be enclosed in a sealed envelope addressed to the Purchasing Division, County of Union, New Jersey, Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207, with the full name of the Project clearly marked on the outside. Refer to the sheet marked "Notice of Bid (Advertisement)" for the correct name of the Project. Bidders must submit their bids on the attached pricing sheet (Bid Form), in a sealed envelope addressed to the County and bearing on the outside: the name of the Bidder, Bidder's business address, and the title of the Project.

The Division of Purchasing will receive the bids for this Work at the Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey on the date and time noted on the sheet marked "**Notice of Bid (Advertisement)**".

The County will not assume responsibility for bids forwarded by mail. It is the individual's responsibility to see that the bids are presented to the Purchasing Division at the time and at the place designated.

Bids will be accepted only on the Bid Form supplied. Bids on forms other than the original supplied herein will be rejected. The "complete" Bid Documents includes the Bid Bond, Bid Form, Bidder's Checklist, Consent of Surety, Ownership Disclosure Certification, Non-Collusion Affidavit, and any other documents noted in these Instructions to Bidders or Contract Document to be submitted with this Bid.

The bidder will state in the bidding sheet the price per unit of measure for each scheduled Item of Work for which he will agree to carry out the Work, and the Total Bid Price for the construction of the Project.

The prices in the Bid Form shall be typed or written in pen and ink. Erasures or alterations must be initialed by the bidder in ink.

The bidding sheet for this Project may include a fixed amount as a Bid Allowance. If applicable, all bidders are required to add this fixed amount to their base bid and to include this additional amount in their Bid Bond. This sum will be included in the Contract as well as the performance, labor and materials bond. Payment by the County will be made to the Contractor from these funds only upon the completion of extra Work pursuant to a written Change Order(s) signed by the County's Engineer or his designee and the Contractor, prior to the commencement of such Work. Work commenced prior to written approval by the County shall be done at Contactor's risk. Such payment will only be in the amount agreed to by the parties, in writing in the Change Order(s). See Section 37, Change Orders, of these general specifications for further details.

Refer to Bid Document Submission Checklist for all required documents.

In the event there is a discrepancy between the unit price given and the extended total, the unit price will govern. Any discrepancies will be mathematically adjusted.

Insert applicable alternates, if any have been specified, applicable to the Bidder's Work. All alternates MUST be bid upon. Any Bidder's failure to do so will be deemed a material, non-waivable defect and shall render the bid nonresponsive. The Bidder shall clearly designate whether the change in price is an addition or subtraction, by using either a "+" sign or the word "addition", or in the alternative, a "-"sign or the word "minus". If there is no other change in price, the Bidder shall insert "NC" or "No Charge".

When two or more low bids are equal in all respects, awards will be made according to the provisions of N.J.S.A. 40A:11-6.1(d).

Where unit prices have already been established by the Contract Documents, the Bidder agrees that such unit prices shall prevail. All unit prices, whether filled in by the Bidder or established by the Contract Documents, shall become part of the Contract. No bid will be considered or award made, unless applicable unit prices, as required, are filled in.

The County reserves the right to reject any or all bids and also reserves the right to waive any minor informalities or non-material exceptions in the bids.

The County of Union has the right to reject any and all bids from any bidder that is in, or contemplates bankruptcy of any chapter of nature. Said bidder shall notify the County, in writing, of any condition or knowledge of the same.

Conditional bids will not be accepted. Bids may be withdrawn prior to the advertised time for the opening of bids or authorized postponement thereof or in accordance with the provisions of N.J.S.A. 40A:11-23.3 discussed below. Bids received after the advertised time shall not be considered. Bidders shall be solely responsible for premature opening or late delivery of bids not properly marked, addressed, or directed.

2. WITHDRAWAL OF BID DUE TO MISTAKE

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 Michele Hagopian, Assistant

Director, Division of Purchasing, County of Union, New Jersey, Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207. 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, Michele Hagopian, Assistant Director of the Division of Purchasing or his designee may contact all bidders, after bids are opened, to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

A bidder's request to withdraw the bid **shall** contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the County's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.

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

3. QUALIFICATIONS OF BIDDERS AND REQUIRED SUBMISSIONS

The County may make such investigation as it deems necessary to determine the ability of the Bidders to perform the Work, which includes investigation of any and all subcontractors listed with the bid. The Bidder shall furnish any information and data for this purpose as the County may request.

4. INTERPRETATIONS AND ADDENDA

Any explanation desired by a bidder regarding the meaning or interpretation of the Contract Documents must be requested in writing to the Assistant Director, Division of Purchasing at ucbids@ucnj.org with reasonable time allowed for a reply to reach bidders before submission of their bids. Any interpretation or instruction made by the County Engineer will be in the form of an addendum to the Contract Documents or clarification and will be furnished to all prospective bidders. Oral explanations or instructions given before the award of the Contract will not be binding. Bidders are required to bring to the attention of the Assistant Director, Division of Purchasing at ucbids@ucnj.org, the discovery of any apparent ambiguity, inconsistency, error, discrepancy, omission in the Contract Documents for interpretation and correction at least ten (10) working days before opening of bids with the exception of Saturdays, Sundays and holidays.

All Addenda issued through the Office of the Division of Purchasing are amendments to the Contract Documents and shall be considered in preparing bids. Same shall become part of the Contract Documents.

Addenda take precedence over all earlier documents and over each other according to the latest date. Addenda unless themselves interpretive remain subject to interpretation the same as any other document incorporated in the Contract.

Addenda may be issued by the Assistant Director, Division of Purchasing up to seven (7) working days prior to the opening of bids. Failure of any bidder to receive an addendum shall not relieve such bidder from the obligation imposed by such addendum. Bidders are to keep themselves currently acquainted with the Contract Documents during the entire bidding period and make inquiry on their own initiative as to issuance of any Addenda. Receipts of all Addenda shall be acknowledged on the "*Acknowledgement of Receipt of Changes*" included in the bid package and must be submitted with the bid.

5. OBLIGATION OF BIDDER TO INSPECT SITE AND CONTRACT DOCUMENTS

At the time of the opening of bids, each Bidder will be presumed to have inspected the site(s) and to have read, and be thoroughly familiar with the Contract Documents. The failure or neglect of any Bidder to receive or examine any form, instrument, or document shall in no way relieve any Bidder from any obligation in respect to its bid.

The Bidder shall examine the contents of the Project Manual and the set of Drawings and assure itself that all pages of the Specifications, Drawings, and other Contract Documents are included in the documents obtained for bidding purposes. Should the Specifications, Drawings, and other Contract Documents be incomplete, the Bidder shall notify the County Engineer in writing, who will supply the Bidder with any missing pages of Specifications, Drawings, or other Contract Documents. The lack of such written notification by the Bidder will be construed as evidence that the Specifications, Drawings, or other Contract Documents supplied it for bidding purposes are full and complete and as a waiver of any subsequent claim to the contrary.

6. BID AND PERFORMANCE GUARANTEE

Each bidder must furnish a Bid Bond, Certified Check or Bank Cashier's Check in the amount of ten percent (10%) of the Bid. Checks shall be drawn to the order of the County of Union, New Jersey, not to exceed $20,000.

Each bidder must furnish with the bid a certificate from a Surety Company, i.e. Consent of Surety, stating that in the event of the contract being awarded to said bidder, such Surety Company will provide the Contractor with bonds guaranteeing the faithful performance of the Work in accordance with the plans and specifications, and the payment for labor, materials, and all other indebtedness which may accrue on the account of this Work. A Performance, Labor and Materials Bond will be furnished by the Contractor upon an award of Contract, and will be in the amount of 100% of the contract price.

A one-year Maintenance Bond will be required upon acceptance of the Project by the County in the amount as stated in Section 15 of the General Specifications. Bonds will be written by a firm authorized to issue the bonds under the laws of the State of New Jersey and be in a form acceptable to the County Counsel.

N.J.S.A. 40A:11-1 *et seq.* allows the prime Contractor to furnish the Performance Security for his Subcontractors. The County of Union requires Performance Security to be furnished by the prime contractor for the entire job in the total amount of the contract.

The County will return all certified checks or cashier's checks after the proposals have been opened, tabulated and reviewed except those of the three (3) bidders lowest responsible bidders. The County will return the checks of these bidders when a contract is awarded to the successful bidder within ten (10) days after the award of the contract.

If the successful bidder refuses or neglects to sign an agreement and furnish the required bonds, the Bid Bond will be held and used by the County to offset any damages for such refusal or neglect.

7. COMMENCEMENT AND COMPLETION

Work will not commence until a Notice to Proceed is received from the County Engineer.

Upon substantial completion of the Project, the Contractor must request a joint inspection with the County Engineer. Upon completion of this inspection, the County Engineer will prepare a list of incomplete or incorrect items (punch list) and have Contractor initial and date same. The Contractor shall rectify all deficiencies noted on the punch list within 30 calendar days of receipt of the list. The County Engineer may approve extensions for extenuating circumstances.

8. BIDDER AFFIDAVIT

All Bidders are required to complete, sign, and submit with their Bid, the attached "Affidavit Regarding List of Debarred, Suspended or Disqualified Bidders". (See form enclosed)

9. LABOR AND MATERIALS

The prices will cover all costs of any nature incident to and growing out of the Work, including all labor, material, equipment, transportation, loss by damage or destruction of the Project, settlement of damages, and for replacement of defective work or materials. N.J.S.A. 54:32B-1 et seq. exempts all materials sold to the County of Union from sales or use taxes and should not be included in the prices provided on the Bidding Sheet.

10. INSURANCE REQUIREMENTS

The County of Union requires all contractors to be able to comply with the following insurance requirements. In the event a bid is accepted by the County, the contractor must accept the applicable insurance requirements, as set forth below, as part of any contract awarded to it by the County.

Contractor shall carry and maintain at all times while the contract is in full force and effect, the following insurance coverage with an insurance company or companies acceptable to the County, with limits not less than those shown below. A Certificate of Insurance shall be filed with the County prior to commencement of any Work indicating the following:

a) Commercial General Liability (CGL): Coverage for all operations including, but not limited to, contractual, products and completed operations, and personal injury with limits no less than $5,000,000 per occurrence/$10,000,000 aggregate. The County of Union, its Board of Chosen Freeholders, officers, employees, agents and servants shall be included as an additional insured. Coverage is provided on a primary and non-contributory basis to the County of Union, et al.

b) Automobile Liability: Coverage for all owned, non-owned and hired vehicles with limits not less than $5,000,000 per occurrence, combined single limits (CSL) or its equivalent.

c) Workers Compensation: As required by the State of New Jersey and Employers Liability with limits not less than $1,000,000 per accident for bodily injury or disease.

d) Professional Liability (if design/build): Coverage with limits not less than $1,000,000 per occurrence or claim, $2,000,000 aggregate

e) Contractor's Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors & Omissions (if project involves environmental hazards): Coverage with limits no less than $1,000,000 per occurrence or claim/$2,000,000 aggregate.

f) Builders Risk (for major renovations): During the course of construction utilizing an "All Risk" coverage form with limits equal to the completed value of the project and no coinsurance penalty provisions.

Where applicable, a waiver of subrogation in favor of the County of Union, its Board of Chosen Freeholders, officers, employees, agents, servants and the State of New Jersey is to be included in those policies of insurance where permitted by law.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Special Risks or Circumstances: The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

11. INDEMNIFICATION REQUIREMENTS

The County of Union requires all bidders to accept the following indemnification requirements in the event the County accepts their bid. The Contract awarded by the County to the successful bidder will contain the following provision:

> "To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the owner and the owner's consultants, agents, representatives, and employees from and against any and all claims, damages, losses, costs, and expenses, including, but not limited to attorneys' fees, legal costs and legal expenses arising out of or resulting from the performance of the Contractor's work under this contract, provided that such claim, damage, loss, cost, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) caused or alleged to be caused by the negligent acts, negligent omissions, and/or fault of the Contractor, anyone directly or indirectly employed or retained by the Contractor, or anyone for whose acts the Contractor may be liable regardless of whether caused in part by the negligent act or omission of a party indemnified hereunder provided it is not caused by the sole negligence of a party indemnified hereunder. Contractor shall further indemnify and hold harmless the County and the County's consultants, agents, representative, and employees from and against any and all claims, damages, losses, costs, and expenses, including, but not limited to attorneys' fees, legal costs and legal expenses, arising out of or resulting from performance of the work, provided that such claim, damage, loss, cost, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) caused or alleged to be caused by the negligent acts, negligent omissions, and/or fault of the County or the County's consultants, agents, representatives, or employees and arises out of this project and provided such claim, damage, loss, cost, or expense is not caused by the sole negligence of a party indemnified hereunder."

12. ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall hold the County harmless from loss on account thereof.

13. PLANS AND SPECIFICATIONS

In carrying out the Work, the plan(s) and the specifications will be followed by the Contractor. Minor alterations in the plan may be made or permitted by the County Engineer from time to time and, if no additional Work is necessary, there will be no additional charge for carrying out such minor alterations.

The Contractor shall provide the County Engineer a set of reproducible as-built drawings upon completion of the Project. The Contractor shall maintain an updated construction progress plan in the Project field office at all times.

When applicable, The New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, as amended, and Supplemental Specifications for State Aid Projects, herein after referred to as the "Standard Specifications", are made a part of these specifications and contract for the improvements, and will govern the construction of this Project, the material used and the execution of this Project, except as revised and modified herein. The references to these specifications are given herein for the purpose of aiding in the rapid location of the description of the various items herein specified. The entire Work must be carried on and completed to the satisfaction of the County. The Standard Specifications are amended as follows:

"Any reference to the Commissioner, Department, Department Laboratory, Engineer or Inspector should be redefined to be the County of Union".

14. GUARANTEE AGAINST DEFECTIVE WORK

Prior to final payment being made or before the release of the performance security required by Section 3 above, the Contractor and Surety shall execute and deliver to the County an original Maintenance Bond with an original signature and seal having a penal sum equal to:

A) One hundred percent (100%) of the final adjusted Contract amount, if such amount is $50,000.00 or less;
B) Fifty percent (50%) of the final adjusted Contract amount, if such amount be greater than $50,000.00 but less than $250,000.00; and,
C) Twenty-five percent (25%) of the final adjusted contract amount, if such amount is $250,000.00 or more.

The Bond and Surety shall be satisfactory to the Union County Counsel. The Surety shall hold a Certificate of Authorization to do business in the State of New Jersey and shall conform to P.L. 1995 c.384, codified as N.J.S.A. 2A:44-143, 144. The Surety Disclosure Statement and Certification required by N.J.S.A. 2A: 44-143, 144, shall be attached to the Bond. Such Maintenance Bond shall remain in full force and effect for a period of one (1) year from the date of Final Completion. Such Maintenance Bond shall also provide that the Contractor and the Surety guarantee to replace for the said period

of one (1) year from the date of Final Completion, all Work performed and/or all materials furnished that were not performed or were not furnished in accordance to the terms and performance requirements of the Contract Documents, and will make good any defects thereof which become apparent before the expiration of one (1) year. If, during that period, any part of the Project, in the judgment of the Engineer, is found defective, the Contractor will repair or replace same within five (5) days of receipt of notice from the County Engineer. If the Contractor refuses or neglects to do such Work in the time specified, the County Engineer may have the Work done by others and the Contractor or his Surety thereof will pay the cost.

The Contractor will furnish the County a Maintenance Bond for a percentage of the final adjusted contract price, as stated above. The one (1) year period will start the day of Final Completion of Project by the County. Final payment is conditional on the receipt of a maintenance bond in a form acceptable to County Counsel.

15. TRAFFIC AND STREET MAINTENANCE

The Work must be started and performed by the Contractor in such a manner as to minimize delays to the traveling public. It must be completed in a timely fashion, with little or no inconvenience to traffic and pedestrians, where such inconvenience may be avoided.

All municipal, county, and state roadways shall remain open to traffic unless otherwise provided for in the technical specifications.

If modified traffic patterns are authorized in order to provide a safe working or traveling environment, the Contractor is responsible for providing all equipment, barrels, cones, signs, and barricades to implement the work zone and detours, unless otherwise specified in the technical specifications. All work zones and detours shall be established in accordance with the technical plans and specifications if provided or in strict compliance with the current version of the Manual for Uniform Traffic Control Devices (MUTCD). The Contractor shall obtain approval for these work zones and detour plans from the Municipal Police or applicable police agency and the Union County Bureau of Traffic Maintenance prior to implementation.

All traffic control plans shall provide for safe movement of vehicular, bicycle, and pedestrian traffic. Particular attention shall be given to requirements of the Americans with Disabilities Act.

No portion of any street or alleyway may be used for the storage of any materials or equipment without the approval of the Municipal Police or other applicable police agency. Sidewalks, gutters, drains, fire hydrants and private drives shall be maintained for their intended use unless specifically approved by the County Engineer.

Upon suspension of Work, at the end of the day or for protracted periods, the Contractor shall remove all rubbish and materials from the Work site to the approved storage/staging location. All road cuts, saw cuts, and trenches that may pose hazard to vehicular, pedestrian, or bicycle traffic, to include handicapped users, shall be filled to the surface of the roadway or sidewalk. At no time will steel plates or settled trenches be allowed at the daily suspension of Work, unless specifically approved by the County Engineer.

Use of Traffic Control Officers shall be determined by the County in accordance with the provisions of N.J.S.A. 40A:11-23.1(c). If applicable to the Project, the County shall have provided an allowance for same as set forth in the Bid Form.

With respect to pedestrian traffic, the Contractor shall install signs restricting access of the general public and, as necessary, Union County employees to the area of construction. The Contractor shall provide safe access to required areas and place physical barriers to restricted areas. These barriers may range from caution tape to actual barriers, at the direction of the County Engineer.

16. CONTRACTOR'S EMPLOYEES

The Contractor must employ only suitable and competent labor in the Work, and must remove from the Work any incompetent, unsuitable, or disorderly person upon complaint from the County Engineer.

The parties to any contract resulting from this proposal do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4 (discrimination in employment on public works contracts): 34:11-56.25 et seq. (payment of prevailing rate of wages determined pursuant to N.J.S.A. 34:11-56.30 by the Commissioner), and the Rules and Regulations promulgated pursuant thereto, are hereby made a part of any contract and are binding upon them.

There will be no discrimination against any employee who is employed in the Work to be covered by any contract resulting from this bid because of age, race, creed, color, national origin, ancestry, marital status or sex.

Any person, firm, or corporation violating the provisions of this Section will be deemed and judged a disorderly person.

17. OWNERSHIP DISCLOSURES REQUIRED

Pursuant to P.L. 2016, c. 43, codified as N.J.S.A. 52:25-24.2.no corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies the County unless prior to the receipt of the bid or accompanying

the bid, of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own ten percent (10%) or more of its stock, of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein, or of all members in the limited liability company who own a ten percent (10%) or greater interest therein, as the case may be. If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding ten percent (10%) or more of that corporation's stock, or the individual partners owning ten percent (10%) or greater interest in that partnership, or the members owning ten percent (10%) or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non corporate stockholder, and individual partner, and member, exceeding the ten percent (10%) ownership criteria has been listed.

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

(See forms attached)

18. NON-COLLUSION AFFIDAVIT

The Bidder shall submit with its bid either the attached completed "Non-Collusion Affidavit" or a statement of non-collusion with verbiage similar to same.

19. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCES

The successful bidder shall be required to complete and submit an Initial Project Workforce Report, New Jersey Department of Treasury Form AA-201, upon notification of award. Failure to submit this completed form may result in the Contract being terminated.

The successful bidder shall also be required to submit a copy of its Monthly Project Workforce Report, New Jersey Department of Treasury Form AA-202, to the New Jersey Department of Treasury's Division of Public Contracts Equal Employment Opportunity Compliance and to the Board.

20. COMPLIANCE WITH NEW JERSEY PREVAILING WAGE ACT

The County of Union, in order to fulfill the requirements of N.J.S.A. 34:11-56.25 et seq, requires that the following additional conditions be strictly followed. The bidders represent that he is not listed or is not on record in the Office of the Commissioner or the Department of Labor and Workforce Development as one who failed to pay prevailing wages in accordance with the provisions of this Act. The bidder agrees to the inclusion of a contract provision upon award which specifically requires said Contractor to fully comply with each and all of the requirements of the aforesaid Act as it relates to prevailing rates of wages on public contracts as set forth in the New Jersey Prevailing Wage Act, P.L. 1963, Chapter 150 and P.L. 1974, Chapter 64.

A Copy of the Prevailing Wage Rates is attached for your reference. Applicable rates are those wages and fringe benefit rates in effect on the date the contract is awarded. All predetermined rate increases listed at the time the contract award must also be paid, beginning on the dates specified. Rates may change between the time of issuance of this determination and the award of the public works contract. Therefore, prior to the award of the contract, verification must be made with the Public Contracts section, to insure that the rates contained in this determination are still prevailing.

The Contractor agrees to abide and be bound by each and all of the said statutory provisions with respect to the payment of prevailing rates of wages, and acknowledges that the County reserves the right to terminate the Contractor's (or his subcontractors') right to proceed with the scope of Work, or such portion thereof that relates to the failure to pay prevailing rates of wages. In such event or under the terms of N.J.S.A. 34:11-56.27, the Contractor and his surety will be liable to the County of Union for any excess costs occasioned by such a violation.

The Contractor or subcontractors for this Project will post the Prevailing Wage Rates for each craft and classification involved as determined by the Commissioner of Labor and Industry, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the Work or at such place or places as are used by them to pay workmen their wages.

The County of Union requires a copy of payroll records from the Contractor and subcontractors. Payroll records shall be submitted with each voucher request for payment. Prevailing wage rates may be obtained from the New Jersey Labor, Division of Workplace Standards, Public Contracts Section, (609-292-2259).

In addition to compliance with the New Jersey Prevailing Wage Act, the County requires compliance with procedures established by Resolution No. 2014-0408 adopted by the Union County Board of Chosen Freeholders on May 8, 2014. The resolution is furnished in Section 51 of these General Specifications.

UNION LABOR IS PREFERRED ON ALL COUNTY WORK

The foregoing reference to specific laws will not be deemed to be a limitation of obligation of the Contractor to perform his obligations in full compliance with the provisions and requirements of all federal and state statues and local ordinances applicable to the Work to be done under the contract.

It is agreed and understood that any contracts and/or orders placed as a result of this proposal will be governed and construed and the rights and obligations of the parties hereto will be determined in accordance with the laws of the State of New Jersey.

Upon completion of the Work, the Contractor will furnish a Certification of Compliance with the New Jersey Prevailing Wage Act. The certificate in a form acceptable to County Counsel is a condition of the final payment. (See form attached)

21. BRAND NAME OR EQUAL

When the Specifications, Forms, and other Contract Documents use "brand name or equivalent" or similar language, the listed brand name shall serve as a reference or point of comparison for the functional or operational characteristic desired for the goods or services being requested. Where a bidder attempts to submit an equivalent product for a brand name, it shall be the responsibility of the bidder to fully describe and document the product to be provided with the bid in order to establish the equivalence claim.

A. If the Bidder proposes to offer substitute goods as an equal to those specified herein, the bidder shall so indicate with the Bid Proposal. For the purposes of this paragraph, a proposed item shall be considered equal to goods specified herein if:

1. The County, in its sole discretion, determines that: (i) the goods conform substantially, even with deviations, to the brand name goods specified herein; (ii) the goods are equal to or greater than the brand name goods specified herein in terms of quality, durability, functionality, appearance, strength and design; (iii) the goods are capable, at least as well as the brand name goods specified herein, or performing with existing equipment; and (iv) the goods do not cost the County more than the brand name goods specified herein costs the County.

B. To offer substitute goods as an equal to those specified herein, it is necessary that:

1. The Bidder submits sufficient information with its bid to permit the County to determine that the goods are equivalent to the brand name goods specified herein, including, but not necessarily limited to the brand, catalog number and specifications/data sheets;

2. The Bidder fully identifies and describes the variations of the goods from the brand name goods specified herein on a separate sheet that is to be submitted with the bid proposal. Bidder's literature WILL NOT suffice in explaining exceptions to these specifications.

3. The Bidder certifies that the goods (i) are similar in substance to the brand name goods specified, and (ii) are suited to the same use as the item specified;

C. The County shall be allowed a reasonable time within which to evaluate the Bidder's proposal to offer substitute goods as an equal to those specified herein. The County shall be the sole judge of acceptability. No "or-equal" goods shall be ordered, delivered, assembled, set-up or utilized until the County's evaluation is complete. The County's determination as to equivalency shall be deemed final and absolute.

In the event the Bidder does not provide sufficient supporting documentation with the bid, it will be presumed and required that the brand name goods and services as described in the specifications will be provided.

22. LINES AND GRADES

Normally, horizontal and vertical control points will be provided in the technical specifications. All other surveying will be the responsibility of the Contractor unless otherwise noted.

23. NUMBER OF WORKING DAYS

In accordance with N.J.S.A. 40A:11-17, the Work for the within Project shall be completed as specified on the Time of Completion Form. See form attached

There shall be taken a deduction from the contract price, or any wages paid by the County, to any inspector(s) necessarily employed by it on the Work, for any number of days in excess of the number allowed in the specifications.

24. PROMPT PAYMENT OF CONSTRUCTION CONTRACTS (NJ Prompt Payment Act)

Pursuant to N.J.S.A. 2A:30A-1 et seq., payment to the Contractor, other than for Work done pursuant to a contact allowance, where applicable, shall be processed and paid as follows:

1. All contractor bills shall be either approved for payment, or notice provided as to why the bill or any portion of it will not be approved by the representative(s) of the governing body no later than the public meeting following 20 calendar days of the billing date as defined in the statute.

2. If the billing is approved, said bill shall be paid in the payment cycle following the meeting.

25. STOPPING WORK ON ACCOUNT OF BAD WEATHER

Work must only be performed in weather suitable for the type of construction planned or underway. Extremes in temperature, humidity, precipitation, evaporation, etc. can detrimentally affect the constructed product. Refer to the Standard and Technical Specifications for specific items.

26. ACCESS FOR OTHER CONTRACTORS

The Contractor for this Work will give proper access to other contractors who may be employed upon the Project and must not hinder or delay unnecessarily any Work that may be progressing under other contracts.

27. CONDEMNED MATERIALS AND WORK

Any materials and or part of the Work that may be condemned by the County Engineer will be removed and replaced by the Contractor or otherwise rectified, as may be directed by the County Engineer. No payment will be made upon the Work until such faulty work has been made good as may be directed. In the event the Contractor refuses or neglects to make good such faulty work, he will be deemed to have abandoned the contract and proceedings may be taken against him as provided herein.

28. STORAGE

In the event that it is necessary for the Contractor to stockpile or store materials or equipment on the job site, the Contractor shall inform the County of such necessity and the County may offer available space, if any, for storage of such materials or

equipment. The Contractor shall use said space only for such purpose. Any and all materials which may be stored in such space or which may be brought onto the job site at any time by the Contractor will be at the Contractor's sole risk. The County will not be responsible for loss of or damage to said materials or equipment for any cause whatsoever. The Contractor shall take necessary measures to protect any such storage area and shall be responsible for any and all damages.

29. FINAL CLEAN UP

Upon completion of the Work, the Contractor will remove all equipment, unused materials, rubbish, etc., and will repair, or replace in an a manner acceptable to the County Engineer, all areas that may have been damaged in the prosecution of the Work. Same shall be a condition precedent to final payment. Should said Contractor fail to comply with this requirement, the County shall undertake the clean-up with its own forces and charge the cost of same against the Contractor's contract balance.

30. SUB-LETTING OF WORK

Except for the List of Subcontractors, pursuant to N.J.S.A. 40A:11-16 (See form attached), no portion of the Work will be sublet by the Contractor to any other entities, except with the consent of the County Engineer. A complete list of subcontractors must be submitted to the County Engineer at the preconstruction meeting. If the job does not warrant a preconstruction meeting, the Contractor must submit such list prior to the start of Work.

All Subcontractors will be subject to N.J.S.A. 34:11-56 et al.

N.J.S.A. 40A:11-16 requires the bidder to list in the bid sheets the name or names of all subcontractors involved in the following types of Work: plumbing and gas fitting and all kindred work, steam and hot water heating, ventilating apparatus, steam power plants and kindred work, electrical work, ornamental iron work, and structural steel. In addition, the County may require the identification of specific additional subcontractors. If these trades are expected to be part of the contract, such subcontractors should be listed on the "Subcontractor Identification Statement List of Subcontractors" and Bidder shall certify same on the accompanying sheet titled "Subcontractor Identification Certification". (See forms attached) **Bidder's failure to submit these two forms shall be considered a material defect and result in rejection of Bidder's bid.** Substitutions of any listed subcontractors pursuant to N.J.S.A. 40A:11-16 will not be permitted except with the consent of the County Engineer.

31. SAFETY

The Contractor shall observe all rules and regulations of the Federal, State, and local health officials. Attention is directed to Federal, State, and local laws, rules, and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to the worker's health or safety.

The Contractor shall admit to the site, without delay and without the presentation of an inspection warrant, any inspector of OSHA or other legally responsible agency involved in safety and health administration upon presentation of proper credentials.

The Contractor shall make available to the Contractor's employees, subcontractors, the County Engineer, and the public, all information pursuant to OSHA 29 CFR Part 1926.59 of The Hazard Communication Standard 29 CFR 1910.1200, and shall also maintain a file on each job site containing all Material Safety Data Sheets (MSDS) for products in use at the Project. These Material Safety Data Sheets shall be made available to the Engineer upon request.

The Contractor shall at all times conduct the Work to provide for the safety and convenience of the general public and protection of persons and property. The safety provisions of applicable laws, OSHA regulations, building and construction codes, and the rules and regulations of the New Jersey Department of Labor and Workforce Development shall be observed.

32. QUALITY, SAFETY AND PERFORMANCE STANDARDS

All goods and services must be constructed and provided with the highest quality materials and workmanship. It is the intent of these specifications that only equipment equal to, or exceeding, the standard specified will be acceptable in order to protect the safety of the occupants of the Building.

33. MATTERS NOT MENTIONED IN CONTRACT DOCUMENTS

Any Work, material, or method, not specifically described in these specifications, but shown upon the plans of the Work, will be carried out as shown on said plan.

34. PERMITS

The Contractor will obtain all necessary permits required by law and provide the County with necessary approvals prior to commencement of permitted Work.

35. CONTRACTOR TO PROVIDE PROOF OF PAYMENT

Upon the completion of the Work, the Contractor will furnish a General Release as proof that all claims for labor, materials, etc., have been settled by the Contractor. The General Release, in a form acceptable to County Counsel, is a condition of final payment.

36. CHANGE ORDERS

The applicability of change orders and change order procedures shall comply with *N.J.S.A.* 40A:11-16.7 and *N.J.A.C.* 5:30-11.1 *et seq.*, "Change Orders and Open End Contracts".

37. SUPPLEMENTAL WORK

In case any supplemental work is necessary, it will be performed by the Contractor at a price fixed by agreement between the Contractor and the County Engineer and approved by the County as specified in Section 36. The Contractor will do no supplemental work on any character, for which the Contractor will demand pay, except upon the written order of the County.

38. FORM OF CONTRACT

The Contract will be subject to all statutory provisions on the matter of Public Works, Public Contracts, The Law Against Discrimination, the Laws Governing Affirmative Action and Prevailing Rates of Wages under the laws of New Jersey.

The Agreements shall be executed by both parties not later than twenty-one (21) days from the date of the award by the County (Sundays and holidays excluded); however, such time frame may be extended by agreement of the parties.

39. PROGRESS PAYMENTS

Monthly progress payments will be made based on the value of labor and materials incorporated in the Work and of materials suitably stored at the site. An itemized schedule of values shall be submitted with each Application for Payment.

(Refer to the Owner/Contractor Agreement for Retainage and other conditions pertaining to payment and the application of N.J.S.A. 2A:30A-1 et seq.)

All Applications for Payment shall be accompanied by paid invoices for materials incorporated in the Work and for materials suitably stored at the site, and affidavit(s) by Subcontractors whose Work was included in the next to the last application to the effect such Work and such materials have been paid for.

No payment shall be made without Contractor having provided all submittals set forth in this Section, and the approval of same by the County.

For contracts exceeding $100,000.00, monthly payments will be made on the Work to the extent of 98% of the value of the Work done which is considered to be retainage.

For contracts less than $100,000.00, monthly payments will be on the Work to the extent of 90% of the value of the Work done. In lieu of the retainage, the Contractor will, at his option, deposit with the County Counsel negotiable bearer bonds of the State of New Jersey or any political subdivision thereof, equal to the amount otherwise withheld as retainage.

When the Project is completed, the final cost of the Project will be based on actual quantities of authorized Work done under each item scheduled in the bidding sheet and approved Change Orders, if any. The money due to the Contractor as determined by said final certificate after deduction of previous monthly payments on account, will be paid to the Contractor in accordance with the terms of the contract dealing with Prompt Payment, providing, however that before such final payment is made, all outstanding claims against the Contractor must be satisfied. Before final payment is released, the Contractor must furnish: a) Maintenance Bond (see Section 6 of these general specifications); **b)** Certification of Compliance, New Jersey Prevailing Wage Act (see Sections 21 and 51); and **c)** General Release (see Section 36) in a form satisfactory to County Counsel; **d)** complete set of as-built plans in the latest AutoCad on compact disc; and e) a complete set of in-progress photos in jpg, jpeg, or bmp digital format on a compact disc.

40. INSPECTION

The Work must be done in accordance with the plans and specifications, and will be inspected by the County Engineer. An inspector may be placed upon the Work at any time by the County Engineer to see that the plans, specifications, and instructions of the County Engineer are carried out. In connection herewith, bidders are referred to N.J.S.A. 40A:11-17.

41. DAMAGES

The Contractor will be held responsible for all damages that may occur to Work, or to persons or property by reason of the nature of the Work or from the elements, or by reason of inadequate protection of the Work, or from any carelessness or negligence on his part or on the part of his employees. The County will withhold payments on the Work until all suits or claims for damages sustained on, or by reason of, this Work will have been settled by the Contractor.

The construction and final completion of this Work will be guaranteed by the Contractor. Any damages that may be done to the Work or any part thereof, by the elements or otherwise, during its construction, will be made good by the Contractor.

42. LIQUIDATED DAMAGES

If the Project is not completed within the time specified herein or within such further time as may have been granted by the County Engineer, then the Contractor hereby agrees to pay to the County as liquidated damages, but not as a penalty, $1,000.00 per day for each and every calendar day that he is in default on time to complete the Work. The said sum will be deducted from moneys due the Contractor and if the damages exceed this amount, then the Contractor or his Surety Company will pay the excess. These damages may be waived at the option of the County.

43. AFFIRMATIVE ACTION REQUIREMENTS

EXHIBIT B
(Revised 4/10)

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

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. I7:27-7.2; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from

compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. I7:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

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

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

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

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

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

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

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

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

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

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

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

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

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

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall

not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

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

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

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44. INVESTMENT ACTIVITIES IN IRAN

Pursuant to *N.J.S.A.* 52:32-55 *et seq.*, prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.

45. COMPLIANCE WITH THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT - (N.J.S.A. 34:11-56.48 et. seq.)

Pursuant to the above-referenced law, Bidders are required to be registered with the New Jersey Department of Labor and Workforce Development and to possess a current certificate by said Department indicating compliance with the Act prior to the time and date that bids are received. Bidders are notified of this requirement of their compliance. Such certificates or applications shall also be provided for each Subcontractor furnishing plumbing and gas fitting, steam and hot water heating and ventilating apparatus, and all kindred work, steam power plants and kindred work, electrical work, structural steel and ornamental iron work, and such other subcontractors as the specifications require relative to prior identification.

46. UTILITIES

Attention of the 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 and described herein. The accuracy and completeness of this information is not guaranteed by the County Engineer and the bidder is advised to ascertain for himself all the facts concerning the location of these and other utilities.

The Contractor will not proceed with his Work until he has made diligent inquiries of all public utility and municipal officials to determine the exact location of all-underground structures and pipes within the site of the Project. The Contractor will notify utility owners not less than ten (10) days in advance of the time he proposes to perform any Work that will endanger or affect their facilities in compliance with **New Jersey One-Call.** In excavating in any part of the Work, care must be taken not to remove or damage any gas, water, sewer, or other pipe, conduit, or structure, - public or private - without the concurrence of the owner and the County Engineer. The Contractor will, at his own expense, shore up, secure and maintain a continuous flow in such structures, and will keep them in repair until final acceptance of the Work.

When pipes or other structures are encountered or when the removal, relocation or protection of these utilities are necessary in carrying out the Project as planned, the Contractor will cooperate with the owner of said utilities and will permit the owners or their agents access to the site of the Work in order to relocate or protect their facilities and not hinder or delay unnecessarily the Work of the owners in moving same. No extra

allowance of payment will be made to the Contractor for the use of any materials, equipment, etc., or for the performance of any Work in connection with the moving of said structures unless the Contractor is specifically ordered by the County Engineer to furnish such materials, equipment, or services. If directed by the County Engineer to do any Work or furnish any materials or equipment, payment will be allowed the Contractor in accordance with the unit prices bid for such Work, or, if such items are not scheduled in the proposal, such Work shall be allowed "Supplemental Work" as provided in Section 39 of these general specifications. The corporations, companies, agencies or municipalities owning or controlling the utilities, and the name, and telephone numbers are listed in the beginning of the Technical Specifications.

47. MATERIAL COMPLIANCE AND SHOP DRAWINGS

The Contractor will require the manufacturer or supplier to furnish three (3) copies of Certification of Compliance with each delivery of materials, components and manufactured items for the Project. Two (2) copies will be furnished to the County Engineer; one copy will be retained by the Contractor. Certificates of Compliance will contain the following information:

1. Project to which material is consigned;
2. Name of the Contractor to which the material is supplied;
3. Kind of material supplied;
4. Quantity of material represented by the Certificate;
5. Means of identifying the consignment, such as label marking, seal number, etc.;
6. Date and method of shipment;
7. That the material is in conformity with the pertinent specifications stated in the certificate; and
8. Signature of a person having legal authority to bind the supplier.

The Contractor will submit to the County Engineer for his approval five (5) copies of complete and fully detailed shop or working drawings for those items listed in the beginning of the technical specifications.

Each drawing will identify the name of the job, location and Contractor.

All drawings will be approved in accordance with the standard specifications. Refer to the Technical Specifications for specific items.

All materials or articles used in the Work will be of American manufacture, insofar as same are available, in conformance with N.J.S.A. 40A:11-18.

48. PRECONSTRUCTION

In order to provide full coordination of this Project among the parties concerned, the County Engineer will arrange for a preconstruction meeting between the Contractor, County Engineer and other interested parties as soon as possible after the contract is executed. At this meeting the Contractor will present his proposed schedule of Work which shall be subject to review and approval of the County through its designated representatives.

49. DISPUTES UNDER THE CONTRACT

A dispute arising under the Contract shall be submitted in writing to the County Engineer with all facts and supporting data. The County Engineer will review the dispute and issue his decision or request additional facts or documentation after which he will render his decision.

In the event the dispute is not then resolved, the matter shall, pursuant to law, be submitted to mediation before being submitted to a court of competent jurisdiction venued in Union County.

The County Engineer will notify the County Counsel when a matter is to be submitted to mediation. The County Counsel will communicate with the parties and inform them of the procedures to be followed in making such a submission.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

50. CONTRACTOR BUSINESS REGISTRATION CERTIFICATE

Pursuant to N.J.S.A. 52:32-44, the County of Union is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

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

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

During the course of contract performance:

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

2) the contractor shall maintain and submit to the County of Union a list of subcontractors and their addresses that may be updated from time to time.

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

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

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

51. BID PROTEST – LEGAL FEES AND COSTS

In the event a Bidder unsuccessfully challenges a Bid Submission by filing an action in a court of law concerning same, said Bidder shall be responsible for payment of reasonable legal costs and fees incurred by the County relating to said protest.

52. AMERICAN GOODS AND PRODUCTS WHERE POSSIBLE

Bidder shall comply with the requirements of N.J.S.A. 40A:11-18 and use only manufactured and farm products of the United States, wherever available, for the Project.

53. NEW JERSEY PAY-TO-PLAY REQUIREMENTS

This Contract is required by law to be publicly advertised for bids. As such, lists of political contributions pursuant to N.J.S.A. 19:44A-1 et seq. are NOT REQUIRED to be provided with the bids.

54. STATEMENT OF EQUIPMENT TO BE USED IN CONSTRUCTION

Pursuant to N.J.S.A. 40A:11-20 entitled Certificate of Bidder Showing Ability to Perform Contract, the County requires a Certification from all bidders submitting a bid showing that the Bidder owns, leases, or controls all necessary equipment required by the Project Plans and Specifications. All bidders shall provide this information at the time of the bid opening using the attached form entitled, "CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT'.

If the Bidder is not the actual owner of the equipment, it shall state the source from which the equipment will be obtained and shall attach a certificate from the owner or person in control of the equipment demonstrating that the equipment owner has granted the Bidder control of the requisite equipment during such time as may be necessary for completion of the portion of the contract for which the equipment is necessary.

55. NEW JERSEY SALES AND USE TAX REQUIREMENTS,

Contractors are required to comply with the following:

New Jersey Sales and Use Tax Requirements: All contractors with subcontractors, or any of their affiliates, who enter into contracts for the provision of goods or services with or for New Jersey local government entities, are required to collect and remit to the New Jersey Director of Taxation in the Department of the Treasury the use tax due on all of their sales of tangible personal property delivered into the State of New Jersey pursuant to the "Sales and Use Tax Act," (N.J.S.A. 54:32B-1 et seq.),

regardless of whether the tangible personal property is intended for a contract with the contracting agency. This tax shall be remitted for the term of the Contract.

For purposes herein "affiliate" shall mean any entity that: (a) directly, indirectly, or constructively controls another entity, (b) is directly, indirectly, or constructively controlled by another entity, or (c) is subject to the control of a common entity. For purposes of the immediately preceding sentence, an entity controls another entity if it owns, directly or indirectly, more than fifty percent (50%) of the ownership interest in that entity. NJSA 52:32-44(g)(3).

Bidder's Name Assuneo Brothers Inc.

EDWARD T. OATMAN
COUNTY MANAGER

MICHELLE HAGOPIAN, ASSISTANT DIRECTOR
DIRECTOR / DIVISION OF PURCHASING

BID DOCUMENT SUBMISSION CHECKLIST
ALL SIGNATURES AND SEALS SHALL BE ORIGINALS UNLESS OTHERWISE SPECIFIED
BID SHEETS SHOULD NOT BE SUBMITTED DOUBLE SIDED PAGES, (SINGLE SIDE ONLY)

EACH BIDDER SHOULD COMPLETE THIS FORM AND INITIAL EACH ENTRY.
DATE COMPLETED: 7/8/20

PLEASE SUBMIT BID DOCUMENTS ON SINGLE SIDED PAPER ONLY, WITH THE EXCEPTION OF THE SURETY AND BID BOND DOCUMENTS.

IN ACCORDANCE WITH THE BID SPECIFICATIONS I HAVE REVIEWED, COMPLETED / EXECUTED AND INCLUDED THE FOLLOWING FORMS:

AH Bid Form Page **(Signed, Dated and Bid on all alternatives applicable to the Work)**.

AH Security in the form of:
✓ Bid bond in an amount equal to 10% of the total amount of this bid not to exceed $20,000.00; or
____ Certified check or cashier's check in the amount of 10% of this bid not to exceed $20,000.00

AH Consent of Surety form signed by a Surety Company if the total amount of your Bid is over $36,000.00. If your bid is accepted, the Surety Company that provided the Consent shall be required to furnish a Performance, Labor and Materials Bond in the amount of 100% of the award of the contract.
The County of Union has provided its Consent of Surety form for your use. The use of this form by your Surety Company will expedite the bid review process and eliminate the possibility of having your bid rejected. If, however, you should need to use another form, please use language similar to that used on the Union County form and avoid making any additions or deletions to the Union County form language. In lieu of the Consent of Surety you may submit a Certified Check in the full amount of the bid.

AH STATEMENT OF BIDDER OWNERSHIP. Pursuant to N.J.S.A. 52:25-24.2, which includes **BOTH** of the following documents:

- Bidder Signature Page
- Bidder Disclosure Statement **(Fill out 2 pages completely)**

AH SUBCONTRACTOR IDENTIFICATION. Pursuant to N.J.S.A. 40A:11-16, which includes **BOTH** of the following documents:

- Subcontractor Identification Statement: List of Subcontractors **(only for certain types of work)**
- Subcontractor Identification Certification

AH Acknowledgement of Addendum form: **(This form is to be used only when an addendum has been added to the specifications)**.

AH A copy of the State of New Jersey Department of the Treasury, Division of Revenue, **Business Registration Certificate ("BRC")** may be included with the bids to expedite the contract process because the bidder is required to provide the County of Union with its proof of business registration and that of any named subcontractor(s) prior to contract award or authorization.

Bidder's Name Assunção Brothers Inc.

A copy of the State of New Jersey Department of the Treasury, Division of Revenue, **Business Registration Certificate ("BRC")** of all named or listed subcontractors (List of Subcontractors) in a Construction bid may be included with the bid as the BRC(s) for each named or listed subcontractors in order to expedite the contract process. Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the County of Union prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

Affirmative Action Requirement

Experience Statement

Certificate of Bidder showing ability to perform Contract

Non-Collusion Affidavit – Fill out completely and notarize

Certificates from New Jersey Department of Labor and Workforce Development – Public Works Contractor Registration Act. **(Only for certain types of work)**

Federal Attachments **(If applicable)**

NJDPMC Certificate / Notice of Classification **(If applicable)**

Americans with Disabilities Act

Statement of Bidder's Qualifications

Contractor Performance Record

Affidavit Regarding List of Debarred, Suspended or Disqualified Bidders

Prior Negative Experience Questionnaire

Contractor's Certification of Compliance – New Jersey Prevailing Wage Act

Uncompleted Contracts Affidavit **(For Bidder, if applicable) MUST ALSO PROVIDE DPMC FORM 701**

Certificate of Insurance Statement

Collection of Use Tax on Sales to Local Government Statement

Time of Completion

Disclosure of Investment Activities in Iran Certification Form

I HAVE TAKEN THE FOLLOWING ACTIONS:

Visited the site and attended the Pre-Bid Meeting **(Where applicable)**

Reviewed the Contract Documents (including any permits the County or its professionals may have obtained), Work, Site, Locality, and Local Conditions and Laws and Regulations that in any manner may affect Cost, Progress, Performance or Furnishing of Work.

Reviewed Bond Requirements

Provided Proof of Compliance with New Jersey Prevailing Wage Act

Reviewed Form of Owner/Contractor Agreement and General Conditions to the Contract

NOTE: QUESTIONS PERTAINING TO THIS BID ARE TO BE DIRECTED TO THE DIVISION OF PURCHASING AT ucbids@ucnj.org.

Bidder's Name Assuncao Brothers Inc.

BIDDING DOCUMENTS

The Bidding Documents consist of the following items:

- **ADDENDA, if issued**
- **CLARIFICATIONS, if issued**
- **INSTRUCTION TO BIDDERS**
- **BID FORM**
- **SPECIFICATIONS:** **As outlined in the Table of Contents and included in the Project Manual.**
- **DRAWINGS:** **As per List of Drawings, indicated on the Project Title Sheet.**

Bidder's Name Assured Brothers Inc

CONSENT OF SURETY
TO ACCOMPANY PROPOSAL (BID)

_____ (hereinafter called Surety), organized and existing under the laws of the State of _____ duly authorized and qualified to transact business in the State of New Jersey, in consideration of the sum of One Dollar ($1.00), lawful money of the United States of America, to it in hand paid, receipt whereof is hereby acknowledged, and in consideration, hereby certifies and agrees that if the contract for which the attached proposal is made be awarded to _____ (hereinafter called Contractor) for the performance of certain work and labor or the supplying of certain materials, or both, as more particularly set forth in said proposal and described for purposes of this instrument as a proposal for _____ to the COUNTY OF UNION and if Contractor shall enter into the contract, Surety will become bound as surety for its faithful performance, labor and material payment and will provide the Contractor with a performance, labor and material payment bond in the full amount of the contract price.

NOTE:
Expiration date
Needed if Annual
Surety

_____

_____
NAME OF INSURANCE COMPANY

ADDRESS: _____
_____
_____

_____
ORIGINAL SIGNATURE
ATTORNEY-IN-FACT FOR INSURANCE CO.

NOTE: **PROOF OF AUTHORITY OF OFFICERS OF SURETY COMPANY TO EXECUTE THIS DOCUMENT MUST BE SUBMITTED.**

Bidder's Name Assuncao Brothers Inc.

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: Assuncao Brothers Inc.

Organization Address: 29 Wood Ave, Edison, NJ 08830

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

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

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

OR

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

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

Bidder's Name Assunco Brothers Inc.

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Martin Assunco	7 Hazelwood Ct Warren, NJ 07059

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.**

Bidder's Name Assuncao Brothers Inc

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business 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 ***County of Union*** 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 ***County of Union*** to notify the ***County of Union*** 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 ***County of Union*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Martin Assuncao	Title:	President
Signature:		Date:	7/8/20

Bidder's Name Assurance Brothers Inc.

SUBCONTRACTOR IDENTIFICATION STATEMENT

LIST OF SUBCONTRACTORS

This form is ONLY required for plumbing and gas fitting, steam and hot water heating and ventilating apparatus, steam power plants, electrical work, structural steel, ornamental iron work, and any other trades required to be identified by the specifications (including, but not limited, to satisfying any DPMC Classification requirements).

☒ **CHECK THIS BOX IF NONE OF THE ABOVE LISTED TRADES OR THOSE REQUIRED TO BE IDENTIFIED IN THE SPECIFICATIONS ARE TO BE USED TO PERFORM THE WORK**

In compliance with N.J.S.A. 40A:11-16 and the bid specifications, the undersigned hereby lists the name or names of the following subcontractors:

Company Name:_____

Address:_____

Telephone: _____ Subcontract Amount: $_____

Specific Scope of Work Subcontracted: _____

_____

License No. _____

Company Name:_____

Address: _____

Telephone: _____ Subcontract Amount: $_____

Specific Scope of Work Subcontracted: _____

_____

License No. _____

Company Name:_____

Address: _____

Telephone: _____ Subcontract Amount: $_____

Specific Scope of Work Subcontracted: _____

_____

License No. _____

IF MORE THAN THREE SUBCONTRACTORS, PLEASE COPY THIS SHEET AS NECESSARY AND ATTACH TO THE BID PACKAGE.

(Continued on following page)

Bidder's Name Assuncao Brothers Inc.

SUBCONTRACTOR IDENTIFICATION CERTIFICATION

Note the law does not permit the listing of alternate subcontractors. However, multiple subcontractors for the same trade are permitted to be named provided the bidder meets the following requirements:

- Bidder identifies each subcontractor named for that category;
- Bidder states the scope of work, goods and services (the portion of the work) to be performed by each subcontractor; and
- Bidder provides the price quote provided by each subcontractor.

The bidder is advised that any change of subcontractor(s) from ones listed herein is subject to the County's approval. Change of subcontractor(s) will be approved only if made for good cause and not as a result of an arbitrary purpose.

The undersigned Bidder certifies and declares that the subcontractors listed above shall be used as subcontractors to complete certain portions of the work in this project as set forth in N.J.S.A. 40A: 11-16.

Witness

Date 07/08/2020

Assuncao Brothers Inc.
NAME OF BIDDER

29 Wood Ave
Edison, NJ 08830
ADDRESS

By:
ORIGINAL SIGNATURE ONLY

Martin Assuncao
President
PRINT NAME AND TITLE

Bidder's Name Assunceo Brothers Inc.

ACKNOWLEDGMENT OF ADDENDUM

COUNTY OF UNION

Replacement of Stelle Avenue Bridge (BL-1) # 2016-028

(Name of Construction /Public Works Project) **(Project or Bid Number)**

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

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick-up, etc.)	Date Received
Addendum 1	Email	6/24/20
Clarification 1	Email	7/2/20

ACKNOWLEDGMENT BY BIDDER:

NAME OF BIDDER: Assunceo Brothers Inc.

ORIGINAL SIGNATURE:

PRINTED NAME AND TITLE: Martha Assunceo - President

DATE: 7/8/20

Bidder's Name Assunca Brothers Inc.

CONTRACTOR BUSINESS REGISTRATION CERTIFICATE

New Mandatory Requirement - Effective 1/18/2010

The recently enacted **P.L. 2009, c.315**, requires that effective January 18, 2010; a contracting agency must receive proof of the bidder's business registration prior to the award of a contract. However, the proof must show that the bidder was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

If subcontractors are named on the bid, proof of the business registration for each subcontractor must be provided prior to the award of bid. Similarly to the bidder, the proof must show that each subcontractor was registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

Proof of business registration shall be

- A copy of a Business Registration Certificate issued by the Department of the Treasury, Division of Revenue; or
- A copy of the web version provided by the NJ Division of Revenue, or

Register online at www.nj.gov/treasury/revenue/taxreg.htm. Click the "online" link and then select "Register for Tax and Employer Purposes or call the Division at 609-292-1730.
Note: A NJ Certificate of Authority is <u>not</u> acceptable.

FAILURE to submit proof of registration of the bidder or any subcontractor named on the bid prior to the award of a contract shall be cause to reject the bids.

FAILURE of the bidder or any subcontractor named on the bid to be <u>registered</u> prior to the receipt of bids is cause for a **MANDATORY REJECTION** of bids. (A NON-WAIVABLE DEFECT). This covers construction work as well as non-construction bids.

IN ADDITION:

The contractor shall provide written notice to all **subcontractors and suppliers** not specifically named on the bid of the responsibility to register and submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

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

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

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

Bidder's Name Assunção Brothers Inc

BUSINESS REGISTRATION

Pursuant to N.J.S.A. 52:32-44, the County of Union is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

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

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

During the course of contract performance:

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

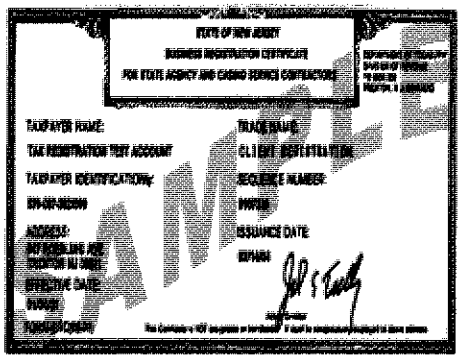
(2) the contractor shall maintain and submit to the County of Union a list of subcontractors and their addresses that may be updated from time to time.

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

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

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

Bidder's Name Assurance Brothers Inc.



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name	TAX REG TEST ACCOUNT
Trade Name:	
Address	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance	October 14, 2004

For Office Use Only:

ATTACH BRC HERE

Bidder's Name Assunca Brothers Inc

AFFIRMATIVE ACTION REQUIREMENT

REQUIRED AFFIRMATIVE ACTION EVIDENCE

General Requirements of P.L. 1975, c. 127: You are hereby put on notice that:

CONSTRUCTION CONTRACTS: The successful contractor must submit within three (3) days of the notice of intent to award or the signing of the contract the initial project manning report (A.A.201). This report should be submitted at the time the signed contract is returned to the County of Union. Attention: *Affirmative Action Officer.*

If the successful contract does not submit the initial project manning report (A.A.201) within the three (3) days from the time the signed contract is returned to the County of Union, the County of Union WILL declare the contractor non-responsive and award the contract to the next lowest responsible bidder.

Assunca Brothers Inc.
NAME OF BIDDER

ORIGINAL SIGNATURE

Martin Assunca - President
PRINT OR TYPE NAME AND TITLE

7/8/20
DATE THIS FORM IS COMPLETED

Bidder's Name Assunceo Brothers Inc

EXPERIENCE STATEMENT

I hereby certify that my company has performed the following private or public work, which is relevant to this bid. I further certify that my company has never defaulted under any contract. Should you not sign this form due to prior defaults, please provide details on an attached sheet.

Witness Rick McIntyre

7/8/20
Date

Assuncao Brothers Inc
NAME OF BIDDER

29 Wood Ave
Edison, NJ 08820
ADDRESS

By: _____
ORIGINAL SIGNATURE ONLY

Martin Assuncao
President
PRINT NAME AND TITLE

YOU MAY ATTACH ADDITIONAL SHEETS, BUT YOU MUST SIGN AND WITNESS THIS SHEET.

Bidder's Name Assuncao Brothers Inc.

CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT

STATE OF NEW JERSEY / _____)
Specify, if Other) SS:
COUNTY OF Middlesex)

I, Martin Assuncao, of the (City, Town, Borough, etc.) of Warren State of New Jersey, of full age, being duly sworn according to law on my oath depose and say that:

I am President of the firm of Assuncao Brothers Inc, the Bidder making the proposal for the above named Project ("Contractor'), and that I executed said proposal with full authority to do so; and that said Contractor, pursuant to N.J.S.A. 40A:11-20, certifies that it owns, leases or controls all the necessary equipment required by the Plans, Specifications and Advertisements under this Bids are asked for.

If the Bidder is not the actual owner or lessee of any such equipment, then the Bidder shall attach to this Certificate information identifying the source from which the equipment will be obtained, and such information shall be accompanied by a certificate from the owner or person in control of the equipment definitively granting to the Bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract.

_____
(Also type or print name of affiant under signature)

By: _____
Martin Assuncao - President

Bidder's Name Assuncao Brothers Inc.

NON-COLLUSION AFFIDAVIT

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

STATE OF New Jersey)
) **SS:**_____
COUNTY OF Middlesex)

I Martin Assuncao, of the City of Warren, in the County of Somerset, and the State of New Jersey, of full age, being duly sworn according to law, on my oath depose and say that: I am President of the firm of Assuncao Brothers Inc., the bidder making the proposal for the above named project, and that I executed the said proposal for the above named project, 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, participation 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 COUNTY OF UNION, NEW JERSEY relies upon the truth of the statements contained in said proposal and in the statements contained in the 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 bonafide established commercial or selling agencies maintained by Assuncao Brothers Inc. (N.J.S.A. 52:34-15).

Assuncao Brothers Inc.
NAME OF BIDDER

ORIGINAL SIGNATURE ONLY

NOTE: The person who signed the bidder signature page for the bidder should sign this form also.

Subscribed and sworn to before me

this 1ST day of July, 2020

(Seal) Notary Public of New Jersey/_____
Specify Other State

My Commission Expires _____, 20__.

BRUNO SIMONELLI
NOTARY PUBLIC OF NEW JERSEY
Commission # 50101197
My Commission Expires 3/21/2024

WARNING: IF YOU FAIL TO FULLY, ACCURATELY, AND COMPLETELY FILL OUT THIS AFFIDAVIT OF NON-COLLUSION, YOUR BID MAY BE REJECTED.

Bidder's Name Assunicao Brothers Inc.

Contractor Registration Advisement

For Public Works Projects

A new law, known as "The Public Works Contractor Registration Act" (P.L. 1999, c.238), became effective April 11, 2000. Under the Act, no contractor/subcontractor will be permitted to bid on or engage in any contract for public work, as defined in Section 2 of P.L. 1963, c.150 (C:34:11-56.26), unless that contractor/subcontractor is registered with the New Jersey Department of Labor and Workforce Development. The Act provides that upon registration with the Department, a public works contractor/subcontractor will be issued a certificate by the Department indicating compliance with the Act's requirements. The registration fee has been set at $300.00 per year. Upon the effective date of the Act, public bodies will be expected to request production of such a certificate from those bidding on or engaging in public works projects.

It is important to note that the term "contractor," is defined in the, Act as, "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract which is subject to the provision of the "New Jersey Prevailing Wage Act," P.L. 1963, c.150 (C.34:11-56.25, et seq.) for the construction, reconstruction, demolition, alteration, repair or maintenance of a public building regularly open to and used by the general public or a public institution, and includes any subcontractor or lower tier subcontractor as defined herein: except that, for the purposes of the act, no pumping station, treatment plant or other facility associated with utility and environmental construction, reconstruction, demolition, alteration, repair or maintenance shall be regarded as a public building regularly open to and used by the general public or a public institution."

Registration forms, copies of the Act, and other relevant information can be obtained by contacting:

Contractor Registration Unit
New Jersey Department of Labor and Workforce Development
Division of Wage & Hour Compliance
PO Box 389
Trenton, New Jersey 08625-0389
Telephone: 609-292-9464
Fax: 609-633-8591
E-mail: contreg@dol.state.nj.us

Bidder's Name Assunico Brothers Inc.

AMERICANS WITH DISABILITIES ACT

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the County of Union (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 US.C. S12101 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 thereunto, 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 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 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 this Agreement or otherwise at law.

Name Martin Assunico **(Please print or type)**

Signature _____ **Date** 7/8/20

Bidder's Name Assuncao Brothers Inc

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

1. Assuncao Brothers Inc.
(Name of Bidder)

2. 29 Wood Ave, Edison, NJ 08820
(Permanent Main Office Address)

3. 1959
(When Organized)

4. New Jersey
(If a Corporation, where incorporated)

5. Number of years your organization has been engaged in construction or contracting business under present firm or trade name? 61

6. How many years of experience in construction work has your organization had (a) as a general contractor? And/or (b) As a subcontractor? 61

7. Contracts on hand: (Attach a list or table showing gross amounts of each Contract and the appropriate dates of completion)
See attached

8. General character of work performed by you. General Construction, Excavation, Drainage, Concrete Flatwork, Concrete Bridge Work, Paving

9. Have you ever failed to complete any work awarded to you? No

10. Have you ever defaulted on a Contract? No If so, complete details, including where and why?

Bidder's Name Assuncao Brothers Inc.

STATEMENT OF BIDDER'S QUALIFICATIONS - (continued)

11. Has any officer or partner of your organization ever failed to complete a construction contract handled in its own name? If so, state name of individual, name of owner, location and type of project, and reason for the failure to complete. No

12. List your major equipment available for this Contract.
See attached

13. Experience in the construction work similar in importance to this Project.
20 years

14. Have you had any material adverse changes from the trades as listed in NJ Notice of Classification within last five (5) years? No. If so, list prior classification.

15. Background and experience of the principal members of your organization, including the officers.

Individual's Name	Present Position or Office	Yrs. of Construction Experience	Magnitude & Type of Work	In What Capacity
Martin Assuncao	President	41	Construction Heavy Highway	Management
Robert Lucas	General Manager	26	Heavy Highway	Management
Rich McIntyre	Project Manager	21	Heavy Highway	Management

Bidder's Name Assunceo Brothers Inc.

732-292-8400 Heather Schick

16. Bank Reference. (Name, Address, Phone, Representative) Monmouth Bank, 2221 Landmark Pl. Monmouth, NJ.

17. Will you, upon request, fill out a detailed financial statement? yes

18. The undersigned, hereby authorizes and requests any person, firm or corporation to furnish any information requested by the proper agency in verification of the responses comprising this Statement of Bidder's Qualifications.

19. Bidder's telephone number, fax number and e-mail address (if applicable).

Phone 732-549-8582

Fax 732-549-9521

E-mail info@assunceobrothers.com

Mobile _____

Dated at _____ this _____ day of _, 20__.

_____
BIDDER (Signature)

Martin Assuncao
BIDDER (Print Name)

Subscribed and sworn to before me

this 1ST day of July, 2020

_____
(Seal) Notary Public of New Jersey/_____
Specify Other State

My Commission Expires _____, 20__.

BRUNO SIMONELLI
NOTARY PUBLIC OF NEW JERSEY
Commission # 50101197
My Commission Expires 3/21/2024

NOTE: FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.

Bidder's Name Assmann Brothers Inc.

CONTRACTOR PERFORMANCE RECORD

List all contracts completed by you below or provide separate form.

Name of Owner	Name & Location of Project: Type Of Work	Prime or Sub-Cont.	Engineer or Architect in Charge for Owner	Contract Price (Omit Cost)	Date Completed	Was Time* Extension Necessary	Were Any Penalties Imposed	Were Liens* Claims or Stop Notice Filed
	See		attached					

* If answer is YES, provide explanation of details in connection with non-completion of contracts, time extensions, penalties imposed, labor troubles, liens, claims and notices filed against contracts listed in preceding item "Performance Record" on an attached sheet.

NOTE: FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.

Bidder's Name Assunceo Brothers Inc

CONTRACTOR PERFORMANCE RECORD CERTIFICATION

The information above is true and complete to the best of my knowledge and belief.

Assunceo Brothers Inc.
(Name of Organization)

(Signature)

President
(Title)

Subscribed and sworn to before me

this 1ST day of July, 2020

(Seal) Notary Public of New Jersey/_____
Specify Other State

My Commission Expires _____, 20__.

BRUNO SIMONELLI
NOTARY PUBLIC OF NEW JERSEY
Commission # 50101197
My Commission Expires 3/21/2024

Bidder's Name Assunceo Brothers Inc.

AFFIDAVIT REGARDING LIST OF DEBARRED, SUSPENDED OR DISQUALIFIED BIDDERS

STATE OF NEW JERSEY / _____ (Specify, if Other)) SS:
COUNTY OF Middlesex)

I, Martin Assuncao, of the (City, Town, Borough, etc.) of Warren State of New Jersey, of full age, being duly sworn according to law on my oath depose and say that:

I am President of the firm of Assuncao Brothers Inc., the Bidder making the Proposal for the above named Project. I have executed the said Proposal with full authority to do so. Said Bidder is not at the time of the making this bid included on the New Jersey State Treasurer's or the Federal Government's List of Debarred, Suspended or Disqualified Bidders as a result of action taken by any State or Federal Agency.

Assuncao Brothers Inc.
Name of Contractor

By: _____
(Signature of Authorized Representative)

Subscribed and sworn to before me

this 1st day of July, 2020

_____
(Seal) Notary Public of New Jersey/_____
Specify Other State

My Commission Expires _____, 20__.

BRUNO SIMONELLI
NOTARY PUBLIC OF NEW JERSEY
Commission # 50101197
My Commission Expires 3/21/2024

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Bidder's Name Assunção Brothers Inc

PRIOR NEGATIVE EXPERIENCE QUESTIONNAIRE

(N.J.S.A. 40A:11-4)

1. Within the past ten (10) years, have you been found, through either court adjudication, arbitration, mediation, or other contractually stipulated alternate dispute resolution mechanism, to have: failed to provide or perform goods or services; or failed to complete a contract in a timely manner; or otherwise performed unsatisfactorily under a prior contract with a public entity?

_____ yes __X__ no If yes, please provide full, detailed explanation.

2. Within the past ten (10) years, have you defaulted on a contract, thereby requiring a public entity to utilize the services of another contractor to provide the goods or perform the services or to correct or complete the contract?

_____ yes __X__ no If yes, please provide full, detailed explanation.

3. Within the past ten (10) years, have you defaulted on a contract, thereby requiring a public entity to look to your surety for completion of the contract or tender of the costs of completion?

_____ yes __X__ no If yes, please provide full, detailed explanation.

4. Within the past ten (10) years, have you been debarred or suspended from contracting with any of the agencies or department of the executive branch of the State of New Jersey at the time of the contract award, where the action was based on failure to perform a contact for goods or services with a public entity?

_____ yes __X__ no If yes, please provide full, detailed explanation.

Bidder's Name Assuncao Brothers Inc

PRIOR NEGATIVE EXPERIENCE CERTIFICATION

I hereby certify that the above statements are true and accurate as of this 1st day of July, 2020.

Assuncao Brothers Inc
Name of Contractor

By _____
(Signature of Authorized Representative)

Subscribed and sworn to before me

this 1st day of July, 2020

_____
(Seal) Notary Public of New Jersey/_____
Specify Other State

My Commission Expires _____, 20__.

BRUNO SIMONELLI
NOTARY PUBLIC OF NEW JERSEY
Commission # 50101197
My Commission Expires 3/21/2024

NOTE: FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.

Bidder's Name Associates Brothers Inc.

TO BE COMPLETED ONLY WHEN FINAL PAYMENT IS REQUESTED

CONTRACTOR'S CERTIFICATION OF COMPLIANCE - NEW JERSEY PREVAILING WAGE ACT

TO: County of Union
Division of Engineering
2325 South Avenue
Scotch Plains, New Jersey 07076

CONTRACT:

PROJECT: _____

In accordance with the requirements of the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56 et al *, the undersigned contractor on the public work being performed for:

COUNTY OF UNION

hereby certifies that he/she has complied with the contract requirements regarding the payment of the minimum prevailing wages established under "The New Jersey Prevailing Wage Act" N.J.S.A. 34:11-56 et al.

CONTRACTOR: _____
ADDRESS: _____
_____
BY: _____
ORIGINAL SIGNATURE ONLY

STATE OF NEW JERSEY
COUNTY OF _____

Being by me duly sworn according to law, on his oath deposes and says that _____is _____ of _____the above named contractor, and that the facts set forth in the above statement are true.

Subscribed and sworn to before me

this _____ day of_____, 20__.

_____
(Seal) Notary Public of New Jersey/_____
Specify Other State

My Commission Expires _____, 20__.

* N.J.S.A. 34:11-56.33 requires the contractor and subcontractor to file written statements with the public body in form satisfactory to the Commissioner certifying to the amounts then due and owing from such contractor and subcontractor filing such statement to any and all workmen for wages due on account of the public work, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively. Union County will withhold the amount so deducted for the benefit of the workmen whose wages are unpaid as shown by the verified statement filed, and will pay directly to any workman the amount shown by such statement to be due to him for such wages. Such payment shall thereby discharge the obligation of the contractor to the person receiving such payment to the extent of the amount thereof.

Bidder's Name Assunção Brothers Inc.

UNCOMPLETED CONTRACTS AFFIDAVIT
(To be Submitted with DPMC Form 701)

PURSUANT TO N.J.A.C. 17:19-2.13, BIDDER DECLARES THE FOLLOWING WITH RESPECT TO ITS UNCOMPLETED CONTRACTS, ON ALL WORK, FROM WHATEVER SOURCE (PUBLIC AND PRIVATE), BOTH IN NEW JERSEY AND FROM OTHER GOVERNMENTAL JURISDICTIONS				
ENTITY	**PROJECT TITLE**	**ORIGINAL CONTRACT AMOUNT**	**UNCOMPLETED AMOUNT AS OF BID OPENING DATE**	**NAME AND TELEPHONE NUMBER OF PARTY TO BE CONTACTED FROM ENTITY FOR VERIFICATION**
	See attached			

TOTAL AMOUNT OF UNCOMPLETED CONTRACTS $_____

BIDDER: Assunção Brothers Inc.

_____
(Signature)

Maria Assunção
(Print Name)

Subscribed and sworn to before me

this 1st day of July, 2020.

_____
(Seal) Notary Public of New Jersey/_____
Specify Other State

My Commission Expires _____, 20__.

BRUNO SIMONELLI
NOTARY PUBLIC OF NEW JERSEY
Commission # 50101197
My Commission Expires 3/21/2024

NOTE: **FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.**

Bidder's Name Assunca Brothers Inc

CERTIFICATE OF INSURANCE STATEMENT

The Bidder fully understands the County of Union insurance requirements as stated in the Instructions to Bidders as well as the Owner/Contractor Agreement and agrees to provide all insurance required by these documents prior to the issuance of the Notice to Proceed.

BIDDER (Signature)

Martin Assunca - President - Assunca Brothers Inc
BIDDER (Print Name)

NOTE: FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.

Bidder's Name Assuncao Brothers Inc

COLLECTION OF USE TAX ON SALES TO LOCAL GOVERNMENTS STATEMENT

The Bidder fully understands the requirements of the use tax on sales to local governments as stated in the General Conditions to the Contract for Construction and the Instructions to Bidders, and agrees at all times to comply with the "Contractor Use Tax Collection Legislation", as defined therein, and the terms relating thereto contained in the Contract Documents.

BIDDER (Signature)

Martin Assuncao - President - Assuncao Brothers Inc

BIDDER (Print Name)

NOTE: FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.

Bidder's Name Assuncao Brothers Inc

TIME OF COMPLETION

The undersigned proposed that if awarded the Contract, the scope of work will be started within ten (10) calendar days and will be substantially completed within **ninety (90) calendar days** from the date of the notice to proceed.

I, Martin Assuncao of Assuncao Brothers Inc
NAME (Print or type) COMPANY

Agree to complete work in the time frame specified _____
SIGNATURE

SITE VISIT – GENERAL CONTRACTOR

I, Martin Assuncao of Assuncao Brothers Inc
NAME (Print or type) COMPANY

Visited the site of the work on 6/11/20 _____
SIGNATURE

Bidder's Name Assunca Brothers Inc.

COUNTY OF UNION NEW JERSEY
Division of Purchasing
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

Solicitation Number: 2016-028 Vendor/Bidder: _____

PART 1

CERTIFICATION
VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the State of New Jersey, Department of the Treasury's Chapter 25 list as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Department's website at http://www.state.nj.us/treasury/pdf/Chapter25List.pdf. Vendors/Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive.** If the Director of the Division of Purchase and Property finds a person or entity to be in violation 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 party.

CHECK THE APPROPRIATE BOX

☒ A. I certify, pursuant to Public Law 2012, c.25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.

OR

☐ B. I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such information 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 ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in investment activities in Iran by completing the information below.

ENTITY NAME: _____
RELATIONSHIP TO VENDOR/BIDDER: _____
DESCRIPTION OF ACTIVITIES: _____
DURATION OF ENGAGEMENT: _____
ANTICIPATED CESSATION DATE: _____
VENDOR/BIDDER CONTACT NAME: _____
VENDOR/BIDDER CONTACT PHONE#: _____
Attach Additional Sheets If Necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the County of Union, New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the County of Union to notify the County of Union 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. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the County of Union, permitting the County of Union to declare any contract(s) resulting from this certification void and unenforceable.

_____ 7/8/20
Signature Date

Martin Assunca - President
Print Name and Title

Revised 10/19/17

STANDARD SPECIFICATIONS

The Standard Specifications for Road and Bridge Construction of New Jersey Department of Transportation, 2007 Edition; is added to and/or amended elsewhere herein by the Notice to Contractors (Advertisement), Proposal, Information for Bidders, General Conditions, Special Provisions, Project Plans, and Supplementary Specifications; shall, insofar as technical requirements are involved, govern in the execution of this project.

Such Standard Specifications are made a part of these Specifications by this reference and will not be repeated herein. It is the responsibility of prospective bidders to familiarize themselves with these Standard Specifications, copies of which may be examined at the office of the Engineer and may be obtained, upon payment of the cost thereof, from:

Department of Transportation
State of New Jersey
1035 Parkway Avenue
Trenton, New Jersey 08625

The Notice to Bidders (Advertisement), Proposal, General Conditions, Instructions to Bidders, Special Provisions, Project Plans and/or Technical Specifications shall govern and prevail in the case of conflict between them and the Standard Specifications.

In these Standard Specifications the words "COMMISSIONER" or "DEPARTMENT" shall refer to and mean the person, persons, body, board or agent legally empowered to enter into contracts and otherwise legally act for the Owner. The words "RESIDENT ENGINEER (RE)", "ENGINEER" or "STATE" shall refer to and mean the professional engineering representative of the Owner as hereinbefore defined and the word "INSPECTOR" shall mean the authorized project representative of the Engineer with the authority as hereinbefore defined. The word "LABORATORY" shall mean and refer to the Engineer who may, at his discretion, and with the consent of the Owner, employ qualified technical personnel or testing laboratories to assist him in fulfilling the duties normally assigned to the "LABORATORY" in these Standard Specifications.

When reference is made herein to the bulletins, standards, specifications, publications or requirements of the Manual on Uniform Traffic Control Devices (MUTCD), Institute of Traffic Engineers (ITE), Federal Highway Administration (FHWA), American Association of State Highway Officials (AASHO), the American Concrete Institute (ACI), the American Society of Civil Engineers (ASCE) or similar national or regional societies, associations, institutes or organizations; the requirements of the bulletins, specifications, publications or requirements referred to shall be considered a part of these Specifications by such reference and shall not be repeated herein but shall have the same import and be as binding as if herein set forth in full.

TECHNICAL SPECIFICATIONS

CONDITIONS SPECIFIC TO THIS PROJECT

Replacement of Stelle Avenue Bridge (PL – 1), in the City of Plainfield. The work shall include the removal and replacement of the bridge within Union County right-of-way limits, the rehabilitation of roadway surface above the bridge, the full depth restoration of the adjacent roadway surfaces, and the construction of new sidewalk in areas disturbed by the bridge installation. The existing bridge is to be replaced with a precast concrete arch structure. The vertical profile of the proposed bridge will vary slightly compared to the existing. Stelle Avenue shall be closed to vehicular traffic at the worksite area and a vehicle detour plan implemented. The road shall remain open to pedestrian traffic for the duration of construction.

There are overhead electric lighting service wire on the south side of Stelle Avenue that will be de-energized and removed by PSEG prior to construction. No other utilities will be relocated as part of the project. The contractor shall use all means and methods including low profile construction equipment as necessary to perform the construction with the remaining utilities in place,

The contractor shall coordinate their work with the existing utilities that will remain in their present location. It is the sole responsibility of the Contractor to investigate and use due care when operating in the vicinity of any utility. No additional compensation will be made for utility coordination and any other work involving the existing utilities.

Prior to the start of work, the Contractor shall review the limits of all work with the Engineer or duly appointed representative.

The time of completion for this project has been set at Ninety (90) calendar days of the Notice to Proceed.

It is noted punch-list items will invariably arise. To minimize disruption to its citizens, the County shall require all punch-list items brought to the Contractor's attention to be rectified within seven (7) calendar days from receipt of said items. If said punch-list items are not resolved to the satisfaction of the Engineer within the specified time, Liquidated Damages as specified in Section 43 of the General Specifications ('G' sheets of this specification) shall be pursued, commencing on the eighth calendar day.

The County retains the right to increase or decrease any and all quantities up to twenty-five percent (25%) of those estimated, at the unit prices bid.

Certified payroll records shall be produced and submitted on a bi-weekly basis to the County for all personnel involved with this project. The County shall withhold any and all payments until the certified payroll records are received.

SPECIAL PROVISIONS

AUTHORIZATION OF CONTRACT

The Contract is authorized by the provisions of Title 27 of the Revised Statutes of New Jersey and supplements thereto.

SPECIFICATIONS TO BE USED

The bound version of the 2007 Standard Specifications for Road and Bridge Construction, of the New Jersey Department of Transportation as amended herein will govern the construction of this Project and the execution of the Contract.

General wage determinations issued under Davis-Bacon and related acts, published by US Department of Labor, may be obtained from the Davis-Bacon web site at http://www.access.gpo.gov/davisbacon/nj.html under the appropriate county; select the construction type.

Pay the prevailing wage rates determined by the United States Secretary of Labor and the New Jersey Department of Labor. If the prevailing wage rate prescribed for any craft by the United States Secretary of Labor is not the same as the prevailing wage rate prescribed for that craft by the New Jersey Department of Labor, pay the higher rate.

State wage rates may be obtained from the New Jersey Department of Labor & Workforce Development (Telephone: 609-292-2259) or by accessing the Department of Labor & Workforce Development's web site at http://lwd.dol.state.nj.us/labor/wagehour/wagehour_index.html The State wage rates in effect at the time of award are part of this Contract, pursuant to Chapter 150, Laws of 1963 (NJSA 34:11-56.25, et seq.).

If an employee of the Contractor or subcontractor has been paid a rate of wages less than the prevailing wage, the Department may suspend the Work, and declare the Contractor in default.

State wage rates may be obtained from the New Jersey Department of Labor & Workforce Development (Telephone: 609-292-2259) or by accessing the Department of Labor & Workforce Development's web site at http://lwd.dol.state.nj.us/labor/wagehour/wagehour_index.html The State wage rates in effect at the time of award are part of this Contract, pursuant to Chapter 150, Laws of 1963 (N.J.S.A. 34:11-56.25 et seq.).

If an employee of the Contractor or subcontractor has been paid a rate of wages less than the prevailing wage, the Department may suspend the Work, and declare the Contractor in default.

The following Wholly State-funded project Attachments that are located at the end of these Special Provisions:"

1. State of New Jersey Equal Employment Opportunity Special Provisions for Construction Contracts Funded by Wholly or partially State Funds.
2. Payroll Requirements for 100 Percent State Projects.
3. Americans with Disabilities Act for 100 Percent State Funded Contracts.
4. Small Business Enterprise Utilization Attachment for 100% State Funded Contracts.

The following additional project specific Attachments are located at the end of these Special Provisions:

GENERAL

Award of contract and subletting 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, General Services Administration, CN-039, Trenton NJ 08625 (609-633-3990).

Payment for a pay item in the proposal includes all the compensation that will be made for the work of that item as described in the contract documents unless the "basis of payment" clause provides that certain work essential to that item will be paid for under another pay item.

Whenever any section, subsection, subpart or subheading is amended by such terms as changed to, deleted or added it is construed to mean that it amends that section, subsection, subpart or subheading of the bound version of the 2007 Standard Specifications unless otherwise noted.

Whenever reference to page number is made, it is construed to refer to the bound version of the 2007 Standard Specifications, as amended herein, unless otherwise noted.

Henceforth in this supplementary specification whenever reference to the State, Commissioner, Department, Engineer or Inspector is made, it is construed to mean the UNION COUNTY ENGINEER.

Whenever reference to Title 27 is made, it is construed to mean Title 40.

Materials or assemblies as specified will be accepted on the basis of certificates of compliance stating that such materials or assemblies fully comply with the requirements of the contract.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with the contract requirements, will be subject to rejection whether in place or not. The Contractor shall require the manufacturer or supplier to furnish three copies of certificates of compliance with each delivery of materials, components and manufactured items that are acceptable by certification. One copy shall be furnished to the Engineer, one copy shall be furnished to the District Office, Bureau of Local Government Services and the Contractor shall retain one copy.

Certificates of compliance shall contain the following information:

1. Project and location to which the material is consigned.
2. Name of the Contractor to which the material is supplied.
3. Kind of material supplied.
4. Quantity of material represented by the certificate.
5. Means of identifying the consignment, such as label marking, seal number, etc.
6. Date and method of shipment.
7. Statement that the material has been tested and found in conformity with the pertinent contract requirements stated in the certificate.
8. Signature of a person having legal authority to bind the supplier.
9. Signature attested to by a Notary Public or other properly authorized person.

Payments relative to materials specified, shall be accepted on the basis of certificates of compliance shall not be made until the Engineer has in his possession an acceptable certificate of compliance.

FOREIGN MATERIALS

The attention of the Contractor is directed to all existing federal and state statutes and regulations that prohibit on any public work the use, by the Contractor or subcontractor, of materials produced or manufactured outside the United States of America. Exceptions to this prohibition, upon the findings of the Engineer, are allowed only where its enforcement would be inconsistent with the public interest or where the material is not produced or manufactured in the United States in sufficient quantities and of a sufficient quality.

If the Engineer finds in the performance of the contract there has been a failure to comply with the provisions relative to foreign materials, he shall make public his findings, and no other contract for the construction of any public work by this contracting agent shall be awarded to such Contractor, or to any partnership, association or corporation with which such Contractor is associated or affiliated, within a period of three years after such finding is made public.

Where the use of foreign material is allowed, such material shall be furnished in accordance with the following requirements:

1. Materials manufactured or produced outside the United States shall be delivered to a location, approved by the Engineer, where they shall be retained until examination can be completed.

2. The Contractor shall arrange, at his expense, any testing which the Engineer feel necessary to ascertain the acceptability of the material.

3. A certificate of compliance shall accompany each lot of foreign material. In addition, certified mill tests reports shall be attached to the certificate of compliance for those materials for which mill test reports are required and shall clearly identify the lot to which they apply. Certificates of compliance shall contain the following information:

    A. Project to which the material is consigned.
    B. Name of the Contractor to which the material is supplied.
    C. Kind of material supplied.
    D. Quantity of material represented by the certificate.
    E. Means of identifying the consignment, such as label marking, seal number, etc.
    F. Date and method of shipment.
    G. Statement that the material has been tested and found in conformity with the pertinent contract requirements stated in the certificate.
    H. Signature of a person having legal authority to bind the supplier.
    I. Signature attested to by a notary public or other properly authorized person.

The following Sections of the Standard Specifications are deleted:

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS
SECTION 103 - AWARD AND EXECUTION OF CONTRACT

The above Sections of the Standard Specifications are changed to the requirements of the County of Union in General Specifications attached hereto.

The below Sections of the Standard Specifications have been changed to the requirements of the County of Union as stipulated herein, in the event of conflicts between the below sections and those of Union County, Union County stipulations shall govern.

SECTION 104 - SCOPE OF WORK
SECTION 109 - MEASUREMENT AND PAYMENT

DIVISION 100 - GENERAL PROVISIONS

SECTION 101 - GENERAL INFORMATION

101.03 TERMS

THE FOLLOWING TERMS ARE CHANGED.

Completion

(3) IS CHANGED TO:

3. the Contractor has satisfactorily executed and delivered to the RE all documents, required forms, certifications, and proofs of compliance required by the Contract Documents, it being understood that the satisfactory execution and delivery of documents, certificates, and proofs of compliance is a requirement of the Contract.

Department: Shall be defined as the County of Union.

Resident Engineer (RE) shall be defined as a representative of the County of Union or Engineer.

Pavement Structure. The combination of pavement, base courses, and when specified, a subbase course, placed on a subgrade to support the traffic load and distribute it to the roadbed (see Figure 101-1). These various courses are defined as follows:

1. **Pavement.** One or more layers of specified material of designed thickness at the top of the pavement structure.
2. **Base course.** One or more layers of specified material of designed thickness placed on the subgrade or subbase.
3. **Subbase.** One or more layers of specified material of designed thickness placed on the subgrade.

SECTION 104 - SCOPE OF WORK

104.03.03 Types of Changes

3. Changes in the Character of Work.

a. Differing Site Condition.

THE SECOND PARAGRAPH IS CHANGED TO:

The Department will make payment for increased costs resulting from a Type 1 or Type 2 Differing Site Condition as a change in the character of work; however, the Department will not consider making payment for a differing site condition unless the resulting change in cost exceeds $7,500. Except, if the Contractor incurs cost as the result of multiple differing site conditions, with the cost of each separate differing site condition having a value of at least $1,500 but not more than $7,500, the Department will consider making payment for such costs if the aggregate cost of the multiple differing site conditions exceeds $7,500. If the change in cost exceeds these amounts, the Department will base the modification on the total cost of the change, and the Department will not deduct the threshold amount of $7,500 from the cost of the change.

104.03.04 Contractual Notice

THE SECOND PARAGRAPH IS CHANGED TO:

Immediately provide written notice to the RE of a circumstance that is believed to be a change to the Contract, include the following in the initial written notice:

1. A statement that this is a notice of a change.
2. The date when the circumstances believed to be a change was discovered.
3. A detailed and specific statement describing the nature and circumstances of the change.
4. If the change will or could affect costs to the Department.
5. If the change will or could affect Contract Time as specified in 108.11.01.C.

In addition to the hard copy of the notice, email the notice to the RE. It is not necessary to attach listed documents to the email.

104.03.08 Force Account

7. Equipment.

a. Contractor-Owned Equipment.

PART 1 IS CHANGED TO:

1 The Department will calculate the "rental" hourly rates by dividing the monthly rate by 176. The Department will not use weekly, daily, or hourly rates. The Department will apply rental hourly rates for every hour the equipment is in active use, except that for any 30-day period, the Department will limit the total amount paid for each piece of equipment to a maximum of the monthly rate.

THE FOLLOWING PART IS ADDED:

6. The Department will make payment for costs for transporting equipment to and from the work site, if said costs are solely required as a direct result of the Force Account activity.

THE SECOND PARAGRAPH IS CHANGED TO:

The payment established is full payment for all equipment costs, including the cost of fuel, repairs, maintenance, depreciation, storage and incidentals.

10. Subcontractors.

THE SECOND PARAGRAPH IS CHANGED TO:

The Department will make payment for markup on subcontracted work at the rate of five percent (5%) applied on the total amount of all costs for subcontracted force account work up to $500,000 and two percent (2%) applied on the total amount of all costs for subcontracted force account work over $500,000.

104.03.09 Delay Damages

1. Non-Productive Activity.

e. Equipment.

THE FIRST SENTENCE IS CHANGED TO:

If as the result of the delay, equipment cannot be used for any active work, and is directed by the RE to remain on the work site during the delay, the Department will make payment as specified in 104.03.08.7.a.5.

SECTION 105 - CONTROL OF WORK

105.05 WORKING DRAWINGS

THE SECOND PARAGRAPH IS CHANGED TO:

Ensure that working drawing submissions also conform to the Department design manuals and other Department standards for the proposed work. After Award, the Department will provide additional formatting information, the number of copies required, and the address of the receiving designated design unit.

THE THIRD PARAGRAPH IS CHANGED TO:

Submit working drawings on 22 × 36-inch sheets. The Department may approve the use of 8-1/2 x 11-inch sheet on a case-by-case basis. Submit design calculations required for the working drawings on 8-1/2 × 11-inch paper. Submit seven (7) copies of the working drawings to the designated design unit for review with a copy of the transmittal letter to the RE. For railroad-carrying structures, submit four (4) additional copies to the designated design unit. Submit an additional copy for each outside testing agency or authority involved in the Project.

THE NINTH PARAGRAPH IS CHANGED TO:

Submit working drawings for certification or approval as specified in Table 105.05-1. This list is not all-inclusive. Ensure that the working drawings submitted for approval are signed and sealed by a Professional Engineer. The working drawings submitted for certification are not required to be signed and sealed by a Professional Engineer unless they alter the original Contract.

TABLE 105.05-1 IS CHANGED TO:

Table 105.05 1 - Working Drawing Submission Category

Certified	Approved
Breakaway I-Beam GA Sign Support Posts	Catalog Cuts (related to landscape Items)
Bridge Drainage	Change in Structural Steel Details
Bridge Railing and Fencing Anchorage System	Change of Pre-stressed Concrete Strand Patterns
Catalog Cuts	Demolition Plans
Composite Piles	Erection Plans
DMS Sign Support Structure	High Load Multi-Rotational (HLMR) Bearings
DMS Standard Ground Mounted	Isolation Bearings
Elastomeric Bearings Pads	ITS System Drawings, including Block Diagrams
Electrical Items Not Pre-Qualified	Machinery and Electrical Items for Movable Bridges
Expansion Deck Joint Assembly Systems	Mechanically Stabilized Earth (MSE) Walls
Modular Expansion Joint Assembly	Other work shown on the Plans as conceptual
Pre-cast Pre-stressed Concrete Beams and Piles Fabrication	Pre-cast Concrete Arch Structures
Reinforced Elastomeric Bearings	Pre-cast Concrete Box Culverts

Sign Legends	Prefabricated Modular Walls
Sign Support Structures	Stay-In-Place Forms
Structural Steel Fabrication	Temporary Sheeting and Cofferdams
	Temporary Shielding
	Temporary Structures
	Value Engineering Plans

THE FIRST PARAGRAPH UNDER PART 1 OF TENTH PARAGRAPH IS CHANGED TO:

1. **Certified Working Drawings.** For working drawings requiring certification, include 2 blank blocks directly above the title block. Designate one block for design unit certification, and designate the other block for the Contractor's approval stamp and a signed statement stating that the Contract has not been altered. The Department will require 30 days for review and certification or rejection and return of certified working drawings.

1. **Certified Working Drawings.**

THE LAST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

The Department will require 15 days for review and certification or rejection and return of certified working drawings.

2. **Approved Working Drawings.**

THE LAST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

The Department will require 15 days for review and approval or rejection and return of working drawings.

105.07 Cooperation with Utilities.

THE FOLLOWING HAS BEEN ADDED

A. **General.** It is understood and agreed the Contractor has considered in its Proposal all of the permanent and temporary utility facilities in their present, new, or relocated positions to the extent required by the Contract Documents and as revealed by its own investigations; is aware utility service demands, adverse field conditions and emergencies may affect the Utility's ability to comply with the proposed schedules for utility work; is cognizant of the limited ability of the County to control the actions of the Utility(s), and has made allowances in its Proposal that it is not entitled to any Additional Compensation by reasons of delays, inconvenience or damage sustained by the Contractor due to any interference from utility facilities or the operation of moving or installing them. Similarly, the Contractor is deemed to understand only limited extensions of time may be granted as specified in Subsection 108.11.

The Contractor shall notify, in writing, the Utility(s) involved of the nature and scope of the Project, and of its operations that may affect their facilities or property. The notice shall include an inquiry for all information required to determine the location of the existing utility facilities and the Contractor shall also provide the portion of the approved Preliminary Schedule relative to that respective Utility. Two copies of such notices and the Utility's responses shall be sent to the Resident Engineer prior to the start of Construction Operations. The Contractor shall also attend a Utility preconstruction conference prior to the start of Construction Operations.

The Contractor shall provide each Utility the portion of the approved Baseline CPM Schedule related to the respective Utility and any approved updates or revisions that affect that Utility.

Information on the Utility(s), including the work to be performed by the Utility(s) on the Project, will be provided in the Special Provisions.

The corporations, companies, agencies, or municipalities owning or controlling the utilities, and the name, title, address, and telephone number of their local representative are attached herein.

Bidders are advised to verify the above information as its accuracy and completeness is not guaranteed by the County.

The Contractor is advised the design for this Contract did not identify any anticipated utility conflicts. However, this Contract does require the Contractor to call the State's One Call System as specified in Subpart C., to verify a conflict does not exist.

A pre-construction meeting will be held to enable full coordination of parties involved in this project. The County will arrange this meeting shortly after award of contract and prior to the start of any work and send an agenda and written invitations to municipal officials, utility owners and any other interested parties.

A minimum of five (5) business days prior to the pre-construction meeting, the Contractor will provide the County, in writing, with the following:

1. ***Proposed work schedule;***
2. ***List of Sub-Contractors;***
3. ***List of material suppliers;***
4. ***Certificates of Compliance for all materials and or assemblies, including: Raised Pavement Markings; Signs; Public Sidewalk Ramp Delineation, etc.;***
5. ***Breakdown of any lump-sum items;***
6. ***Shop drawings of all construction items.***

THE CONTRACTOR WILL NOT COMMENCE WORK UNTIL THE ABOVE MATERIAL IS RECEIVED & APPROVED.

SECTION 106 - CONTROL OF MATERIAL

106.07.01 Certification of Compliance

Submit manufacturer's Certifications of Compliance stating that the materials and/or assemblies fully comply with the requirements of the Contract when required by the Contract or requested by the Department.

Ensure that Manufacturer's Certification of Compliance contains the following information:

1. Project Name.
2. Name of the Contractor.
3. Material description.
4. Quantity of material represented by the certification.
5. Means of identifying the consignment, such as label marking or seal number.
6. Date and method of shipment.
7. A statement that the material conforms to the Contract material requirements and representative samples have been sampled and tested.
8. If the submission is for an assembly of materials, a statement that the assembly conforms to the Contract.
9. Signature of a person having legal authority to bind the supplier.
10. Typed or printed name of the person who signed the certification.

Before incorporating the materials into the Project, obtain three (3) copies of the manufacturer's Certifications of Compliance for materials, components, and manufactured items that are accepted by certification. Retain one (1) copy and submit two (2) copies to the RE. With the Certification of Compliance, provide a transmittal identifying the Item for which it is submitted. For products that contain steel or iron, attach additional documents as required by the certification procedures as specified in 106.07.02. The Contractor may submit the Certifications of Compliance electronically to the RE in a scanned document. Include the transmittal and all backup documentation in the scanned document.

The Department has the right to sample and test materials or assemblies accepted on the basis of Certifications of Compliance at any time. The Department will reject materials or assemblies, whether in place or not, if found not to be in conformance with the Contract requirements.

The Department will not make payment for an Item for which material is accepted on the basis of a Certification of Compliance until the RE has received the required Certification of Compliance and has inspected and accepted the material or assembly.

106.07.02 Certification for iron and steel

A. Pre-cast Concrete Steel and Concrete Pipe Certification of Compliance. For pre-cast concrete and concrete pipe items, a Buy America Compliance Plan is required to confirm that the material meets the Buy America requirements as specified in 106.03. The ME will periodically audit compliance with the program at the pre-cast plant. If the pre-cast concrete item is not inspected by ME, submit a Certification of Compliance for the pre-cast concrete item as required in 106.07.01. When a Certification of Compliance is submitted, ensure the Certification of Compliance contains a statement that the reinforcing steel used in the pre-cast concrete item complies with the Buy-America requirements as specified in 106.03

B. Incidental Steel or Iron Components and Manufactured Products. Incidental steel and iron components such as lifting hooks, tie wire, chairs, nuts, bolts and screws are not required to be certified for compliance with Buy-America requirements. For manufactured products that are not made predominantly of steel, the steel components are not required to be certified for compliance

with Buy-America requirements.

C. **Step Certification of Compliance.** For products that contain steel or iron components and are not covered in 106.07.02.A or 106.07.02.B, step Certification of Compliance is required to confirm the item meets the Buy-America requirements as specified in 106.03. A step certification is a process under which each handler (e.g., supplier, fabricator, manufacturer, processor, coating facility) of the iron and steel components certifies the steel and iron components were of domestic origin and their step in the process was domestically performed.

Every step in the process from melting to coating must be performed in the United States in order for the steel or iron component to be considered domestic and must be documented by step certification. If a domestic source for a steel or iron component cannot be found, submit a request for waiver to the Department. Do not purchase non-domestic steel or iron components without the express written consent of the Department.

Ensure three (3) copies of the Contractor's Certification of Compliance (Form DC-17) and the step Certifications of Compliance are provided for items containing steel or iron. Retain one (1) copy and submit two (2) copies to the RE. The Contractor may submit the DC-17 and the step certifications electronically in a scanned document.

Ensure step Certifications of Compliance contain the following information:

1. Name of the Company supplying the material.
2. Name and location of the Company the material was shipped to.
3. Material description.
4. Quantity of material represented by the Certification.
5. Means of identifying the consignment, such as label marking or seal number.
6. Date and method of shipment.
7. A statement that the material conforms to the Contract material requirements and to the Buy-America requirements in 106.03.
8. A statement that all steel or iron components in the material or assembly were "melted and manufactured in the US," unless there is non-domestic steel or iron in the material or assembly.
9. If there is non-domestic steel or iron in the assembly, describe in detail the non-domestic steel or iron material and the quantity. Attach a copy of the Department's approval for the use of non-domestic steel or iron components.
10. Signature of a person having legal authority to bind the supplier.
11. Typed or printed name of the person who signed the certification.

The Department will not make payment for work containing steel or iron materials until the RE has received the required DC-17 and step Certifications of Compliance and has inspected and accepted the material or assembly.

SECTION 107 - LEGAL RELATIONS

107.04 NEW JERSEY CONTRACTUAL LIABILITY ACT

THE FOURTH PARAGRAPH IS CHANGED TO:

For purposes of determining the date of "completion of the contract" pursuant to N.J.S.A. 59:13-5, "completion of the contract" occurs on the date that the Contractor provides written notice to the Department of Acceptance or conditional Acceptance of the Proposed Final Certificate or the 30th day after the Department issues the Proposed Final Certificate, whichever event occurs first.

107.09 INDEPENDENT CONTRACTOR

THE ENTIRE SUBSECTION IS CHANGED TO:

The relationship of the Contractor to the State is that of an independent contractor. Conduct business consistent with such status. Do not hold out or claim to be an officer or employee of the Department by reason hereof. Do not make a claim, demand, or application to or for the rights or privileges applicable to an officer or employee of the Department, including, but not limited to, Workers Compensation Insurance, unemployment insurance benefits, social security coverage, or retirement membership or credit.

107. 11 RISKS ASSUMED BY THE CONTRACTOR

THE ENTIRE SUBSECTION IS CHANGED TO:

1. **Risks of Loss or Damage to the Permanent Construction**. Until Acceptance, and within the limits of the Project's work, the Contractor shall bear the risk of all loss or damage to all permanent construction and temporary construction performed under this Contract and to materials, whether or not it has received payment for such construction or materials under Subsection 109.05, 109.06, or 109.07, except payment will be made to the Contractor for the repair or replacement of any permanent element of the construction which has not been accepted by the Department, if the element of the work damaged is completed to the stage of serving its intended function and is subsequently damaged by accident by public traffic. In order to receive payment, the Contractor must supply satisfactory evidence that such damage was caused by a public traffic accident that was not caused by vandalism or by the equipment of the Contractor or any of its subcontractors or suppliers. Satisfactory evidence shall generally be limited to: accident reports filed with the Division of Motor Vehicles, police agencies or insurance companies; statements by reliable, unbiased eyewitnesses; identification of the vehicle involved in the accident. Physical evidence that the damage was caused by a motor vehicle (such as tire marks or broken headlight glass) will not be sufficient unless it can be clearly shown that the damage was not caused by the Contractor's vehicles or by vandalism. The Contractor shall take every precaution, as allowed by the Contract against injury or damage to any part of the construction or to materials by the action of the elements, the traveling public, vandalism, or from any other cause, whether arising from the execution or the non-execution of the work. The Contractor shall promptly repair, replace, and make good any such damage or loss without cost to the Department. The Contractor shall not bear such risk of loss or damage, which arises from acts of war or floods, tidal waves, earthquakes, cyclones, tornadoes, hurricanes, or other cataclysmic natural phenomenon unless such loss or damage is covered by insurance.

THE FOLLOWING SUBSECTION IS ADDED:

107.17 COMMUNICATION WITH THE NEWS MEDIA

Do not communicate with the news media or issue a news release without obtaining a prior written approval from the Department.

SECTION 108 - PROSECUTION AND COMPLETION

108.01 SUBCONTRACTING

1. Values and Quantities.

THE FOLLOWING IS ADDED TO FIRST PARAGRAPH

1. There are no Specialty Items in this Project.

THE THIRD PARAGRAPH IS CHANGED TO:

If a partial quantity of work for a unit price Item is subcontracted, the Department will determine the value of the work subcontracted by multiplying the price of the Item by the quantity of units to be performed by the subcontractor.

THE FOURTH PARAGRAPH IS CHANGED TO:

If only a portion of work of an Item is subcontracted, the Department will determine the value of work subcontracted based on the value of the work subcontracted as indicated in the subcontract agreement and as shown in a breakdown of cost submitted by the Contractor.

108.02 COMMENCEMENT OF WORK

THE SUBPART 4 IN THE FIRST PARAGRAPH IS CHANGED TO:

4. Progress schedule as specified in 153.03

108.06 NIGHT OPERATIONS

THE FOLLOWING IS ADDED TO THE BEGINNING OF THE FIRST PARAGRAPH:

The Contractor shall be responsible for furnishing, maintaining, removal and or disposal of all equipment, material and manpower necessary for compliance with this sub-section.

2. Visibility Requirements for Workers and Equipment.

THE FIRST PARAGRAPH IS CHANGED TO:

Ensure workers wear a 360° high-visibility retroreflective safety garment meeting ANSI/ISEA Class 3, Level 2 standards.

108.07 TRAFFIC CONTROL

THE FOLLOWING IS ADDED:

Working hours for this project are as follows:

Weekdays (Monday through Friday)

Day-Time 8:00 am to 4:00 pm

Weekends/Holidays

Not Allowed without Approval from Union County

108.07.01 Interference

THE FOLLOWING IS ADDED TO THIS SUB-SECTION:

It shall be the Contractor's responsibility to maintain driveway access for all adjacent property owners.

In the event industrial and commercial driveway access must be temporarily denied, the Contractor shall provide written notice to the Engineer and property owner at least five (5) working days in advance of the driveway closing.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING AND MAINTAINING ALL WORK ZONES FOR THE CONSTRUCTION. ALL TRAFFIC CONTROL DEVICES AND MANPOWER NECESSARY TO MAINTAIN SUCH WORK ZONES IN ACCORDANCE WITH THE CURRENT EDITION OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES SHALL BE SUPPLIED, IMPLEMENTED AND REMOVED AT THE APPROPRIATE TIME BY THE CONTRACTOR.

108.09 Maintenance within the Project Limits

The following is added to this sub-section:

The Contractor shall not be responsible for removal of ice or snow from sections of roadways opened to traffic or for damage to the project caused by the operation of snow plows or other snow removal or deicing operations carried on by others under the supervision or direction of the County. The Contractor shall not be responsible for mowing unless an item for mowing is scheduled in the proposal form. However, the Contractor shall be responsible for the removal of all leaves, debris and other material on the road, prior to reconstruction and resurfacing. The Contractor will also be responsible for street sweeping prior to resurfacing operations, and at the end of each day following milling operations.

108.11.01 Extensions to Contract Time

B. Types of Delays.

1. Non-Excusable Delays.

THE FOLLOWING IS ADDED:

For work performed by Utilities, delays up to 30 percent of the estimated duration specified in 105.07.02 are considered non-excusable. The duration includes both the advance notice and the completion of the work by the Utility.

2. Excusable, Non-Compensable Delays.

b. Utilities.

THE LAST PARAGRAPH IS CHANGED TO:

If approved excusable, non-compensable delays exceed a total of 90 days, the time in excess of 90 days will become excusable and compensable as specified in 108.11.01.B.3.

108.19 COMPLETION AND ACCEPTANCE

THE FOLLOWING IS ADDED:

No Incentive Payment for Early Completion is specified for this project.

SECTION 109 - MEASUREMENT AND PAYMENT

109.01 MEASUREMENT OF QUANTITIES

THE SECOND PARAGRAPH IS DELETED:

109.02 SCOPE OF PAYMENT

THE THIRD SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

The Department will not make additional or separate payment for work or portion of work unless specifically provided for in the "Measurement and Payment" Subsection.

109.05 ESTIMATES

THE SECOND PARAGRAPH IS CHANGED TO:

The RE will provide a summary of the Estimate to the Contractor. Before the issuance of each payment, certify, on forms provided by the Department, that:

- Each subcontractor or supplier has been paid the amount due from the previous progress payment and shall be paid the amount due from the current progress payment and that full payment for any retainage withheld from a subcontractor has been or will be made within 30 days after the subcontractor's work has been satisfactorily completed; or

- There exists a valid basis under the terms of the subcontractor's or supplier's contract to withhold payment from the subcontractor or supplier, and therefore payment is withheld.

THE TENTH PARAGRAPH IS CHANGED TO:

The RE has the right to not process an Estimate when, in the judgment of the RE, the Work is not performed or proceeding as specified in the Contract or following the Department giving the Contractor and Surety notice of default as specified in 108.14.

DIVISION 150 - CONTRACT REQUIREMENTS

SECTION 151 - PERFORMANCE BOND AND PAYMENT BOND

151.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED:

Payment will not be made for Performance Bond and Payment Bond. All costs thereof shall be included within the various bid pay items.

SECTION 152 - INSURANCE

152.03.01 Owner's and Contractor's Protective Liability Insurance

A. Policy Requirements.

THE FOURTH SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

Ensure policies are underwritten by companies with a current A.M. Best rating of A- with a Financial Size Category of VII or better.

152.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED:

Payment will not be made for insurance of any kind. All costs thereof shall be included within the various bid pay items.

SECTION 153 - PROGRESS SCHEDULE

153.03.02 CPM Progress Schedule Updates

THE LAST PARAGRAPH IS CHANGED TO:

If the project falls behind schedule for non-excusable delays, so the schedule indicates the Work will not be completed by the Completion date, as specified in 108.10, take the necessary steps to improve progress. Under such circumstances, the RE may direct the Contractor to increase the number of shifts, begin overtime operations, work extra days, including weekends and holidays, and supplement its construction plant. Furthermore, the RE may require the Contractor to submit for approval a recovery schedule showing how the Contractor proposes to meet the directed acceleration.

2. Tabular Reports.

THE FIRST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

The RE may require three (3) color paper copies of the longest path sort, total float sort, responsibility sort, area sort, and Gantt chart.

153.03.03 Bar Chart Progress Schedule and Updates

A. Schedule.

THE THIRD SENTENCE OF THE THIRD PARAGRAPH IS CHANGED TO:

Provide three (3) color paper copies of a bar chart progress schedule or similar type that is acceptable to the RE for approval as follows:

THE FOLLOWING IS ADDED:

If the project falls behind schedule for non-excusable delays, so the schedule indicates the Work will not be completed by the Completion date, as specified in 108.10, take the necessary steps to improve progress. Under such circumstances, the RE may direct the Contractor to increase the number of shifts, begin overtime operations, work extra days, including weekends and holidays, and supplement its construction plant. Furthermore, the RE may require the Contractor to submit for approval a recovery schedule showing how the Contractor proposes to meet the directed acceleration.

153.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED:

Payment will not be made for Project Schedules of any kind including updates. All costs thereof shall be included within the various bid pay items.

THE THIRD PARAGRAPH IS CHANGED TO:

If the Contractor's CPM Progress Schedule update is not approved by the date of the progress meeting for the following update, the Department will assess liquidated damages to recover the Department's increased administrative costs.

SECTION 157 - CONSTRUCTION LAYOUT AND MONUMENTS

157.03.01 CONSTRUCTION LAYOUT

THE SEVENTH PARAGRAPH IS CHANGED TO:

Provide the Utilities with access to the site as necessary and coordinate the Work. Ensure utility facilities do not conflict with proposed construction, including High Voltage Proximity Act conflicts.

157.03.01 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED:

Payment will not be made for Construction Layout. All costs thereof shall be included within the various bid pay items.

SECTION 158 - SOIL EROSION AND SEDIMENT CONTROL AND WATER QUALITY CONTROL

158.04 MEASUREMENT AND PAYMENT

THE PAY ITEM CONCRETE WASHOUT SYSTEM IS DELETED AND THE FOLLOWING IS ADDED:

Separate payment will not be made for Concrete Washout System, but the costs shall be included in the various items of the proposal.

SECTION 159 - TRAFFIC CONTROL

THE FOLLOWING IS ADDED AFTER THE FIRST PARAGRAPH:

ALL WORKERS SHALL WEAR REFLECTORIZED GARMENTS, UTILIZING 360° VISIBILITY, AS SPECIFIED FOR TRAFFIC DIRECTORS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING AND MAINTAINING ALL WORK ZONES FOR THE CONSTRUCTION. ALL TRAFFIC CONTROL DEVICES WITHIN WORK ZONES SHALL BE ESTABLISHED IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. ALL TRAFFIC CONTROL MEASURES SHALL BE SUPPLIED, IMPLEMENTED AND REMOVED AT THE APPROPRIATE TIME BY THE CONTRACTOR.

All traffic control devices shall comply with these Specifications and the Standard Details for Traffic Control Devices as developed by the New Jersey Department of Transportation.

All traffic control devices furnished by the Contractor shall be new, or in acceptable condition as defined by the American Traffic Safety Services Association (ATSSA), Quality Standards For Work Zone Traffic Control Devices - 3rd Edition. Traffic control devices damaged under this Contract as a result of carelessness or mishandling by the Contractor (i.e., running over cones or barrels with his equipment or splashing tar on traffic control devices, etc.) shall be replaced by the Contractor at no additional cost to the County. The Contractor shall replace damaged traffic control devices within one (1) calendar day. The County reserves the right to reject any traffic control device, which in their sole opinion does not satisfy the criteria of these Specifications, is damaged or otherwise incapable of providing the function for which it was intended. In this event, the Contractor shall replace the deficient traffic control devices and/or materials within one (1) calendar day. Upon completion of the Project, all traffic control devices and materials furnished by the Contractor shall be removed by the Contractor.

All signs furnished by the Contractor shall conform to the latest addition ***Manual of Uniform Traffic Control Devices*** and the ***U.S.D.O.T. Manual of Standard Highway Signs***. ***All signs and traffic control devices shall be manufactured with, or incorporate 3M diamond grade material or approved equal.*** **All signs shall be aluminum, with a thickness of 0.100 inches, and cut to Standard sizes.**

Should the Contractor begin work prior to the work zone being properly established as described herein, the County shall assume no responsibility for tort liability issues arising from the Contractor's premature start. All liability and consequence arising from a premature start is solely the Contractor's.

In the event the manhole, inlet or other appurtenance is in the middle of a travel way and the placement of a traffic device would impede the flow of traffic, the manhole, inlet or other appurtenance will be ramped in accordance with Construction Details with fresh hot mix asphalt material (either cold or hot mix). The use of millings to perform this operation will not be allowed.

159.03.01 TRAFFIC CONTROL COORDINATOR

THE FOLLOWING IS ADDED:

The Contractor shall be responsible for project maintenance within the project limits until acceptance. This maintenance shall consist of continuous and effective work prosecuted day by day, with adequate equipment and forces to the end that the roadway is kept in satisfactory condition at all times. In the case

of a contract requiring the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

Prior to the start of construction operations, the Contractor shall assign a supervisory-level employee to be the Traffic Control Coordinator. The Engineer and affected municipalities shall be notified as to the name and telephone number of this individual on a 24-hour, 7-day a week basis. **A PAGER NUMBER FOR THIS PURPOSE WILL NOT SUFFICE. IF AND WHEN THE NUMBER IS CALLED, THE CONTRACTOR OR DULY APPOINTED AGENT MUST BE AVAILABLE TO ANSWER AND RESPOND TO THE EMERGENCY CALL. THE CONTRACTOR'S RESPONSE TIME TO EMERGENCIES THAT ARISE DURING THIS PROJECT SHALL BE WITHIN ONE (1) HOUR.**

The Traffic Control Coordinator shall be responsible for ensuring the Contractor meets all provisions of the current edition of the Manual on Uniform Traffic Control Devices, OSHA, ANSI and Title 39 – Uniform Motor Vehicle Laws of New Jersey. The Traffic Control Coordinator shall be the liaison between the Contractor and County for the duration of the project. It will be his/her responsibility to notify the Engineer when and where the Contractor's work force and equipment shall be throughout the workday. The Traffic Control Coordinator is responsible for the following:

- Ensuring all Contractor equipment and vehicles are properly stored and parked so as not to create a traffic hazard;
- Coordinating the Contractor's work schedule and need for traffic directors with the Engineer or duly appointed representative with regards to the maintenance and protection of traffic;
- Confirming the Contractor's compliance and cooperation with the Engineer with regards to the maintenance and protection of traffic;
- Repositioning of traffic control devices displaced by traffic or construction equipment;
- Notifying County forces of damaged traffic control devices;
- Confirming all traffic control devices moved or repositioned by the Contractor or his forces are placed in their original position;
- Coordinating all Concrete Construction Work Zones, including signage, traffic control devices and the appropriate manpower.

The Contractor shall be responsible for maintaining safe and adequate pedestrian access in, near or around the work site. Neither the Contractor's equipment nor debris and materials shall occupy any part of the sidewalk, path or traveled way not being constructed.

All equipment, materials, excavated material or debris shall be removed by the end of the workday. Material or debris left at the end of the day by the Contractor on, near or adjacent to the sidewalk or traveled way that is open to pedestrians and vehicles is subject to removal by the County forces. In this event, the costs associated with the removal will be deducted from monies owed the Contractor.

159.03.02 Traffic Control Devices

THE FOLLOWING IS ADDED AFTER THE FIRST PARAGRAPH:

Traffic Control devices shall be NCHRP-350 crash test compliant by the NJDOT and shall be duly certified, if necessary.

Newly purchased devices shall be NCHRP-350 compliant. A list of NCHRP 350 compliant and FHWA approved devices can be found at:

http://www.fhwa.dot.gov/safety/fourthlevel/pro_res_road_nchrp350.htm

THE FOLLOWING SUBSECTION IS REPLACED IN ITS ENTIRETY WITH THE FOLLOWING:

6. Traffic Control Truck with Mounted Crash Cushions.

THE LAST SENTENCE IS CHANGED TO:

Submit drawings to the RE detailing the manner of securing the ballast, signed and sealed by a Professional Engineer, certifying it is capable of withstanding the impact forces for which the impact attenuator is rated. Contractor shall provide Traffic Control Truck with Mounted Crash Cushion to aid in the placement of traffic control devices, as needed for the duration of the project when directed.

159.03.06 TEMPORARY TRAFFIC STRIPES AND TEMPORARY TRAFFIC MARKINGS

THE ENTIRE TEXT IS CHANGED TO:

Apply temporary traffic stripes and markings when the ambient and surface temperatures are at least 45 °F and rising and the surface temperature is no more than 140 °F. Apply the traffic paint in a wet film thickness of 6 ± 1 mil. Apply glass beads to the wet paint in a uniform pattern and at the rate of 12 pounds per gallon of paint. Ensure TRAFFIC STRIPES and TRAFFIC MARKINGS are applied within 14 days of placing temporary traffic stripes and markings unless directed by the RE.

159.03.08 TRAFFIC DIRECTION

A. Flagger.

THE LAST SENTENCE IS CHANGED TO:

Ensure the flagger is equipped with a STOP/SLOW paddle and follows MUTCD flagging procedures.

THE FOLLOWING IS ADDED TO THIS SECTION:

Should the circumstances arise during any construction operations where the use of flaggers is not permitted by the Motor Vehicle & Traffic Laws of New Jersey, Title 39, specifically 39:4-57 and or 39:4-80 & 81, or any other section in Title 39, or in the opinion of the Engineer, where the limitations of such flaggers in the roadway do not optimize the safety of pedestrians and the motoring public, Off-Duty Police Traffic Directors shall be utilized. Under these circumstances, it shall be the Contractor's responsibility to coordinate and schedule all officers necessary for the appropriate construction phases; however, the County of Union will regulate the amount of and location of each director. The Contractor shall be responsible for paying prevailing wage rates for Police Traffic Directors, at the respective Municipal Police Department rate. Reimbursement for police traffic directors shall be based on the amount of actual person-hours provided by the respective municipalities. Reimbursement will not be made for any:

- ***differential overtime rate;***
- ***vehicle charges;***
- ***Administration fees, & or taxes.***

Payment of such shall be included in the overall price bid for various traffic control pay items. The Contractor shall be required to produce proof of both payment & hours worked for each officer, at

each post for each assignment. Should the Contractor fail to produce said proof, the County will withhold payment on this item until such time that adequate & satisfactory proof can be provided.

B. Police.

THIS SUBSECTION HAS BEEN REPLACED IN ITS ENTIRETY WITH THE FOLLOWING:

The Contractor shall coordinate with local police department from the Town of Westfield as to their requirements or compliance with State Law for police presence during commencement from one construction stage to the next construction stage only. Contractor shall be responsible for scheduling all work and notifications with the local police to comply with local ordinance or police presences. The use of police services does not relinquish or diminish the Contractor's responsibilities for work zone safety nor shall they serve as a substitute for traffic director flaggers. County is not responsible for interruptions or delays to construction activities resulting from any failure of police presences at the work site.

159.04 MEASUREMENT AND PAYMENT

THE LIST OF PAY ITEMS IS DELETED, AND THE FOLLOWING ARE ADDED:

Item	*Pay Unit*
TRAFFIC DIRECTOR, UNIFORM POLICE	ALLOWANCE

THE PAY ITEMS TEMPORARY PAVEMENT MARKERS, TEMPORARY PAVEMENT MARKING TAPE, TEMPORARY TRAFFIC STRIPES AND TEMPORARY TRAFFIC MARKINGS ARE DELETED AND THE FOLLOWING IS ADDED:

Separate payment will not be made for Temporary Pavement Markers, Temporary Pavement Marking Tape, Temporary Traffic Stripes and Temporary Traffic Markings, but the costs shall be included in the various items of the proposal.

THIS SUB-SECTION IS AMENDED AS FOLLOWS:

The County has included an allotted cost in the bid proposal for the presence of uniform police for this project. The Contractor shall provide invoice receipt from the municipality for work performed by uniform police, as well as the municipality requirements for police presence on public roadways for construction activity in justifying payment and reimbursement.

Where Police Traffic Directors may be utilized, the Contractor shall notify the respective Police Department at least four (4) business days (96 hours) in advance of requiring the traffic directors. Should there be a difference between the Engineer's requirement, and that of the Police Department, the Contractor shall immediately notify the Engineer and request clarification.

If the Contractor cancels any work, without prior notice to the affected Municipal Police Department, then any costs incurred from the respective Police Departments shall become the Contractor's responsibility. The Contractor shall be responsible for establishing any and all escrow accounts that may be required by the Municipal Police Department. The Contractor shall confirm specific details of hiring Traffic Directors with each respective Police Department.

Separate payment will not be made for relocating traffic control devices as required or as directed. Separate payment will not be made for posts or stands for construction signs. Separate payment will not be made for traffic control coordinator. Separate payment will not be made for moving the traffic control

truck units during the various stages of construction. Separate payment will not be made for escape ramps provided at the edges of pavement lifts or at excavations. All costs thereof shall be included in the prices bid for the various Pay Items scheduled in the Bid Sheets.

All property owner notices, traffic control devices & manpower necessary to maintain such work zones utilizing the necessary devices and items, other than those stipulated to be paid under a separate bid pay item shall be supplied, implemented and removed at the appropriate time by the Contractor. Separate payment will not be made for the cost of such traffic control devices, any relocation of such and associated manpower but the costs shall be included in the various items of the proposal.

For traffic control devices measured by the linear foot or unit basis specified in 159.03.02, the Department will make payment for the maximum quantity in service at one time as required by the Contract. For CONSTRUCTION SIGNS, the Department will make payment for the maximum quantity of specific sign types in service at one time as required by the Contract. If a particular sign type has more than one unique text, each sign with a unique text will be considered to be a specific sign type. The Department will make payment for 50 percent of the Contract bid price for traffic control devices specified in 159.03.02 that are measured on a linear foot, square foot or unit basis upon approved placement. The Department will prorate the balance of payment over the duration of the Contract.

SECTION 160 - PRICE ADJUSTMENTS

160.03.01 Fuel Price Adjustment

THROUGHOUT THIS SUBSECTION, TABLE 161.03.01-1 IS CHANGED TO TABLE 160.03.01-1

THE THIRD PARAGRAPH IS CHANGED TO:

If the as-built quantity of an Item listed in Table 160.03.01-1 differs from the sum of the quantities in the monthly Estimates, and the as-built quantity cannot be readily distributed among the months that the Item listed in Table 160.03.01-1 was constructed, then the Department will determine fuel price adjustment by distributing the difference in the same proportion as the Item's monthly Estimate quantity is to the total of the Item's monthly estimates.

THE 25TH LINE IN THE TABLE 160.03.01-1 IS CHANGED TO:

HOT MIX ASPHALT ___ ___ ___ BASE COURSE 2.50 Gallons per Ton

160.03.02 Asphalt Price Adjustment

NOTE 1 OF THE THIRD PARAGRAPH IS CHANGED TO:

1. The New Jersey Department of Transportation will determine the weight of asphalt binder for price adjustment by multiplying the percentage of new asphalt binder in the approved job mix formula by the weight of the item containing asphalt binder. If a Hot Mix Asphalt item has a payment unit other than ton, the Department will apply an appropriate conversion factor to determine the number of tons used.

THE FOURTH PARAGRAPH IS CHANGED TO:

$$A = B \times [(MA - BA)/BA] \times C \times M \times G$$

Where:
A = Asphalt Price Adjustment
B = Bid Price for Tack Coat/Prime Coat
MA = Monthly Asphalt Price Index
BA = Basic Asphalt Price Index
C = Petroleum Content of the Tack Coat and Prime Coat in Percent by Volume:
Use 100% for cutbacks and Tack Coat 64-22
60% for Polymer Modified Tack Coat
60% for RS or similar type emulsions
M = Percentage of Bid Price Applicable to Materials Only: Use 82%
G = Gallons of Tack Coat and Prime Coat Furnished and Applied

160.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED TO THIS SUB-SECTION:

An Allowance for *Asphalt Price Adjustment* and *Fuel Price Adjustment* has been established in the bid proposal sheet. The allowance amount will be adjusted based on the formulas established in the specifications for calculating price adjustments if warranted.

Asphalt price adjustments will not be made for Tack Coat and Prime Coat.

SECTION 161 - FINAL CLEANUP

161.04 MEASUREMENT AND PAYMENT

THE ENTIRE SUBSECTION IS CHANGED TO:

Separate payment will not be made for Final Cleanup but the costs shall be included in various items of the proposal.

SECTION 201 - CLEARING SITE

201.03.01 Clearing Site

B. Clearing and Grubbing.

THE FOLLOWING IS ADDED:

Dispose of material and debris as specified in 201.03.09.

201.03.02 Clearing Site, Bridge and Clearing Site, Structure

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH.

Only the following equipment is permitted for the work:

1. **1. Pneumatic or Electric Equivalent Hand Operated Hammers.**

   a. When demolishing concrete not closer than 6 inches to structural members: hammers weighing no more than 90 lbs. (exclusive of bit), equipped only with chisel point bits.

   b. When demolishing concrete within 6 inches of structural members: hammers weighing no more than 30 lbs. (exclusive of bit).

2. **2. Saw Cutters.**

   a. When cutting concrete within 6 inches of structural members: concrete cutters and concrete saws. While using water in the cutting operation, provide shielding beneath the cutting operation to prevent water leakage. Continuously collect slurry and dispose of as specified in 201.03.09. Ensure that the slurry does not enter the structure or highway drainage system.

3. **3. Hydraulic Breakers.** Ram-hoe type breakers, hydraulic breakers, and demolition shears may be used with the following restrictions:

   a. Submit required data to the RE for Department's analysis of stresses induced to the girders.

   b. Delineate the centerline and limits of the top flange of girders before the equipment operation.

   c. Do not use equipment within 6 inches of the delineated flanges.

   d. Do not pull or twist the reinforcement steel.

4. **4. Hydraulic Splitters.** Hydraulic splitters.

5. **5. Other Equipment.** Obtain RE approval before use.

THE FOLLOWING IS ADDED:

The procedure is described below:

6. 1. **Pre-stressed Concrete Stringers and Concrete Diaphragms.** Repair damage to pre-stressed concrete stringers and concrete diaphragms using non-shrink grout conforming to Subsection 903.08 before deck placement.

7. 2. **Steel Stringers, Floorbeams, Cross Frames, and Diaphragms.**

a. Repair procedures to tensile components in conformance with ASTM A 6/A 6M and the following:

1 Repair gouges up to 1/8 inch by grinding flush in the direction of principal stress.

2 Repair gouges deeper than 1/8 inch by first grinding; then, depositing weld metal and grinding flush with the surface of the metal in the direction of principal stress. Weld using low hydrogen electrodes conforming to current AWS Specifications A5.1 and A5.5.

3 Repair kinks and deformations by flame straightening or a combination of flame straightening and jacking. Ensure flame straightening is performed by personnel having a minimum of three years of documented experience. Submit the names of the personnel to the RE for review and approval prior to performing the work.

b. Repair procedures to compression components for kinks and deformations as outlined in 2.a (3) above. Where more than five percent of the cross-sectional area of the member is damaged, submit a repair procedure to the RE for review and approval.

Clean and paint exposed existing top flanges of beams with prime coat as specified in Subsection 554.03.

Bonding and Grounding for Electrified Railroad. For the required materials, submit a list to the RE for approval 21 days before construction operation. In the list, include: material description, manufacturer and catalog number. After obtaining the RE's approval, submit the list to the railroad for review and approval. Do not order the materials prior to obtaining the railroad's approval. Furnish and deliver the materials to the railroad. Obtain a receipt for the materials from the railroad and provide a copy to the RE.

List of Materials

Description	**Quantity Required**
U-bolt, ⅞-inch diameter by 4-inch, BS fastener	--------
Strap, clevis, 1¼ by 2 inches stock, 12-inch connecting length, 1-inch diameter hole, ⅝-inch diameter bolt, ultimate strength 25 psi, Brewer Tilchener Corp.-3074 C	--------
Dead end eye bolt, compression type steel, use DIE 6010SH, compression tool, 60A ALCOA 9190-332	--------
Jumper cable, compression type aluminum, use DIE 6020AH, compression tool 60A ALCOA 5120-781	--------
Terminal - Bundy AK2C39B1 to 336400 Cable (1)	--------
Ground terminal - Bundy AK2C39B1 to 336400 Cable (2)	--------
Terminal - solid barrier to 0.17 square inch cable Bundy KC28B1	--------
Compound, aluminum to copper connection (ALNOX) CANS	--------
Termination, dead end strand clamp, ALCO 336 4 KCM	--------
Clip, bronze, complete type BC, Ohio brass	--------
Thimble-Bronx 336 4 KCM	--------
U-bolt, 1¼-inch diameter by 1½-inch loop 336 4 KCM 11, 30/7 STR ACSR, ANACONDA insulated aluminum cable having a diameter of 0.17 square inches, ANACONDA	--------

201.03.04 Removing Underground Storage Tanks

THE THIRD PARAGRAPH, SUBPART 2, LAST PARAGRAPH IS CHANGED TO:

> Before backfilling, remove and dispose of contaminated water not associated with ground water. If directed, immediately backfill the excavated hole as required per N.J.A.C. 7:26E and obtain documentation for the quality of the fill. In addition, provide certification stating that it is virgin material from a commercial or noncommercial source or decontaminated recycled soil. Backfill the excavation as specified in 201.03.07.5 but use certified clean fill as noted above.

Remove following:

Parcel No.	Tank Size	Contents	Tank Registration No.

201.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED:

The Department will not make payment for the Item CLEARING SITE, BRIDGE in excess of $75,000 until Substantial Completion. The Department will not make payment for the Item CLEARING SITE, in excess of $20,000 until Substantial Completion.

SECTION 202 - EXCAVATION

202.02 MATERIALS

THE FIRST IN THE LIST IS CHANGED TO:

Coarse Aggregate (No. 57, or 67) 901.03

202.03.03 Excavating Unclassified Material

A. Excavating.

THE FIRST PARAGRAPH IS CHANGED TO:

Unclassified excavation consists of excavation and management of material of whatever nature encountered, including regulated material, pavement removal and acid producing soil.

202.03.04 Excavating Regulated Material.

THE FIRST PARAGRAPH IS CHANGED TO:

Regulated material excavation consists of excavation and management of material of whatever nature encountered that is classified as regulated or hazardous material in the NJDEP Solid Waste Regulations, N.J.A.C. 7:26-1 *et seq.* or N.J.A.C 7:26-8.

THE FIRST SENTENCE OF THE SECOND PARAGRAPH IS DELETED

3. Temporarily Storing.

THE FIRST PARAGRAPH IS CHANGED TO:

Temporarily store regulated or hazardous material in stockpiles within the Project Limits and as shown on the Plans. Construct stockpiles on polyethylene sheeting. Contain stockpiles with haybales or silt fence placed continuously at the perimeter of the stockpiles. For hazardous material, if a stockpile area is not available within the Project Limits, sample and analyze materials in-situ for disposal. Excavate and place the hazardous regulated material directly into trucks, and haul it directly to the approved disposal facility.

202.03.05 Excavating Acid Producing Soil (APS)

THE FIRST SENTENCE OF THE SECOND PARAGRAPH IS DELETED

202.03.07 Reuse or Disposal of Excess Material

A. Reuse.

THE THIRD PARAGRAPH IS CHANGED TO:

Upon RE's approval, reuse excavated soil to widen or flatten slopes of embankment, to fade embankments into cuts, or as approved at other locations. Ensure that the excess material is not reused within a wetland, a transition area, a riparian zone, a flood hazard area or other regulated area without obtaining an appropriate NJDEP permit.

B. Disposal.

PARTS 1 AND 2 UNDER THE FIRST PARAGRAPH ARE CHANGED TO:

1. At least 10 days before disposing, submit the disposal procedure and location to the RE for approval. Do not dispose of excavation on property proposed to be used for parks, playgrounds, and other recreational purposes; residential facilities, and educational facilities; environmentally sensitive areas such as wetlands, and historic sites; or areas within sight of a State highway during all seasons.

2. Obtain the property owner's notarized authorization of the acceptance of the excess material and where it is being placed.

202.04 MEASUREMENT AND PAYMENT

THE FOLLOWING PAY ITEMS ARE DELETED:

Item	*Pay Unit*
PRESPLITTING	SQUARE YARD
EXCAVATION, REGULATED MATERIAL	CUBIC YARD
SOIL SAMPLING AND ANALYSES, REGULATED	UNIT
EXCAVATION, ACID PRODUCING SOIL	CUBIC YARD
SOIL SAMPLING AND ANALYSES, ACID PRODUCING SOIL	UNIT
DISPOSAL OF ACID PRODUCING SOIL	TON
DISPOSAL OF REGULATED MATERIAL	TON
DISPOSAL OF REGULATED MATERIAL, HAZARDOUS	TON
REMOVAL OF PAVEMENT	SQUARE YARD

THE FOLLOWING IS ADDED:

Disposal of asphalt and concrete will be made to an N.J.D.E.P. approved recycling facility. The Contractor shall notify the Recycle Facility to provide the County with appropriate credit for recycling.

The Department will not make payment for presplitting, but all costs shall be included in the unit price bid for the item Excavation, Unclassified.

The Department will not make payment for the excavation of regulated materials or acid-producing soils, but all costs shall be included in the unit price bid for the item Excavation, Unclassified.

The Department will not make payment for soil sampling and analyses required to complete the project, but all costs shall be included in the unit price bid for the item Excavation, Unclassified.

The Department will not make payment for removal of pavement, but all costs shall be included in the unit price bid for the item Excavation, Unclassified.

The Department will not make payment for disposal of material of whatever nature encountered, but all costs shall be included in the unit price bid for the item Excavation, Unclassified.

The Department will not make payment for sawcutting, stripping and disposal of excess, unstable or unsuitable or unusable material from Excavation, Unclassified.

The Department will measure Excavation, Unclassified in unstable areas by the cubic yard of material actually excavated in the work. The Department will make payment for Excavation, Unclassified as specified in this section.

SECTION 401 - HOT MIX ASPHALT (HMA) COURSES

401.02.01 Materials

EMULSIFIED ASPHALT UNDER TACK COAT IS REVISED TO:

Emulsified Asphalt, Grade RS-1, CRS-1, SS-1, SS-1h, Grade CSS-1 or CSS-1h.....902.01.03

401.03.02 Tack Coat and Prime Coat

TABLE 401.03.02-1 IS CHANGED TO:

Table 401.03.02-1 Tack Coat Application

Material	Spraying Temp, °F	Gallons per Square Yard	Season
Cut-Back Asphalt:			
RC-70	120 to 190	0.05 to 0.15	Oct 15 to Apr 15
Emulsified Asphalt:			
RS-1	70 to 140	0.05 to 0.15	All year
CRS-1	125 to 185	0.05 to 0.15	All year
SS-1, SS-1h	70 to 140	0.05 to 0.15	All year
CSS-1, CSS-1h	70 to 140	0.05 to 0.15	All year

TABLE 401.03.02-2 IS CHANGED TO:

Table 401.03.02-2 Prime Coat Application

Cut-Back Asphalt	Spraying Temp, °F	Gallons per Square Yard	Season
MC-30	85 to 150	0.1 to 0.5	Oct 15 to Apr 15
MC-70	120 to 190	0.1 to 0.5	Oct 15 to Apr 15
Emulsified Asphalt:			
CSS-1	70 to 140	0.1 to 0.50	All year

401.03.03 HMA Courses

D. Transportation and Delivery of HMA.

THE FIRST PARAGRAPH IS CHANGED TO:

Deliver HMA using HMA trucks in sufficient quantities and at such intervals to allow continuous placement of the material. Do not allow trucks to leave the plant within 1 hour of sunset unless nighttime lighting is provided as specified in 108.06. The RE will reject HMA if the HMA trucks do not meet the requirements specified in 1009.02. The RE will suspend construction operations if the Contractor fails to maintain a continuous paving operation. Before the truck leaves the plant, obtain a weigh ticket from a fully automatic scale. Before unloading, submit for each truckload a legible weigh ticket that includes the following:

1. Name and location of the HMA plant.
2. Project title.
3. Load time and date.
4. Truck number.
5. Mix designation.

6. Plant lot number.
7. Tare, gross, and net weight.

E. Spreading and Grading.

1. Longitudinal Joints.

THE FOLLOWING IS ADDED TO THIS SUB-SECTION:

When constructing the first lane, care shall be exercised in rolling so as not to displace the line and grade of the edges of the HMA. The joint in the surface course shall be offset from the lane lines by 6 inches except for the centerline of a roadway in which the joint shall fall between the double yellow traffic stripes.

A wedge joint shall be constructed when traffic is to be maintained and lift thickness is greater than 2-1/4 inches. A vertical edge joint will be permitted for lift thickness 2-1/4 inches or less when traffic has to be maintained. For lift thickness greater than 2-1/4 inches and traffic is not required to be maintained, a vertical edge shall be utilized.

Longitudinal joints shall be constructed utilizing one of the following methods:

A. Vertical Edge Joint. The paver shall be positioned so that in spreading, the HMA material uniformly overlaps the edge of the lane previously placed by one (1) to two (2) inches and shall be left sufficiently high to allow for compaction. In general, the height of the uncompacted HMA above the compacted HMA shall be 1/4 inch for each 1 inch of compacted mix. The overlapped HMA material being placed in the abutting lane shall be tightly crowded (bumped) over the joint. Any material in excess of the 1- to 2-inch overlap shall be pulled away from the joint and removed instead of broadcasting onto the new mat. When compacted, the new mat at the joint shall be even or slightly higher (Maximum 1/8 of an inch) than the previously placed adjoining mat. If the newly compacted mat results in a depression at the joint of 1/8 of an inch or more lower than the previously placed adjacent HMA layer, all paving operations shall cease until corrective action is taken by the Contractor to prevent reoccurrence. For all longitudinal joints that do not meet this requirement, the Contractor shall saw joints according to dimension guidelines of Subsection 404.19 and seal with an approved sealer.

B. Wedge Joint. The sloped plate of the paver shall produce a wedge edge having a face slope of 3H: 1V. The plate shall be so constructed as to accommodate compacted layer thickness of two (2) to four (4) inches. The bottom of the sloped plate shall be mounted one (1) inch above the existing surface. The plate shall be interchangeable on either side of the screed. The Contractor shall maintain the wedge configuration under traffic conditions.

All loose material shall be removed from the traveled way before opening to traffic. The rolling operation of the adjoining lane shall proceed as indicated in Subpart A above, except that care shall be taken to keep coarse aggregate away from the point where the wedge meets the surface of the previously placed lane.

To assure a true line, the paver shall closely follow lines or markings placed along the joint for alignment purposes. All longitudinal joints shall be constructed parallel to the centerlines within

a tolerance of plus or minus three (3) inches for every 100 linear feet. If this tolerance is not met, the mat shall be cut back to conform. The width and depth of overlapped material shall be kept uniform at all times. Overlapped material shall be looted back, pushing the material to the edge of the cold HMA mat and directly over the joint with the hot HMA mat. In no case shall excess material be broadcast across the new layer. All excess material shall be removed.

F. Compacting

THE FOLLOWING IS ADDED TO THIS SUB-SECTION:

When compacting the longitudinal edge of the first lanes placed using the wedge joint, the breakdown roller shall not extend more than two (2) inches over the top of the sloped face of the wedge joint. The Contractor shall submit a plan, to ensure material at the wedge edge is properly seated and loose material is removed, for the Resident Engineer's approval prior to the commencement of paving operations.

Care shall be taken to prevent lateral displacement of the unconfined edge during the compaction operation. The edge of the drums of vibratory or static wheel rollers shall extend over the free edge of the mat by at least six (6) inches. When compacting the joint, while paving the adjacent lane, the roller shall be placed on the newly placed HMA and overlap the joint by a distance of approximately six (6) inches.

Alternate trips of the roller shall be terminated in stops approximately two (2) feet from the preceding stop. When paving in echelon, rollers compacting the mat behind the lead paver shall maintain approximately six (6) inches of uncompacted material adjacent to the second paver. After mix from the second paver is placed against the uncompacted edge of the mat from the first paver, the rollers shall compact the HMA on both sides of the joint.

401.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED:

The Department will make a payment adjustment for HMA air void quality by the following formula:

$$\text{Pay Adjustment} = Q \times BP \times PPA$$

Where:
BP = Bid Price
Q= Air Void Lot Quantity
PPA= air void PPA as specified in 401.03.03H.

The Department will make a payment adjustment for HMA thickness quality by the following formula:

$$\text{Pay Adjustment} = Q \times BP \times PPA$$

Where:
BP = Bid Price
Q= Thickness Lot Quantity
PPA= thickness PPA as specified in 401.03.03I

The Department will make a payment adjustment for HMA ride quality, as specified in 401.03.03J.

THE FOLLOWING IS DELETED FROM THE LIST OF PAY ITEMS:

Item	*Pay Unit*
POLYMERIZED JOINT ADHESIVE	LINEAR FOOT

All costs for POLYMERIZED JOINT ADHESIVE shall be included in the prices bid for the various Hot Mix Asphalt items.

Pay Adjustments for Air Voids, Thickness and Ride Quality will be made according to Subsections 401.03.03.H, 401.03.3.I, and 401.03.03.J, respectively.

Disposal of asphalt will be made to an N.J.D.E.P. approved recycling facility. Prior to the start of operations, the Contractor shall notify the County of the location where the asphalt will be disposed. Disposal of the asphalt will be carried out in accordance with the Standard Specifications

Hot mix asphalt material for manhole, inlet and other ramping will not be measured. No separate payment will be made for this hot mix asphalt material.

A *prime coat* will be applied to dense graded aggregate base prior to placement of hot mix asphalt pavement.

A *tack coat* will be applied to all layers of hot mix asphalt courses, prior to placement of new hot mix asphalt course. In addition, a tack coat will be applied at the edges of the new pavement between paver passes.

Separate payment will not be made for temporary hot mix asphalt pavement but the costs shall be included in the various traffic control pay items.

SECTION 504 - STRUCTURAL CONCRETE

504.02 MATERIALS

504.02.01 Materials

THE FOLLOWING IS ADDED:

Cast-In-Place Concrete shall be class B conforming to subsection 903.03.

MEMBRANE WATERPROOFING:

Membrane Waterproofing shall consist of a primer, preformed membrane sheet and mastic as follows:

(1) Primer as recommended by the manufacturer of the sheet membrane.

(2) Sheet Membrane shall be preformed and be the following commercial product or an approved equal:

W.R. Grace System
Bituthene 5000, Bituthene Primer, and Bituthene Mastic as manufactured by W.R. Grace Co.
62 Whittemore Avenue
Cambridge, MA 02140
Telephone: (617) 976-1400

Royston System
Royston Membrane No. 10A and Royston Bridge Membrane Primer 713A as manufactured by Royston Laboratories, Inc.
Pittsburgh, PA 15238
Telephone: (412) 828-1500

Royston System
Royston Bridge Membrane No. 10-AN and Royston Surf-Prep 744 Primer as manufactured by Royston Laboratories, Inc.
Pittsburgh, PA 15238
Telephone: (412) 828-1500

AC Bridge and Deckseal
as manufactured by Northern Elastomeric, Inc.
Brentwood, NH 03833
Telephone: (800) 998-4634

Mel-Dek Seal System as manufactured by W.R. Meadows
2100 Monroe Street
P.O. Box 7550
York, PA 17404
Telephone: (717) 792-0151

(3) Mastic as recommended by the manufacturer of the sheet membrane.

504.03.01 REINFORCEMENT STEEL

E. Placing and Fastening.

THE FOLLOWING IS ADDED:

Distance from the forms shall be maintained by means of metal bar chairs with plastic coated feet of the proper length.

Metal bar chairs with plastic-coated feet of the proper length shall be used to support all reinforcement steel.

Hardware for reinforcement steel in structures, epoxy coated.

Bar supports and screed supports shall be epoxy coated. Tie wires shall be plastic coated or epoxy coated.

504.03.02 Constructing Concrete

B. Forms.

THE FOLLOWING IS ADDED:

All formwork joints shall be tight and aligned so as to produce smooth even exposed concrete surfaces without ridges, offsets or irregularities.

All steel forms used for forming exposed surfaces of structures shall be lined with finished lumber (i.e., coated plywood or approved equal) to provide smooth even concrete surfaces. If and where the condition of the proposed steel forms is like new (i.e., without dents, warps, holes, etc.) and will provide smooth even exposed concrete surfaces, the contractor may request in writing that the engineer waive the requirement to line steel forms with finished lumber.

C. Limitations of Placing.

THE FOLLOWING IS ADDED:

The contractor's attention is called to this subsection. This project will be constructed during winter months therefore Section 1. "Cold Weather Concreting" shall be strictly enforced. The contractor will be expected to adhere to all requirements of this section. No extra work claims will be entertained for any work described in this section.

G. Removal of Forms and Falsework.

THE FOLLOWING IS ADDED:

Do not remove forms and false work until the concrete obtains a compressive strength of 4000 psi.

504.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED:

No separate or extra payment shall be made for cold weather concreting, but cost shall be included in concrete items.

THE FOLLOWING ITEM IS ADDED:

Item	*Pay Unit*
WATERPROOFING MEMBRANE	SQUARE FOOT

SECTION 505 - PRE-CAST AND PRE-STRESSED STRUCTURAL CONCRETE

505.01 DESCRIPTION

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

The work to be performed under this Contract includes installation of pre-cast reinforced concrete arch, wingwalls and spandrel walls. It shall also consist of the construction of 1/2" depressed panels as shown on the plans, as well as the admixture color added to the concrete.

505.02 MATERIALS

505.02.01 Materials

THE FOLLOWING IS ADDED:

Chromix Admixtures, Color: Landmarks Gray #2543, Manufactured by Scofield, or approved equal

505.04 MEASUREMENT AND PAYMENT

THE FOLLOWING ITEM IS ADDED:

Item	*Pay Unit*
PRE-CAST REINFORCED CONCRETE WINGWALLS	LUMP SUM
PRE-CAST REINFORCED CONCRETE ARCH	LUMP SUM

THE FOLLOWING IS ADDED:

No separate or extra payment shall be made for the precast spandrel walls and color admixture, but cost shall be included in the precast concrete items.

SECTION 507 - CONCRETE BRIDGE DECK AND APPROACHES

507.01 DESCRIPTION

THE FOLLOWING IS ADDED:

This work shall also consist of the construction of 1/2" depressed panels for the concrete parapets as shown on the plans, as well as the admixture color added to the concrete.

507.02 MATERIALS

507.02.01 Materials

THE FOLLOWING IS ADDED:

Chromix Admixtures, Color: Landmarks Gray #2543, Manufactured by Scofield, or approved equal

507.03 CONSTRUCTION

507.03.03 Date Panel

THE ENTIRE SUBSECTION IS CHANGED AS FOLLOWS:

The date panel is to be cast in one piece of statuary bronze. Background shall be in dark oxidized hard matted surface having a stippled appearance; borders and tops of letters to have a smooth, burnished finish. Concealed anchorage shall be 4-1/2" diameter threaded expansion type anchor bolts, non-corroding type.

Prior to constructing the date panel, submit a full-size drawing of the date panel showing the size and arrangement of letters for the approval of the County. Block letters shall be used. Date panel having dimensions shown on the drawing shall be set in concrete at determined by the County.

507.03.05 Concrete Parapet and Barrier Curb

THE SECOND PARAGRAPH IS CHANGED TO:

Cure using curing compound as specified 504.03.02.F. If drilling is required for subsequent construction, allow the concrete to cure for a minimum of 14 days before drilling.

507.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED:

No separate or extra payment shall be made for color admixture, but cost shall be included in concrete items.

DIVISION 550 - STRUCTURE REHABILITATION

THE FOLLOWING SECTION IS ADDED:

SECTION 555 - STONE REVETMENT WALL REHABILITATION

555.01 DESCRIPTION

All work under this section shall be carried to the limits as directed by the RE.

This work shall consist of the removal of loose and broken mortar joints, replacement of any missing stone and repointing with mortar.

555.02 MATERIALS

Provide materials as specified:

Cement.....903.01
Curing Materials.....903.10
Water.....919.08

555.03 CONSTRUCTION

Removal and replacement of masonry stones shall be done in areas outlined by the Resident Engineer. Care shall be taken not to disturb adjacent areas of stone masonry. When possible, existing masonry stone shall be used in the repair area. Replacement of the masonry stone shall match, as closely as possible, the existing stone in color and composition. Repointing with mortar shall match, as closely as possible, the existing mortar in color and composition.

555.04 MEASUREMENT AND PAYMENT

The Department will measure and make payment for items as follows:

Item	*Pay Unit*
REBUILD EXISTING STONE WALL	LINEAR FOOT

No payment will be made for the disposal of debris or for temporary shielding of the waterway. All associated costs shall be included in the item "Rebuild Existing Stone Wall".

SECTION 601 - PIPE

601.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED:

Separate payment will not be made for pipe trench backfill material and course aggregate pipe bedding but the cost shall be included in the various pipe pay items of the bid.

SECTION 602 - DRAINAGE STRUCTURES

602.03.03 Setting Castings, Resetting Castings, and Reconstructing Inlets and Manholes

THE FOLLOWING IS ADDED:

Existing inlet and manhole castings which are no long required shall become the property of Union County.

602.03.07 Curb Pieces

THE FOLLOWING IS ADDED:

Existing curb pieces which are no long required shall become the property of Union County.

SECTION 603 - SLOPE AND CHANNEL PROTECTION

603.01 DESCRIPTION

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

The work to be performed under this Contract includes installation of the articulated concrete block and resetting the existing cobblestones on top of the articulated concrete block at the channel bottom within the limits indicated on the plans. If the existing cobblestone channel bottom is not determined to be acceptable for reinstallation, new cobblestone of the same size, material and color shall be installed.

603.04 MEASUREMENT AND PAYMENT

THE FOLLOWING ITEM IS ADDED:

Item	*Pay Unit*
RESET COBBLESTONE LINED CHANNEL BOTTOM	SQUARE YARD
ARTICULATED CONCRETE BLOCK	SQUARE YARD

THE FOLLOWING IS ADDED:

No separate payment will be made for any new cobblestone, but shall be included in the price bid for "Reset Cobblestone Lined Channel Bottom".

SECTION 606 - SIDEWALKS, DRIVEWAYS, AND ISLANDS

606.03.02 Concrete Sidewalks, Driveways, and Islands.

THE FOLLOWING IS ADDED:

The various items for Concrete Sidewalk, consists of the removal and disposal of any existing concrete, brick or hot mix asphalt walks; excavation to the proper depth all around; setting forms as required; placing a 4" stone subbase as required; and pouring and finishing of concrete sidewalk and ramp as required at each location. After the stripping of forms, each site shall be cleaned and restored to match all adjacent conditions, including topsoil and seeding as required. The unit price given by the bidder shall include all work and restoration described hereto, for this item.

Disposal of concrete and asphalt will be made to an NJDEP approved recycling facility. The Contractor shall notify the Recycle Facility to provide the County with appropriate credit for recycling. Any brick pavers removed from the project shall be delivered to the respective Municipal Department of Public Works whence the material originated from.

New sidewalk shall meet existing sidewalk, at an existing or newly formed joint. The Contractor shall include the cost of all expansion joint materials in the unit prices.

Concrete for Concrete Sidewalks shall match existing concrete color and texture, Class B, 4500 psi, 6% air-entrained, unless otherwise specified. Tinting and exposed aggregate may be used as required. A sample of the concrete shall be submitted for review and approval by the Engineer and Owner.

Concrete sidewalks shall be constructed in 4 ft. x 4 ft. squares using approved separators. An expansion joint shall be placed at 12-foot intervals. A 4-inch layer of ***¾-inch clean stone subbase*** shall be placed immediately below the new concrete sidewalk. This 4-inch subbase shall be constructed in accordance with Section 301, except that payment will not be made this layer. The preparation and compaction of the subbase shall be made part of the unit price bid for the Concrete Sidewalk item.

E. Expansion Joints

THIS SUB-SECTION PART E IS CHANGED AS FOLLOWS:

Expansion joints shall be ½-inch wide, placed at intervals of approximately ***12 feet***, and shall be filled with preformed joint filler.

H. Protection and Curing

THE LAST SENTENCE IS CHANGED TO:

Ensure vehicles and other loads are not placed on sidewalks, islands, and driveways until the concrete has attained compressive strength of 3000 pounds per square inch, as determined from two (2) concrete cylinders field cured according to AASHTO T 23.

606.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED:

The Contractor shall include the cost of all sidewalk, driveway, apron and brick removal, excavation, material disposal, expansion joint material, reinforcement material (where necessary & directed by the Engineer), curing material, adjacent site restoration, and all other material necessary for the construction of driveway aprons and various types of sidewalk, in the cost of the various items which they are a part thereof. The unit price bid for these items shall include all work described heretofore for these items.

SECTION 607 - CURBS

607.01 Description.

THE FOLLOWING IS ADDED:

These items shall consist of the removal and disposal of various types of curb, including: concrete, Belgian block, combination curb & gutter; and or hot mix asphalt concrete curb; excavation to the proper depth; setting forms as required; placing 6" stone base as required; and pouring and finishing of concrete curb and granite as required at each location, all in the process of constructing new curb. After the stripping of forms, each site will be cleaned and restored to match all adjacent conditions, including adjoining turf repair strips in accordance with Section 805.

607.03.02 Concrete Vertical Curb and Concrete Sloping Curb

C. Installing Joints

The following is added to this sub-Section:

> Expansion joints shall be provided opposite joints in abutting concrete surface course and at approximately equal distances of not more than **10** feet between joints. Joints shall be filled with preformed expansion joint filler, ½ inch thick, which shall be flush with the top and face. Between concrete curbs and concrete surface or base course, ½-inch, preformed, expansion-joint filler shall be installed and the joint shall be sealed with hot-poured joint sealer.

All materials and equipment necessary to complete the type of curb installation described in Section 607.03.02, where necessary, will also be included in the overall payment for this Item.

D. Placing Concrete.

THE ENTIRE TEXT IS CHANGED TO:

> Place concrete for vertical curb and sloping curb as specified in 607.03.01.D, except that consolidation may be achieved by hand spading or internal mechanical vibrators.

607.03.04 Concrete Vertical Curb and Concrete Sloping Curb, Dowelled

D. Placing Concrete.

THE ENTIRE TEXT IS CHANGED TO:

> Place concrete for vertical and sloping curb as specified in 607.03.02.D.

607.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED:

The Contractor shall include the cost of all curb removal, concrete gutter removal, excavation, material disposal, expansion joint material, curing material, adjacent site restoration and dowels (where required) in the cost of the curbs. All curbs shall be depressed at ADA curb ramps, in accordance with the respective construction details, included in these specifications. All materials, labor & equipment

necessary to complete this work shall be included in the unit price bid for the curb item. The unit price bid for this item shall include all work described heretofore.

SECTION 651 - WATER

651.04 MEASUREMENT AND PAYMENT

THIS SUB-SECTION IS CHANGED AS FOLLOW:

The item *Reset Water Valve Box* shall not be measured, and no separate payment will be made. All costs shall be included in the various items of the proposal.

SECTION 653 - GAS

653.04 MEASUREMENT AND PAYMENT

THIS SUB-SECTION IS CHANGED AS FOLLOWS:

The item *Reset Gas Valve Box* shall not be measured, and no separate payment will be made. All costs shall be included in the various items of the proposal

SECTION 901 - AGGREGATES

901.10.03 Virgin and RAP Mixture

3. Density Control

THE FOLLOWING IS **ADDED**:

When AASHTO T 310 (Direct Transmission Method, nuclear gauge method for measuring density and moisture content) is used to perform Compaction Acceptance Testing (Subsection 302.03.01), **a representative sample of five tests for each 5,000 square yards lot will be taken.**

902.02.02 Composition of Mixtures

TABLE 902.02.02-2 IS CHANGED TO:

Table 902.02.02-2 Additional Fine Aggregate Requirements for HMA

Tests	Test Method	Minimum Percent
Uncompacted Void Content of Fine Aggregate	AASHTO T 304, Method A	45
Sand Equivalent	AASHTO T 176	45

902.02.04 Sampling and Testing

B. Sampling.

THIS ENTIRE PART IS CHANGED TO:

The ME will take a random sample from each 700 tons of production for volumetric acceptance testing and to verify composition. The ME will perform sampling according to AASHTO T 168, NJDOT B-2, or ASTM D 3665.

902.03.02 Mix Design

THE FOLLOWING IS ADDED TO THIS SUB-SECTION:

UNLESS OTHERWISE APPROVED BY THE ENGINEER, ONLY ONE SOURCE OF SUPPLY FOR HOT MIX ASPHALT MATERIAL MAY BE USED ON THE PROJECT.

THE FOURTH PARAGRAPH IS CHANGED TO:

The ME will test two (2) specimens to verify the final JMF produces a mixture that has a minimum void content as specified in Table 902.03.03-1. The ME will determine percent air voids according to AASHTO T 209, and either NJDOT B-6 or AASHTO T 331.

902.03.03 Sampling and Testing

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

Ensure the mix meets the requirements as specified in 902.02.04.A, otherwise the RE or ME will reject the material.

THE SECOND PARAGRAPH IS CHANGED TO:

During production, the ME will take one random acceptance sample from each 700 tons of production to verify composition. Conduct air voids and drain down tests as directed by the ME.

THE FOURTH PARAGRAPH IS CHANGED TO:

The ME will perform sampling according to NJDOT B-2 or ASTM D 3665, and will perform testing for composition according to AASHTO T 308 or NJDOT B-5. Perform testing for air voids according to AASHTO T 209 and either NJDOT B-6 or AASHTO T 331. Perform testing for drain down according to NJDOT B-7 or NJDOT B-8.

902.04.03 Sampling and Testing

THE FIRST PARAGRAPH IS CHANGED TO:

Ensure the mix meets the requirements as specified in 902.02.04.A, otherwise the RE or ME will reject the material. Maintain the temperature of the mix between 300 °F and 330 °F. Perform and meet requirements for quality control testing as specified in 902.02.04.C.

THE SECOND PARAGRAPH IS CHANGED TO:

During production, the ME will take one random acceptance sample from each 700 tons of production to verify composition. Conduct drain down tests as directed by the ME.

902.05.01 Composition of Mixture

THE FIFTH PARAGRAPH IS CHANGED TO:

For fine aggregate, use stone sand conforming to 901.05.02. Ensure the combined fine aggregate in the mixture conforms to the requirements in Table 902.02.02-2.

902.05.02 Mix Design

THE FIRST PARAGRAPH IS CHANGED TO:

Design the SMA to meet the requirements in Table 902.05.02-1 and Table 902.05.02-2. Prepare the JMF according to AASHTO R 46. Determine the JMF at four (4) percent air voids and 75 gyrations of the Superpave gyratory compactor.

TABLE 902.05.02-2 IS CHANGED TO:

Table 902.05.02-2 SMA Mixtures Volumetric For Design and Plant Production

Property	Production Control Tolerances	Requirement
Air Voids	±1%	4.0%
Voids in Mineral Aggregate (VMA)	–	17.0% minimum
VCA_{mix}	–	Less than VCA_{dry}
Drain down @ production temperature	–	0.30% maximum
Asphalt Binder Content (NJDOT B-5)	±0.15%	6% minimum
Asphalt Binder Content (AASHTO T 308)	±0.40%	6% minimum
Tensile Strength Ratio (AASHTO T 283)	–	80% minimum

902.05.03 Sampling and Testing

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

Ensure the mix meets the requirements as specified in 902.02.04.A, otherwise the RE or ME will reject the material.

THE SECOND PARAGRAPH IS CHANGED TO:

During production at the plant, the ME will take a sample from each 700 tons of production to verify composition and air voids. Conduct drain down, VCAmix, VCAdry, and VMA testing as directed by the ME. Perform tests according to AASHTO R 46.

THE FOURTH PARAGRAPH IS CHANGED TO:

The ME will perform sampling according to NJDOT B-2 or ASTM D 3665, and will perform testing for composition according to AASHTO T 308, or NJDOT B-5. The ME will determine bulk specific gravity of the compacted sample according to AASHTO T 166 or AASHTO T 331. The ME will use the most current QC maximum specific gravity test result, obtained according to AASHTO T 209, in calculating the volumetric properties of the SMA. Perform testing for drain down according to AASHTO T 305.

902.06.03 Sampling and Testing

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

Ensure the mix meets the requirements as specified in 902.02.04.A, except that the temperature of the mix at discharge is required to be between 230 °F and 275 °F, otherwise the RE or ME will reject the material.

THE SECOND PARAGRAPH IS CHANGED TO:

During production, the ME will take one random acceptance sample from each 700 tons of production to verify composition. Conduct drain down tests as directed by the ME.

SECTION 903 - CONCRETE

903.02.04 Viscosity Modifying Admixture

THE FIRST SENTENCE IS CHANGED TO:

Use a viscosity-modifying admixture that is listed on the QPL and that, when evaluated according to the test methods and mix design proportions in AASHTO M 194, conforms to the following physical requirements:

903.03.05 Control and Acceptance Testing Requirements

E. Acceptance Testing for Strength for Pay-Adjustment Items.
Concrete Items which are subject to pay adjustment and the base prices are as follows:

ITEMS	DESCRIPTION	UNIT	BASE PRICE
507021P	CONCRETE BRIDGE DECK	CY	$500.00
507036P	CONCRETE BRIDGE PARAPET WITH FORMLINER	LF	$305.00
505039P	PRESTRESSED CONCRETE SLAB BEAM, (TYPE SII-36), 36" X 15"	LF	$125.00
505042P	PRESTRESSED CONCRETE SLAB BEAM, (TYPE SIII-36), 36" X 18"	LF	$130.00
505015P	PRESTRESSED CONCRETE BOX BEAM, (TYPE BI-36), 36" X 27"	LF	$170.00
505045P	PRESTRESSED CONCRETE SLAB BEAM, (TYPE SIV-36), 36" X 21"	LF	$160.00
505018P	PRESTRESSED CONCRETE BOX BEAM, (TYPE BII-36), 36" X 33"	LF	$170.00
505021P	PRESTRESSED CONCRETE BOX BEAM, (TYPE BIII-36), 36" X 39"	LF	$175.00
505024P	PRESTRESSED CONCRETE BOX BEAM, (TYPE BIV-36), 36" X 42"	LF	$185.00
505003P	PRETENSIONED PRESTRESSED CONCRETE BEAM, 45"	LF	$155.00
505006P	PRETENSIONED PRESTRESSED CONCRETE BEAM, 54"	LF	$155.00
505048P	PRESTRESSED CONCRETE SLAB BEAM, (TYPE SII-48), 48" X 15"	LF	$160.00
505051P	PRESTRESSED CONCRETE SLAB BEAM, (TYPE SIII-48), 48" X 18"	LF	$135.00
505009P	PRETENSIONED PRESTRESSED CONCRETE BEAM, 63"	LF	$185.00
505027P	PRESTRESSED CONCRETE BOX BEAM, (TYPE BI-48), 48" X 27"	LF	$215.00
505054P	PRESTRESSED CONCRETE SLAB BEAM, (TYPE SIV-48), 48" X 21"	LF	$215.00
505030P	PRESTRESSED CONCRETE BOX BEAM, (TYPE BII-48), 48" X 33"	LF	$185.00
505033P	PRESTRESSED CONCRETE BOX BEAM, (TYPE BIII-48), 48" X 39"	LF	$220.00
505036P	PRESTRESSED CONCRETE BOX BEAM, (TYPE BIV-48), 48" X 42"	LF	$230.00
505012P	PRETENSIONED PRESTRESSED CONCRETE BEAM, 72"	LF	$200.00
502045M	CAST-IN-PLACE CONCRETE PILE, DRIVEN, 12" DIAMETER	LF	$50.00
502090M	PRECAST CONCRETE PILE, DRIVEN, 12" X 12"	LF	$90.00
502132M	PRESTRESSED CONCRETE PILE, DRIVEN, 12" X 12"	LF	$50.00
502135M	PRESTRESSED CONCRETE PILE, DRIVEN, 14" X 14"	LF	$50.00
502138M	PRESTRESSED CONCRETE PILE, DRIVEN, 16" X 16"	LF	$50.00
502141M	PRESTRESSED CONCRETE PILE, DRIVEN, 18" X 18"	LF	$50.00
502144M	PRESTRESSED CONCRETE PILE, DRIVEN, 20" X 20"	LF	$75.00
502147M	PRESTRESSED CONCRETE PILE, DRIVEN, 22" X 22"	LF	$75.00
502150M	PRESTRESSED CONCRETE PILE, DRIVEN, 24" X 24"	LF	$75.00
502151M	PRESTRESSED CONCRETE PILE, DRIVEN, 30" X 30"	LF	$75.00
502156M	PRESTRESSED CONCRETE PILE, DRIVEN, 54" DIAMETER	LF	$200.00

4. Compute Percent Pay Adjustment (PPA).
THE FIFTH PARAGRAPH IS CHANGED TO:

If the Department elects not to core, the Contractor may accept the PPA calculated by Equation 1 or 2, as appropriate, or, when approved by the Department, the Contractor may take cores as specified in Table 903.03.06-4. Take the cores within 90 days from the date of concrete placement. The Department will not award a positive pay adjustment based on core samples taken more than 90 days from the date of concrete placement. If electing to core, perform the coring as directed by the ME, and provide the cores to the ME for testing.

F. Acceptance Testing for Strength for Non-Pay-Adjustment Items.

THE FIFTH PARAGRAPH IS CHANGED TO:

If cores are taken, the Department will use the core results to determine the final disposition of the lot. If, based on the core results, the lot is determined to be at a quality level of PD < 75, the Department will compute the pay-adjustment as specified in 903.03.05.E. The Department will not award positive pay adjustment for non-pay-adjustment Items. If the lot is confirmed to be at a quality level of PD ≥ 75, the ME will reject the lot and the RE may do one of the following:

1. Require the Contractor to remove and replace the defective lot
2. Allow the Contractor to leave the defective lot in place and receive a PPA computed by Equation 2.
3. Allow the Contractor to submit a plan, for approval, for corrective action.

903.03.06 Tables

Table 903.03.06-2 Requirements for Structural Concrete Items

THE SEVENTH LINE UNDER CAST-IN-PLACE ITEMS IS CHANGED TO:

Table 903.03.06-2 Requirements for Structural Concrete Items

	Concrete Class	Slump[1] (inches)	Percent Air Entrainment for Coarse Aggregate[1]	
			No. 57 & No. 67	No. 8
Decks, Sidewalks, Curbs, Parapets, Concrete Patch	A	3 ± 1	6.0 ± 1.5	7.0 ± 1.5

903.05.04 Control and Acceptance Testing Requirements

THE SUPERSCRIPT REFERENCE NO. 4 UNDER TABLE 903.05.04-1 IS CHANGED TO:

4. For chloride permeability testing, the ME will mold four (4) additional cylinders, taking two (2) cylinders each from two (2) randomly selected delivery trucks for testing at 56-days.

THE FOURTH PARAGRAPH IS CHANGED TO:

If, upon testing at 56 days, 1 or more individual test results exceed 2000 coulombs, the RE may:

1. Require the Contractor remove and replace the defective lot, or
2. Allow the Contractor to submit a corrective action plan for approval.

903.06.02 SCC For Pre-cast Concrete

THE ENTIRE PART B. IS CHANGED TO:

B. Mix Design and Verification. Design the mix, as specified in 903.03.02 or 903.05.02, to conform to the strength, water-cement ratio, and air content requirements for the specified class of concrete for the item that is being cast. In addition, ensure that the SCC conforms to the requirements specified in Table 903.06.02-1.

Table 903.06.02-1 Requirements for SCC for Precast Concrete

Property	Test Method	Requirement
Slump Flow	NJDOT C-4	16 to 24 inches
Visual Stability Index		
Plastic Concrete	NJDOT C-4	1 maximum
Hardened Concrete	NJDOT C-5	1 maximum

Perform mix design verification as specified in 903.03.02 or 903.05.02. For the verification batch, ensure that the air content is in the top half of the allowable range and the slump flow is between 22 and 24 inches. Perform air content, slump flow, and visual stability index (plastic concrete) testing on the verification batch. Make concrete cylinders for compression testing as specified in 903.03.02 or 903.05.02 and make 2 additional 4 × 8 inch cylinders for visual stability index on the hardened concrete. Saw the additional cylinders length-wise according to NJDOT C-5. The ME will perform the compressive strength testing and the visual evaluation to assign a visual stability index in order to approve the mix.

SECTION 904 - PRE-CAST AND PRE-STRESSED CONCRETE

904.01.01 Component Materials

THE FOLLOWING SENTENCE IS ADDED AT THE END:

For Precast Concrete, the minimum cement content specified in Table 903.03.06-3 is not required for Class A or Class B concrete.

904.01.02 Fabrication

THE ENTIRE SUBPART IS CHANGED TO:

Fabricate precast concrete at a plant as specified in 1011.01 and listed on the QPL.

1. **Placing Reinforcement Steel.** Before placing the concrete, place reinforcement steel in position as shown on the approved working drawings and as specified in 504.03.01. Firmly tie the reinforcement to prevent displacement during placing of the concrete.
2. **Placing Concrete.** Place concrete as specified in 504.03.02.B, 504.03.02.C, 504.03.02.D, and 504.03.02.E. Before placing concrete, ensure that reinforcement steel and any other embedded materials are free of loose rust, frost, dirt, oil, or contaminants that may prevent a bond with the concrete. Consolidate concrete with internal vibrators. The fabricator may use external vibration to supplement internal vibration. If using SCC, minimize or eliminate the use of vibrators to prevent segregation.

904.01.06 Quality Control and Acceptance Requirements

THE FOLLOWING IS ADDED AFTER THE SECOND PARAGRAPH:

Follow the Department approved Buy America Compliance Plan. Provide documentation of compliance when requested by the ME.

904.02.01 Component Materials

THE FOLLOWING SENTENCE IS ADDED AT THE END:

For Pre-cast Concrete, the minimum cement content specified in Table 903.03.06-3 is not required for Class A or Class B concrete.

904.02.02 Fabrication

THE FIRST SENTENCE IN THE FIRST PARAGRAPH IS CHANGED TO:

8. Place concrete as specified in 504.03.02.C, 504.03.02.D, and 504.03.02.E.

THE SECOND SENTENCES IN THE FIRST PARAGRAPH IS CHANGED TO:

Fabricate pre-cast concrete at a plant as specified in 1011.01 and listed on the QPL.

904.02.06 Quality Control and Acceptance Requirements

THE FOLLOWING IS ADDED AFTER THE SECOND PARAGRAPH:

Follow the Department approved Buy America Compliance Plan. Provide documentation of compliance when requested by the ME.

STEP 2 IN THE THIRD PARAGRAPH IS CHANGED TO:

2. Dimensions not conforming to the tolerances specified in Table 904.02.02-1.

904.03.01 Component Materials

THE FOLLOWING IS ADDED AT THE END:

For Pre-cast Concrete, the minimum cement content specified in Table 903.03.06-3 is not required for Class A or Class B concrete.

904.03.02 Fabrication

THE FIRST SENTENCE IN THE FIRST PARAGRAPH IS CHANGED TO:

Fabricate pre-cast concrete at a plant as specified in 1011.01 and listed on the QPL.

2. Placing Concrete.

THE FIRST SENTENCE IN THE FIRST PARAGRAPH IS CHANGED TO:

Place concrete as specified in 504.03.02.B, 504.03.02.C, 504.03.02.D, and 504.03.02.E.

904.03.06 Quality Control and Acceptance Requirements

THE FOLLOWING IS ADDED AFTER THE SECOND PARAGRAPH:

Follow the Department approved Buy America Compliance Plan. Provide documentation of compliance when requested by the ME.

THE FOLLOWING IS ADDED AFTER THE LAST PARAGRAPH:

If the ME does not inspect the precast concrete item, submit certifications of compliance as specified in 106.07.

904.04.02 Fabrication

THE FIRST SENTENCE IN THE FIRST PARAGRAPH IS CHANGED TO:

Fabricate pre-stressed concrete at a plant as specified in 1011.02 and listed on the QPL.

3. Placing Concrete.

THE SECOND SENTENCE IN THE FIRST PARAGRAPH IS CHANGED TO:

Place concrete as specified in 504.03.02.B, 504.03.02.C, 504.03.02.D, and 504.03.02.E.

904.04.06 Quality Control, Quality Assurance, and Acceptance Requirements

THE FOLLOWING IS ADDED AFTER THE SECOND PARAGRAPH:

Follow the Department approved Buy America Compliance Plan. Provide documentation of compliance when requested by the ME.

THE FOLLOWING IS ADDED AFTER THE LAST PARAGRAPH:

If the ME does not inspect the precast concrete item, submit certifications of compliance as specified in 106.07.

SECTION 905 - REINFORCEMENT METALS

905.01 REINFORCEMENT STEEL

THE ENTIRE SUBPART IS CHANGED TO:

Provide reinforcement steel manufactured at an AASHTO NTPEP (National Transportation Product Evaluation Program) certified mill. For a list of NTPEP certified mills, see the following webpage: http://data.ntpep.org/Module/REBAR/Overview.aspx.

For reinforcement steel, submit a certification of compliance as specified in 106.07. Attach copies of the mill certifications for each heat of reinforcement steel. The ME will randomly sample and test heats of reinforcement steel for quality assurance. The ME will randomly inspect and sample galvanized and epoxy coated reinforcement steel for quality assurance.

905.01.03 Welded Wire Reinforcement

THE SECOND PARAGRAPH IS CHANGED TO:

When approved as an alternate to galvanized reinforcement bars, use galvanized welded wire reinforcement that meets the requirements of ASTM A 641, Table 1, Class 1.

905.01.05 Dowels

THE ENTIRE SUBPART IS CHANGED TO:

Use plain reinforcement bars according to ASTM A 615, Grade 60. Galvanize according to ASTM A 123.

905.03.03 Dowel Bars

THE FIRST PARAGRAPH IS CHANGED TO:

For dowel bars in transverse joints, use epoxy-coated, Grade 60, plain reinforcement steel according to ASTM A 615. If shown on the Plans, use dowel bars fitted with end caps. Ensure the end caps are non-metallic and designed to prevent the entrance of grout or mortar into the expansion void.

SECTION 1009 - HMA PLANT EQUIPMENT

1009.01 HMA PLANT

A. Requirements for HMA Mixing Plants.

THE FOLLOWING IS ADDED AFTER THE SECOND PARAGRAPH:

The HMA producer is required to have a quality control (QC) program plan approved annually by the ME as per Materials Approval Procedure MAP-102. The HMA producer is required to ensure that the QC plan conforms to the requirements outlined in the report entitled "Hot Mix Asphalt Quality Control Program Plan" prepared by the Department of Transportation and New Jersey Asphalt Paving Association. Failure to follow these requirements will result in rejection of HMA materials supplied by the HMA producer and removal of the HMA supplier from the QPL.

END TECHNICAL SPECIFICATIONS

COUNTY OF UNION

DEPARTMENT OF ENGINEERING, PUBLIC WORKS & FACILITIES MANAGEMENT
Joseph A. Graziano Sr., Director

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Clerk of the Board

THOMAS O. MINEO, P.E.
County Engineer,
Director, Division of Engineering

MEMO TO: All Potential Bidders

FROM: Thomas O. Mineo, P.E.
County Engineer

DATE: July 2, 2020

RE: **CLARIFICATION NUMBER 1**
BA# 18-2020
Replacement of Stelle Avenue Bridge (Pl-1)
City of Plainfield, New Jersey
Union County Project # 2016-025

Potential bidders please note:

1. Are any as-built drawings of the existing structure available? Without them, it is not possible to ascertain the extent of the structure below grade or to gauge to limits of excavation necessary to construct the project.

   The following existing as-built bridge plans have been provided as part of this clarification:
   A) Page 1 of 2 – Existing Bridge Construction Plan
   B) Page 2 of 2 – Existing Bridge Foundation Plan

2. Regarding boring Logs on drawing page 2 of 20; paragraph no. 6, it said that boring logs are included in the contract specifications. However, there are no boring logs included in the contract specifications.

   Boring logs are located in Appendix B of the contract specifications. See attached Appendix B.

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County Engineer,
Director, Division of Engineering

3. Also, the bid line item no. 44: temporary cofferdam, there is no specification or the design shows anywhere on the drawing either. Please can you provide the information, design as well as location on the plans for the temporary cofferdam as soon possible.

   The temporary cofferdam is a means and methods by the contractor. Please see section 501 of the 2007 NJDOT Standard Specifications for Road and Bridge Construction and as supplemented by the contract technical specifications.

4. Please provide details and limits of bridge sidewalk.

   Bridge sidewalk shall be provided at the start of the bridge to the end of the bridge and as shown on the General Plan and Elevation, Sheet 15 of 20. The bridge sidewalk shall be 12" at the gutterline and 14.75" at the parapet, with no reinforcement.

5. The "Roadway Elevation of Rail" detail on Contract Drawing 19 of 20 indicates that an open joint should be present between the end pylons and the main body of the parapet. The detail locates this as being at the "Face of Abutment Backwall". The General Plan and Elevation on Contract Drawing 15 of 20 depicts these pylons at the ends of the wingwalls, away from the abutments entirely (where no backwall is present on the project). The "...Rail" detail further shows what it refers to as "Span Pilasters" at which it is, per the detail, without any Span Pilasters, directly above the abutment faces. Please confirm the location and types of joints in the parapets.

   Provide open joints in parapets between the wingwall/precast arch interface as shown on the General Plan and Elevation, Sheet 15 of 20.

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County Engineer,
Director, Division of Engineering

6. The Distribution of Quantities on Contract Drawing 2 of 20 indicates a plan quantity of 2 Units for Item 51 - Date Panel. The "Roadway Elevation of Rail" detail on Contract Drawing 19 of 20 states that the Date Panel is to be located in the south face of the northwest pylon only. This would indicate that only one panel is required. Please confirm the proposed locations of the date panels.

   Two (2) date panels are to be provided, one located as indicated on the plans and the other if and where directed.

7. The various parapet sections on Contract Drawing 20 of 20 depict a U-shaped piece of re-bar, marked P1, with threaded connections at both ends, with both ends screwed into different portions of the same surface. It is physically impossible to make this type of attachment at both ends. This bar needs to be split into two L-shaped bars that are tied together. Otherwise, it simply can't be built.

   It is acceptable to provide two (2) L-shaped bars tied together in lieu of one (1) U-shaped bar.

8. The Construction Notes on Contract Drawing 20 of 20 indicate splice lengths in the re-bar of 3'-0" for #5 epoxy bars and 4'-4" for #7 epoxy bars. The Bar List on Contract Drawing indicates that bar mark F1, listed as 64'-0" long, should be a #6 bar. Since a 64' long bar is essentially unshippable and nearly impossible for workers to handle, it is apparent that tis bar will need to be split in two and spliced. Please advise the proper splice length for this size bar.

   Please provide a splice length of 3'-8" for a #6 bar.

9. What are the permit requirements for this project?

   See attached Appendix A.

APPENDIX A

PERMITS

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF LAND USE REGULATION
Mail Code 501-02A, P.O. Box 420, Trenton, New Jersey 08625-0420
Telephone: (609) 777-0454 or Fax: (609) 777-3656
www.nj.gov/dep/landuse

PERMIT

In accordance with the laws and regulations of the State of New Jersey, the Department of Environmental Protection hereby grants this permit to perform the activities described below. This permit is revocable with due cause and is subject to the limitations, terms and conditions listed below and on the attached pages. For the purpose of this document, "permit" means "approval, certification, registration, authorization, waiver, etc." Violation of any term, condition or limitation of this permit is a violation of the implementing rules and may subject the permittee to enforcement action.

Approval Date: OCT 15 2019

Expiration Date: OCT 14 2024

Permit Numbers:	Type of Approvals:	Enabling Statutes:
2012-18-0001.1 FWW180001	Freshwater Wetlands General Permit No. 10A Water Quality Certificate	N.J.S.A. 13:9B-1 et seq N.J.S.A. 58:10A-1 et seq.

Permittee:

Union County
Thomas Mineo, Division of Engineering
2325 South Avenue
Scotch Plains, New Jersey 07076

Site Location:

Block & Lot: N/A
Location: Right-of-Way of Stelle Avenue
Municipality: Plainfield City
County: Union

Description of Authorized Activities:

This permit authorizes the temporary disturbance of 0.0727 acres of State open waters for the replacement of the existing Stelle Avenue Bridge structure under a Freshwater Wetlands General Permit No. 10A as shown on the plans referenced on the last page of this permit. This authorization to conduct activities in freshwater wetlands includes the issuance of a Water Quality Certificate.

The Division of Land Use Regulation has reviewed the referenced application for a General Permit authorization pursuant to the requirements of the Freshwater Wetlands Protection Act Rules at N.J.A.C. 7:7A-7. The activities allowed by this authorization shall comply with applicable conditions noted at N.J.A.C. 7:7-5.7, 7.10 and 20.2. Failure to comply with these conditions shall constitute a violation of the Freshwater Wetland Protection Act (N.J.S.A. 13:9B-1 et. seq.).

Any additional un-permitted disturbance of freshwater wetlands, State Open Waters and/or transition areas besides that shown on the approved plans shall be considered a violation of the Freshwater Wetlands Protection Act rules unless the activity is exempt or a permit is obtained from the Department prior to the start of the proposed disturbance.

Prepared by:

Cathryn Schaffer

If the permittee undertakes any regulated activity authorized under a permit, such action shall constitute the permittee's acceptance of the permit in its entirety as well as the permittee's agreement to abide by the permit and all conditions therein.

Received and/or Recorded by County Clerk:

This permit is not valid unless authorizing signature appears on the last page.

3. The permittee shall obtain all applicable Federal, State, and local approvals prior to commencement of regulated activities authorized under a permit.

4. The permittee will be responsible for the installation of a sediment barrier around all disturbed soils, which is sufficient to prevent the sedimentation of the remaining wetlands and transition area. In addition, a permittee conducting an activity involving soil disturbance, the creation of drainage structures, or changes in natural contours shall obtain any required approvals from the Soil Conservation District having jurisdiction over the site.

5. The permittee shall take all reasonable steps to prevent, minimize, or correct any adverse impact on the environment resulting from activities conducted pursuant to the permit, or from noncompliance with the permit.

6. The permittee shall immediately inform the Department by telephone at (877) 927-6337 (Warn DEP Hotline) of any noncompliance that may endanger the public health, safety, and welfare, or the environment. In addition, the permittee shall inform the Division of Land Use Regulation by telephone at (609) 777-0454 of any noncompliance within twelve hours of the time the permittee becomes aware of the noncompliance, and in writing within five working days of the time the permittee becomes aware of the noncompliance. Such notice shall not, however, serve as a defense to enforcement action if the project is found to be in violation of this chapter. The written notice shall include:
    a. A description of the noncompliance and its cause;
    b. The period of noncompliance, including exact dates and times;
    c. If the noncompliance has not been corrected, the anticipated length of time it is expected to continue; and
    d. The steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

7. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the authorized activity in order to maintain compliance with the conditions of the permit.

8. The permittee shall allow an authorized representative of the Department, upon the presentation of credentials, to:
    a. Enter upon the permittee's premises where a regulated activity is located or conducted, or where records must be kept under the conditions of the permit;
    b. Have access to and copy, at reasonable times, any records that must be kept under the conditions of the permit; and
    c. Inspect at reasonable times any facilities, equipment, practices, or operations regulated or required under the permit. Failure to allow reasonable access under this paragraph shall be considered a violation of this chapter and subject the permittee to enforcement action.

9. The permittee and its contractors and subcontractors shall comply with all conditions, site plans, and supporting documents approved by the permit. Any noncompliance with a permit constitutes a violation of this chapter and is grounds for enforcement action under, as well as, in the appropriate case, suspension and/or termination of the permit.

10. All conditions, site plans, and supporting documents approved by a permit shall remain in full force and effect so long as the regulated activity or project, or any portion thereof, is in existence, unless the permit is modified.

unless the permit authorizes activities within two or more counties, in which case the permit shall be recorded within 90 calendar days of receipt. Upon completion of all recording, a copy of the recorded permit shall be forwarded to the Division of Land Use Regulation at the address set forth at N.J.A.C. 7:7A-1.4.

APPROVED PLAN:

The drawing hereby approved is one (1) sheet prepared by Frank J. Seney Jr. of Remington, Vernick & Arange Engineers, dated June 12, 2017, last revised July 23, 2019, entitled: "SOIL EROSION & SEDIMENT CONTROL PLAN, UNION COUNTY, STELLE AVENUE BRIDGE REPLACEMENT STELLE AVENUE, CITY OF PLAINFIELD, UNION COUNTY, NEW JERSEY", Sheet No. 9 of 15.

APPEAL OF DECISION:

In accordance with N.J.A.C. 7:7A-21, any person who is aggrieved by this decision may request a hearing within 30 days of the date the decision is published in the DEP Bulletin by writing to: New Jersey Department of Environmental Protection, Office of Legal Affairs, Attention: Adjudicatory Hearing Requests, Mail Code 401-04L, P.O. Box 402, 401 East State Street, 7th Floor, Trenton, NJ 08625-0402. This request must include a completed copy of the Administrative Hearing Request Checklist found at www.nj.gov/dep/landuse/forms. Hearing requests received after 30 days of publication notice may be denied. The DEP Bulletin is available on the Department's website at www.nj.gov/dep/bulletin. In addition to your hearing request, you may file a request with the Office of Dispute Resolution to engage in alternative dispute resolution. Please see the website www.nj.gov/dep/odr for more information on this process.

If you need clarification on any section of this permit or conditions, please contact the Division of Land Use Regulation's Technical Support Call Center at (609) 777-0454.

Approved By:

Vincent J. Mazzei, Jr. P.E., Manager
Division of Land Use Regulation

10/15/19
Date

Original sent to Agent to record
c: Permittee
Construction Official

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF LAND USE REGULATION
Mail Code 501-02A, P.O. Box 420, Trenton, New Jersey 08625-0420
Telephone: (609) 777-0454 or Fax: (609) 777-3656
www.state.nj.us/dep/landuse

PERMIT

In accordance with the laws and regulations of the State of New Jersey, the Department of Environmental Protection hereby grants this permit to perform the activities described below. This permit is revocable with due cause and is subject to the limitations, terms and conditions listed below and on the attached pages. For the purpose of this document, "permit" means "approval, certification, registration, authorization, waiver, etc." Violation of any term, condition or limitation of this permit is a violation of the implementing rules and may subject the permittee to enforcement action.

Approval Date
MAY 15 2018

Expiration Date
MAY 14 2023

Permit Number(s):	Type of Approval(s):	Enabling Statute(s):
2012-18-0001.1 FHA180001	FHGP10 Reconstruct Bridge/Culvert Water >50 Acres	NJSA 58:16A et seq. NJSA 13:20-1 et seq. NJSA 58:10A et seq. NJSA 58:11A-1 et seq. NJSA 13:1D-29 et seq. NJSA 13:1D-1 et seq.

Permittee:
Union County Division of Engineering
c/o Thomas O. Mineo
2325 South Avenue
Scotch Plains, NJ 07076

Site Location:
181 Stelle Avenue
Right-of-Way Stelle Avenue over Cedar Brook
Plainfield City, Union County

Description of Authorized Activities:

This permit authorizes the removal and replacement of an existing simply support bridge structure for Stelle Avenue with a precast 3-sided structure on cast-in-place concrete footings in the floodplain and riparian zone of the Cedar Brook, as shown on the plans referenced on the last page of this permit. In addition, this permit authorizes the temporary disturbance of 436 square feet of riparian zone vegetation for access to the stream for the replacement of the bridge structure.

Note: The permittee shall obtain all appropriate freshwater wetland permits from the Division prior to the start of any activity authorized by this permit. Any disturbances to freshwater wetlands, State open waters and/or transition areas prior to obtaining freshwater wetland permits from the Division are considered a violation of the Freshwater Wetlands Protection Act Rules, N.J.A.C. 7:7A.

Prepared by:
Danielle Jones

If the permittee undertakes any regulated activity authorized under a permit, such action shall constitute the permittee's acceptance of the permit in its entirety as well as the permittee's agreement to abide by the permit and all conditions therein.

Received and/or Recorded by County Clerk:

This permit is not valid unless authorizing signature appears on the last page.

FLOOD HAZARD SPECIAL CONDITIONS:

1. Any new, reconstructed, enlarged, or elevated structure within a flood hazard area shall be secured to resist flotation, collapse, and displacement due to hydrostatic and hydrodynamic forces from floodwaters.

2. The regulated activity shall not adversely affect low-flow aquatic passage in any regulated water.

3. The regulated activity shall not expose unset or raw cement to flowing water within any channel or regulated water during construction.

4. All riparian zone vegetation that is temporarily cleared, cut, and/or removed to conduct a regulated activity, access an area where regulated activities will be conducted, or otherwise accommodate a regulated activity shall be replanted immediately after completion of the regulated activity, unless prevented by seasonal weather, in which case the vegetation shall be replanted as soon as conditions permit. The vegetation to be replanted shall:
   a. Consist of vegetation of equal or greater ecological function and value as the vegetation that was cleared, cut, or removed. For example, herbaceous vegetation may be replaced with the same type of vegetation or with trees, but the trees in forested areas must be replaced with trees of equal or greater density and ecological function and value;
   b. Consist of native, non-invasive vegetation, except in an actively disturbed area. In an actively disturbed area, the vegetation may be replaced with the same type of vegetation that was cleared, cut, or removed, or with another kind of vegetation typical of an actively disturbed area. For example, lawn grass may be replaced with garden plants or agricultural crops; and
   c. In cases where replanting would interfere with continued access to or maintenance of a structure that is required by Federal, State, or local law, the vegetation replanted shall meet the requirements to the extent feasible.

5. This Flood Hazard Area Permit does not grant permission to impact any freshwater wetlands, transition areas and open waters on-site. The permittee shall obtain appropriate freshwater wetland permits from the Division prior to the start of any regulated activities within freshwater wetlands, transition areas and open waters. Any disturbances to freshwater wetlands, State open waters and/or transition areas prior to obtaining freshwater wetland permits from the Division are considered a violation of the Freshwater Wetlands Protection Act Rules, N.J.A.C. 7:7A.

6. Cedar Branch is classified as FW2-NT watercourse with a 50-foot riparian zone. This permit authorizes 436 square feet of temporary riparian zone vegetation disturbance for access to the stream for the replacement of the bridge structure.

7. Upon completion of the project, all temporarily disturbed areas within 50 feet of the top of the stream banks shall be restored to original topography and replanted with indigenous, non-invasive vegetation in accordance with N.J.A.C. 7:13-11.2(z). The Division recommends that the re-planting plan be approved by the Historic Preservation Office, for consistency with the surrounding Historic District, prior to the start of re-planting.

8. The regulated activity shall not adversely affect low-flow aquatic passage in any regulated water.

9. The regulated activity shall not expose unset or raw cement to flowing water within any channel or regulated water during construction.

10. All sediment barriers and other soil erosion control measures shall be installed prior to commencing any clearing, grading or construction onsite, and shall be maintained in proper working condition throughout the entire duration of the project.

11. In order to protect the warm water fishery resources within the Cedar Brook, no grading, excavation, construction or clearing is permitted within any watercourse onsite between May 1st through July 31th of any year. Furthermore, any activity within a riparian zone or outside a watercourse, which would likely introduce sediment into the watercourse and/or increase its turbidity, is also prohibited during this period. The Department reserves the right to suspend all regulated activities onsite should it be determined that the applicant has not taken proper precautions to ensure continuous compliance with this condition.

STANDARD CONDITIONS:

1. The issuance of a permit shall in no way expose the State of New Jersey or the Department to liability for the sufficiency or correctness of the design of any construction or structure(s). Neither the State nor the Department shall, in any way, be liable for any loss of life or property that may occur by virtue of the activity or project conducted as authorized under a permit.

2. The issuance of a permit does not convey any property rights or any exclusive privilege.

3. The permittee shall obtain all applicable Federal, State, and local approvals prior to commencement of regulated activities authorized under a permit.

4. A permittee conducting an activity involving soil disturbance, the creation of drainage structures, or changes in natural contours shall obtain any required approvals from the Soil Conservation District having jurisdiction over the site.

5. The permittee shall take all reasonable steps to prevent, minimize, or correct any adverse impact on the environment resulting from activities conducted pursuant to the permit, or from noncompliance with the permit.

6. The permittee shall immediately inform the Department by telephone at (877) 927-6337 (Warn DEP Hotline) of any noncompliance that may endanger the public health, safety, and welfare, or the environment. In addition, the permittee shall inform the Division of Land Use Regulation by telephone at (609) 777-0454 of any other noncompliance within two working days of the time the permittee becomes aware of the noncompliance, and in writing within five working days of the time the permittee becomes aware of the noncompliance. Such notice shall not, however, serve as a defense to enforcement action if the project is found to be in violation of this chapter. The written notice shall include:
    a. A description of the noncompliance and its cause;
    b. The period of noncompliance, including exact dates and times;
    c. If the noncompliance has not been corrected, the anticipated length of time it is expected to continue; and
    d. The steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

7. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the authorized activity in order to maintain compliance with the conditions of the permit.

8. The permittee shall employ appropriate measures to minimize noise where necessary during construction, as specified in N.J.S.A. 13:1G-1 et seq. and N.J.A.C. 7:29.

9. The issuance of a permit does not relinquish the State's tidelands ownership or claim to any portion of the subject property or adjacent properties.

10. The issuance of a permit does not relinquish public rights to access and use tidal waterways and their shores.

11. The permittee shall allow an authorized representative of the Department, upon the presentation of credentials, to:
    a. Enter upon the permittee's premises where a regulated activity is located or conducted, or where records must be kept under the conditions of the permit;
    b. Have access to and copy, at reasonable times, any records that must be kept under the conditions of the permit; and
    c. Inspect at reasonable times any facilities, equipment, practices, or operations regulated or required under the permit. Failure to allow reasonable access under this paragraph shall be considered a violation of this chapter and subject the permittee to enforcement action under.

12. The permittee and its contractors and subcontractors shall comply with all conditions, site plans, and supporting documents approved by the permit. Any noncompliance with a permit constitutes a violation of this chapter and is grounds for enforcement action under, as well as, in the appropriate case, suspension and/or termination of the permit.

13. All conditions, site plans, and supporting documents approved by a permit shall remain in full force and effect so long as the regulated activity or project, or any portion thereof, is in existence, unless the permit is modified.

14. For Coastal Permits, Flood Hazard Permits and Flood Hazard Verifications, the permittee shall record the permit, including all conditions listed therein, with the Office of the County Clerk (the Registrar of Deeds and Mortgages, if applicable) of each county in which the site is located. The permit shall be recorded within 30 calendar days of receipt by the permittee, unless the permit authorizes activities within two or more counties, in which case the permit shall be recorded within 90 calendar days of receipt. Upon completion of all recording, a copy of the recorded permit shall be forwarded to the Division of Land Use Regulation at the address set forth in the rules.

15. If any condition or permit is determined to be legally unenforceable, modifications and additional conditions may be imposed by the Department as necessary to protect public health, safety, and welfare, or the environment.

16. A copy of the permit and all approved site plans and supporting documents shall be maintained at the site at all times and made available to Department representatives or their designated agents immediately upon request.

17. A permit shall be transferred to another person only in accordance with the regulations.

18. A permit can be suspended or terminated by the Department for cause.

19. The submittal of a request to modify a permit by the permittee, or a notification of planned changes or anticipated noncompliance, does not stay any condition of a permit.

20. Where the permittee becomes aware that it failed to submit any relevant facts in an application, or submitted incorrect information in an application or in any report to the Department, it shall promptly submit such facts or information.

21. The permittee shall submit written notification to the Bureau of Coastal and Land Use Compliance and Enforcement, 401 East State Street, 4th Floor, P.O. Box 420, Mail Code 401-04C, Trenton, NJ 08625, at least three working days prior to the commencement of regulated activities.

22. The permittee shall not cause or allow any unreasonable interference with the free flow of a regulated water by placing or dumping any materials, equipment, debris, or structures within or adjacent to the channel while the regulated activity(ies) is being undertaken. Upon completion of the regulated activity(ies), the permittee shall remove and dispose of in a lawful manner, all excess materials, debris, equipment, and silt fences and other temporary soil erosion and sediment control devices from all regulated areas.

23. The regulated activity shall not destroy, jeopardize, or adversely modify a present or documented habitat for threatened or endangered species, and shall not jeopardize the continued existence of any local population of a threatened or endangered species.

APPROVED PLANS:

The drawings hereby approved are two (2) sheets prepared by Frank J. Seney Jr., P.E., of Remington, Vernick & Arango Engineers, dated June 12, 2017, last revised May 1, 2018, entitled:

"UNION COUNTY STELLE AVENUE BRIDGE REPLACEMENT STELLE AVENUE CITY OF PLAINFIELD UNION COUNTY NEW JERSEY"

"SOIL EROSION & SEDIMENT CONTROL PLAN", sheet 9 of 12;

"GENERAL PLAN AND ELEVATION", sheet 12 of 12.

In accordance with the applicable regulations, any person who is aggrieved by this decision or any of the conditions of this permit may request an adjudicatory hearing within 30 calendar days after public notice of the decision is published in the DEP Bulletin. This request must include a completed copy of the Adjudicatory Hearing Request form. The DEP Bulletin is available through the Department's website at http://www.nj.gov/dep/bulletin and the form is available through the Division's website at http://www.nj.gov/dep/landuse/download/lur_024.pdf. In addition to requesting a hearing, a request may be filed with the Department's Office of Dispute Resolution to determine whether the matter is suitable for mediation. Information concerning the dispute resolution process is available at www.nj.gov/dep/odr.

If you need clarification on any section of this permit or conditions, please contact the Division of Land Use Regulation's Technical Support Call Center at (609) 777-0454.

Approved By:

Damian T. Friebel,
Division of Land Use Regulation

5/15/2018
Date

Original sent to Agent to record
c: Permittee
Construction Official

State of New Jersey
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Division of Land Use Regulation
Mail Code 501-02A
P.O. Box 420
Trenton, New Jersey, 08625

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

CATHERINE R. McCABE
Commissioner

July 25, 2019

Ms. Jessica Hauber, PE
Remington & Vernick Engineers
51 Haddonfield Road, Suite 260
Cheery Hill, New Jersey 080002

Re: Flood Hazard Area Modification Request
File No. 2012-18-0001.1
Applicant: Union County Engineering

Dear Ms. Hauber,

This is in response to your letter received on June 11, 2019 concerning a previously issued Flood Hazard Area Permit for the proposed replacement of the existing Stelle Avenue bridge, crossing Cedar Brook, in the City of Plainfield, Union County.

Your request for a modification to revise the bridges parapet design is hereby approved. The drawing approved with this modification is a drawing prepared by Remington Vernick & Arango Engineers, dated June 12, 2017, last revised June 10, 2019, entitled:

"UNION COUNTY STELLE AVENUE BRIDGE REPLACEMENT STELLE AVENUE CITY OF PLAINFIELD UNION COUNTY NEW JERSEY"

"GENERAL PLAN AND ELEVATION", Sheet No. 12 of 12

All other conditions of the original permit will remain and the permit will expire on May 14, 2023.

Should you have any questions regarding this determination, please contact me at Dennis.contois@dep.nj.gov or by telephone at (609) 633-6563.

Sincerely,

Dennis Contois
Engineering Supervisor
Northern Engineering Section

APPENDIX B

SOIL BORING LOGS

REMINGTON & VERNICK ENGINEERS

SOIL BORING LOG

Project No. 2000F007 Project Stelle Avenue Bridge Replacement Boring No. B-1

Date Started: 5/24/2017 Location Stelle Avenue, South Plainfield, Union County, NJ Sheet 1 of 2

Date Finished: 5/24/2017 Client Union County Surface Elev. Ex. Grade

Drilling Contractor: Sano Drilling Inc. Groundwater Data

Drilling Method: Hollow Stem Augers Depth 13 feet

Hammer Type: Automatic Driller: Steve Parisano Date 5/24/17

Equipment: Mobile B-57 Inspector: Chris Gilbert Time During

Depth (ft.)	Sample Type	Sample Number	Blow Count (Blows per 6 inches)	Recovery	Lithology	Classification of Materials (Based upon samples recovered and observation of materials returned between samples)	Stratum	Moisture Content, %	Other Tests
0						3" Topsoil			
	SS	S-1	1-4-4-4	8"		Brown m-f SAND, little Brick Fragments, trace Cinders and Ash (fill)			
	SS	S-2	4-12-10-9	4"					
5	SS	S-3	3-2-4-3	10"		Brown m-f SAND, little c-f Crushed Stone, trace Brick Fragments (fill)			
	SS	S-4	3-9-14-12	12"		Reddish brown m-f SAND, little c-f Crushed Stone (fill)			
	SS	S-5	12-11-10-9	10"		Reddish brown m-f SAND, little c-f Gravel, trace Silt			
10									
	SS	S-6	2-2-5-4	14"		Reddish brown c-f SAND, trace Silt			
15									
	SS	S-7	2-3-4-4	16"		Reddish brown c-f SAND, trace f Gravel, trace Silt			
20									
	SS	S-8	2-4-6-5	20"					
25									
	SS	S-9	5-8-10-11	16"		Reddish brown c-f SAND, trace c-f Gravel, trace Silt			
30									
	SS	S-10	5-7-7-6	20"		Reddish brown c-f SAND, little Silt, little c-f Gravel			
35									

REMINGTON & VERNICK ENGINEERS

SOIL BORING LOG

Project No. 2000F007 Project Stelle Avenue Bridge Replacement Boring No. B-1

Date Started: 5/24/2017 Location Stelle Avenue, South Plainfield, Union County, NJ Sheet 2 of 2

Date Finished: 5/24/2017 Client Union County Surface Elev. Ex. Grade

Drilling Contractor: Sano Drilling Inc. Groundwater Data

Drilling Method: Hollow Stem Augers Depth 13 feet

Hammer Type: Automatic Driller: Steve Parisano Date 5/24/17

Equipment: Mobile B-57 Inspector: Chris Gilbert Time During

Depth (ft.)	Sample Type	Sample Number	Blow Count (Blows per 6 inches)	Recovery	Lithology	Classification of Materials (Based upon samples recovered and observation of materials returned between samples)	Stratum	Moisture Content, %	Other Tests
40		S-11	6-7-10-6	16"		Reddish brown c-f SAND, little Silt, little c-f Gravel			
45		S-12	3-3-4-5	NR					
50		S-13	7-9-9-7	12"		Reddish brown c-f SAND, some c-f Gravel, little Silt			
						Boring End @ 50 feet			
55									
60									
65									
70									

REMINGTON & VERNICK ENGINEERS

SOIL BORING LOG

Project No. 2000F007 Project Stelle Avenue Bridge Replacement Boring No. B-2

Date Started: 5/24/2017 Location Stelle Avenue, South Plainfield, Union County, NJ Sheet 1 of 2

Date Finished: 5/24/2017 Client Union County Surface Elev. Ex. Grade

Drilling Contractor: Sano Drilling Inc. Groundwater Data

Drilling Method: Hollow Stem Augers Depth 13 feet

Hammer Type: Automatic Driller: Steve Parisano Date 5/24/17

Equipment: Mobile B-57 Inspector: Chris Gilbert Time During

Depth (ft.)	Sample Type	Sample Number	Blow Count (Blows per 6 inches)	Recovery	Lithology	Classification of Materials (Based upon samples recovered and observation of materials returned between samples)	Stratum	Moisture Content, %	Other Tests
0		S-1	1-3-4-3	10"		3" Top Soil Brown and reddish brown m-f SAND, trace Silt, trace Cinders and Ash (fill)			
		S-2	2-3-3-4	10"					
5		S-3	3-3-4-2	12"					
		S-4	2-1-9-11	12"		Brown and reddish brown m-f SAND, trace Silt, trace m-f Brick Fragments (fill)			
		S-5	10-10-11-9	14"		Reddish brown m-f SAND, little c-f Gravel, trace Silt			
10									
		S-6	3-3-2-3	20"		Reddish brown c-f SAND, little f Gravel, trace Silt			
15									
		S-7	13-4-4-4	14"					
20									
		S-8	6-9-10-12	12"		Reddish brown m-f SAND, little c-f Gravel, trace Silt			
25									
		S-9	5-5-7-7	14"		Reddish brown m-f SAND, trace Silt			
30									
		S-10	4-7-7-8	10"		Reddish brown m-f SAND, little m-f Gravel, trace Silt			
35									

REMINGTON & VERNICK ENGINEERS

SOIL BORING LOG

Project No. 2000F007 | Project Stelle Avenue Bridge Replacement | Boring No. B-2

Date Started: 5/24/2017 | Location Stelle Avenue, South Plainfield, Union County, NJ | Sheet 2 of 2

Date Finished: 5/24/2017 | Client Union County | Surface Elev. Ex. Grade

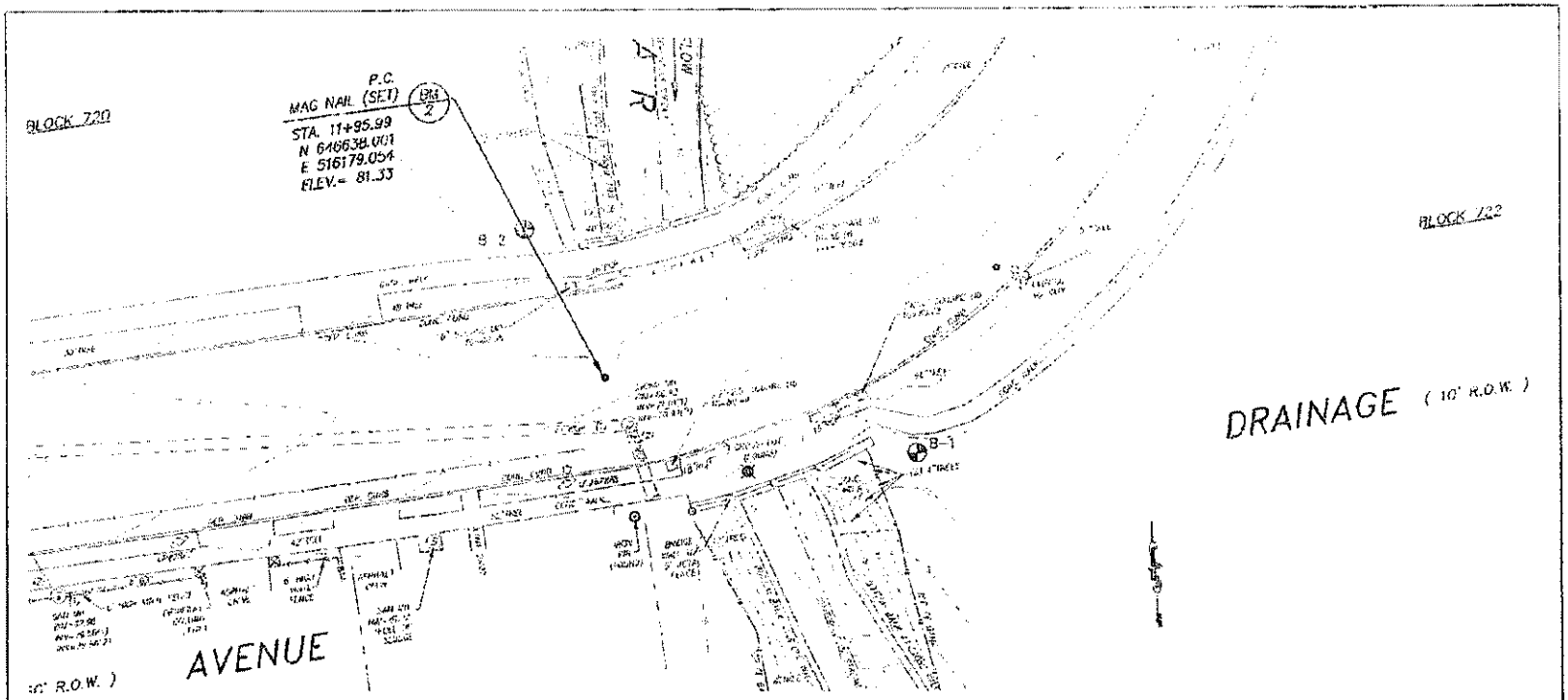
Drilling Contractor: Sano Drilling Inc. | Groundwater Data

Drilling Method: Hollow Stem Augers | Depth 13 feet

Hammer Type: Automatic | Driller: Steve Parisano | Date 5/24/17

Equipment: Mobile B-57 | Inspector: Chris Gilbert | Time During

Depth (ft.)	Sample Type	Sample Number	Blow Count (Blows per 6 inches)	Recovery	Lithology	Classification of Materials (Based upon samples recovered and observation of materials returned between samples)	Stratum	Moisture Content, %	Other Tests
						Reddish brown m-f SAND, little m-f Gravel, trace Silt			
40		S-11	11-9-5-6	10"					
						Reddish brown m-f SAND and c-f GRAVEL			
45		S-12	11-9-10-12	6"					
		S-13	9-6-6-8	12"					
50						Boring End @ 50 feet.			
55									
60									
65									
70									



LEGEND

B-1 DENOTES NUMBER AND APPROXIMATE LOCATION OF TEST BORINGS

GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.

BORING LOCATION PLAN

STELLE AVENUE
BRIDGE REPLACEMENT
PLAINFIELD, UNION COUNTY, NEW JERSEY

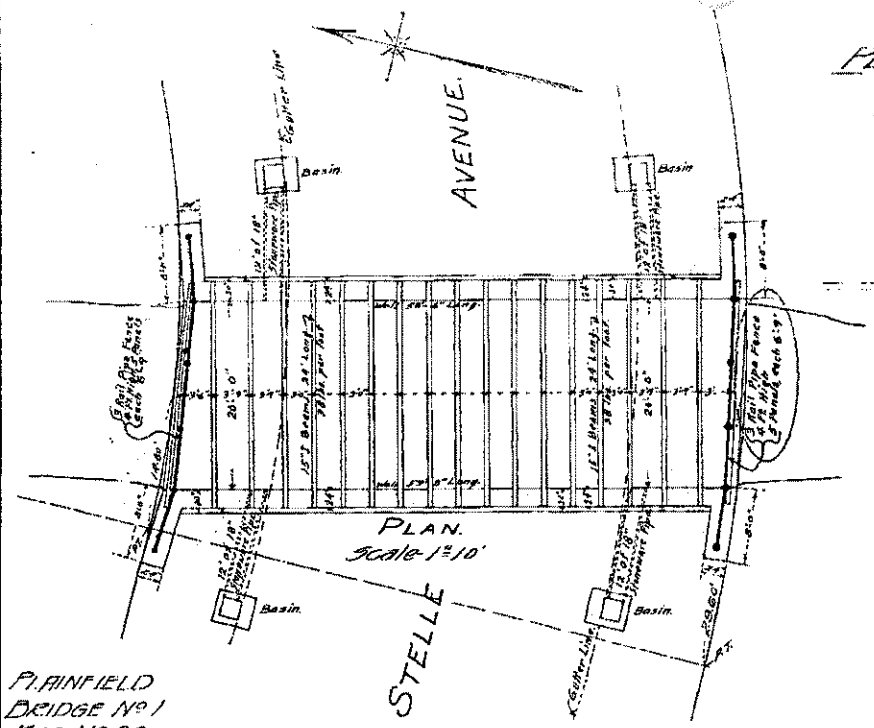
REMINGTON, VERNICK & ARANGO ENGINEERS
300 PENGTON AVENUE, 3RD FLOOR, SECAUCUS, NJ 07094
(201) 624-2137, FAX (201) 624-2136, WEB SITE ADDRESS: WWW.RVE.COM
Certificate of Authorization, 24 GA 28003800

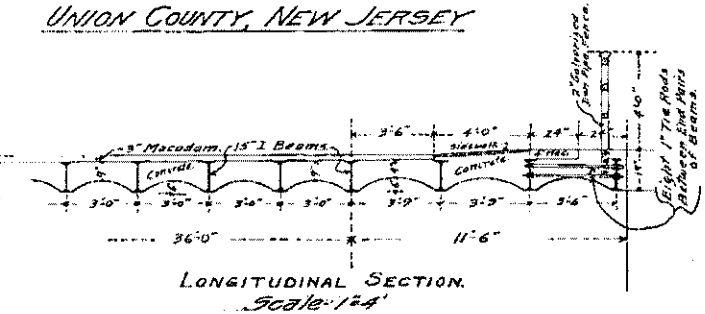
SCALE	DATE	DRAWN BY	DSGN. BY	CHK'D. BY	DWG. NO.	SHEET NO.
1" = 20'	6/15/2017	C.O.C.	K.C.W.	K.C.W.	2000F007	1 OF 1

DWG FILE PATH/NAME
N:\Transportation_Bridge\Union County\2000F007 - Stelle Avenue Bridge\Geotechnical\Boring Location Plan.dwg

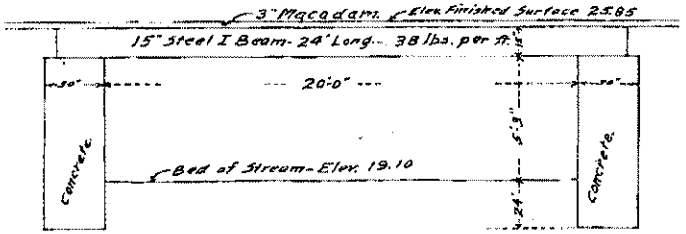
PLAN FOR NEW BRIDGE OVER CEDAR BROOK AT STELLE AVENUE, PLAINFIELD UNION COUNTY, NEW JERSEY

March June 18, 1917
For The Board of Chosen Freeholders of Union County
J.L. Bower, County Engineer

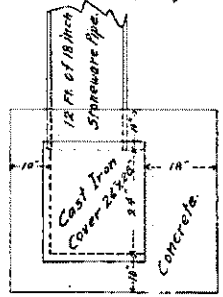


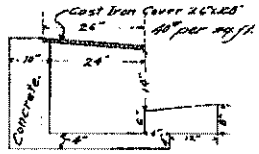


LONGITUDINAL SECTION.
Scale 1"=4'



CROSS-SECTION
Scale 1"=4'



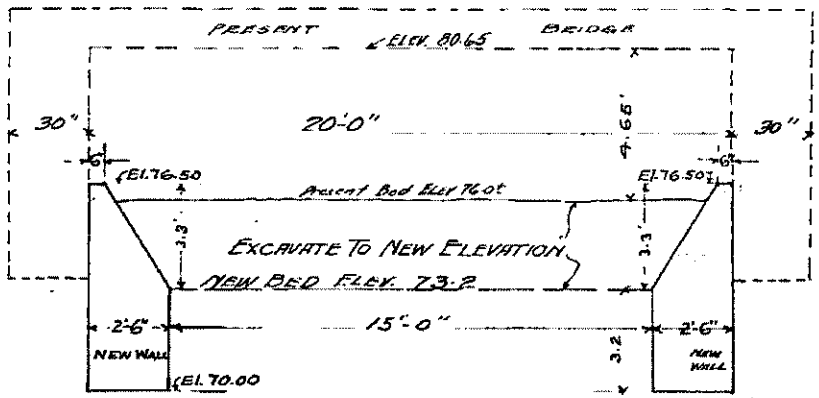


DETAILS OF BASINS.
Scale 1"=2'

PLAINFIELD
BRIDGE No 1
MAP No 20.

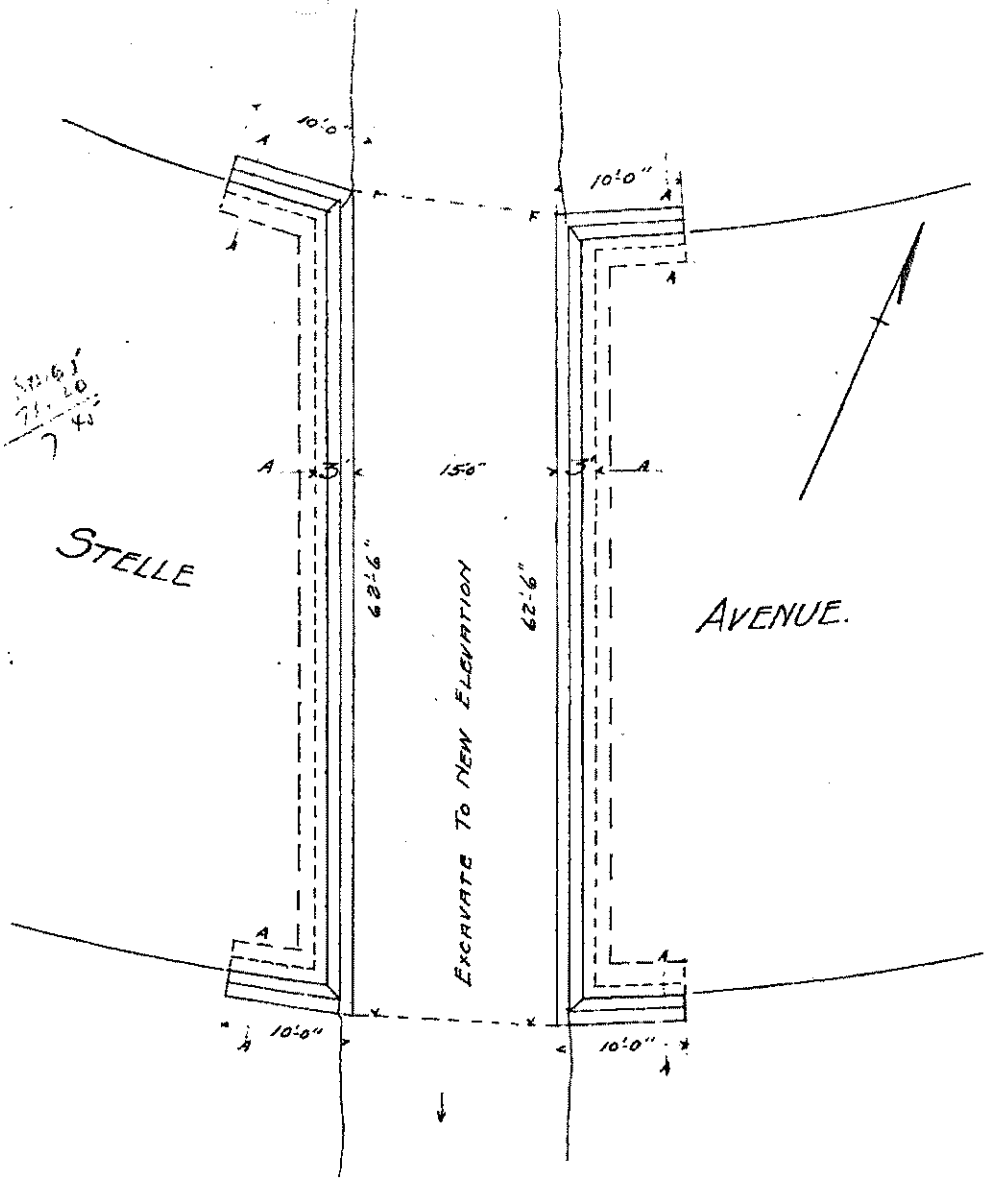
P LDS 10579

See Map No 47



SECTION A-A
1"=4'

NOTE.
NEW WALL TO BE BUILT IN
SECTIONS NOT OVER 10' IN LENGTH.



PLAN FOR
NEW CONCRETE FOOTINGS
TO BRIDGE ON
STELLE AVE.
CITY OF PLAINFIELD.
APRIL 8 1926.

PLAINFIELD
BRIDGE No 1
MAP No 47

MADE FOR
THE BOARD OF CHOSEN FREEHOLDERS.
UNION COUNTY, N.J.
J.L. BAUER.
COUNTY ENGINEER.

P LDS 10565