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December 29, 2023

MAST Naval Science Building 23
Monmouth County Vocational School District
Fort Hancock, Sandy Hook NJ

ADDENDUM NUMBER ONE (KJW #4200.8)

TO ALL PRIME CONTRACT BIDDERS OF RECORD

This Addendum forms a part of the Contract Documents and modifies the original specifications and drawings as hereinafter described. Where any article of the specifications or portion of any drawing is hereby modified, the provisions of such article and/or drawing not so specifically modified shall remain in effect.

The Bid Due Date and time are extended seven days to January 24, 2023. All Sealed bids will be received at the Business Office of the Monmouth County Vocational School District, Board of Education Office, 4000 Kozloski Road (in the Agriculture Building), Freehold, NJ 07728 up to 1:00 PM (prevailing time), on Wednesday January 24, 2024, then opened and read aloud. Such proposals to receive consideration by the Monmouth County Vocational School District, are to be submitted in strict compliance with the Public School Contract Law, NJSA 18A:18A-1, et.seq.

Acknowledge receipt of this Addendum in the space provided on Bid Form.

A non-mandatory pre-bid meeting was held on Wednesday December 20, 2023 at 1:00 PM at The Marine Academy of Science and Technology, Magruder Road, Fort Hancock, Sandy Hook NJ. See attached Attendance sheet.

Item #1.1 Revision: Spec Section LN – Legal Notice

The attached, revised Legal Notice replaces the previously issued section LN in the specifications.

Item #1.2 Revision: Spec Section G/SC – General / Supplementary Conditions

The attached, revised General/Supplementary Conditions replaces the previously issued section G/SC in the specifications.

Item #1.3 Addition: Soils Investigation Report

The attached Soils investigation report dated 12/26/19 prepared by Mellick Tully & Associates is added to the specifications.

Item #1.4 Revision: Spec Section 011100 – Summary of Work

The attached, revised Bid & Construction Schedule replaces the previously issued attachment to spec section 011100 – Summary of Work.

Item #1.5 Revision: Drawings A-0.3

Site Staging Key Note 1 is revised to read: GC to provide 6' chain link construction fence on stands per Detail 2/A-0.2. This fence shall remain in place throughout the construction period. At the end of construction, GC to remove fence from site.

Eric L Wagner AIA
Richard R Kane AIA

Item #1.6 Question / Response

Question: Please advise if #C007 Design Build or #C008 General Construction are acceptable in lieu of #C006 Construction Manager as Constructor

Answer: No. Bidder must hold #C006 Construction Manager as Constructor and #C024 Historic Restoration Trade Classification from NJ Treasury Department, Division of Property Management and Construction to be eligible to submit a bid for this project.

Item #1.7 Question / Response

Question: General/Supplementary Conditions Article 16, f. lists the limit of Builders Risk insurance as at least \$435,000.00 or the full limit of the project including replacement cost value of any additions, alterations or enhancements contemplated within the scope of the renovations. Please confirm Builders Risk insurance should be the full limit of the project and not at least \$435,000.00.

Answer: Refer to revised General/Supplementary Conditions, issued as an attachment to this Addendum, for Builders risk insurance requirement.

Item #1.8 Question / Response

Question: General/Supplementary Conditions Article 21 state TOC is 670 days; bid form and summary of work list 420; please clarify.

Answer: Contract Duration is Four Hundred Twenty (420) Calendar Days. Refer to revised General/Supplementary Conditions, issued as an attachment to this Addendum.

Item #1.9 Question / Response

Question: Summary of work Article 1.12 notes soil investigation report is included in the documents; please provide.

Answer: Soils investigation report dated 12/26/19 prepared by Mellick Tully & Associates is issued as an attachment to this Addendum.

Item #1.10 Question / Response

Question: Please confirm that the scope of Pre-Construction services is limited to updating of the documents (2-month duration) as noted in the summary of work.

Answer: Nothing else is required of the contractor during Phase 1, but it is recommended that the contractor use this time to begin preparing submittals, identifying long lead time items, and preparation of Site Staging.

END OF ADDENDUM NUMBER ONE

**MAST BUILDING 23 RENOVATION
PRE-BID MEETING SIGN-IN SHEET**

DECEMBER 20, 2023



**architects
KELLENYI
JOHNSON
WAGNER**

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SECTION LN

LEGAL NOTICE

MONMOUTH COUNTY VOCATIONAL SCHOOL DISTRICT

The School Business Administrator/Board Secretary of the Monmouth County Vocational School District Board of Education, in the State of New Jersey, by authority of said Board, solicits sealed bid proposals for:

Building 23 Addition and Alterations at Marine Academy of Science & Technology, Fort Hancock, Sandy Hook, NJ. (305 MAST Way, Highlands, NJ 07732)

Revised Bid Opening Date & Time

Sealed Proposals in duplicate for the Monmouth County Vocational School District's:

Building 23 Addition and Alterations at Marine Academy of Science & Technology, Fort Hancock, Sandy Hook, NJ. (305 MAST Way, Highlands, NJ 07732).

The original Bid Opening Date & Time of 1:00 PM on January 17, 2024 has been revised and extended. Sealed bids will now be received at the Business Office of the Monmouth County Vocational School District, Board of Education Office, 4000 Kozloski Road (in the Agriculture Building), Freehold, NJ 07728 up to 1:00 PM (prevailing time), on Wednesday January 24, 2024, then opened and read aloud. Such proposals to receive consideration by the Monmouth County Vocational School District, are to be submitted in strict compliance with the Public School Contract Law, NJSA 18A:18A-1, et.seq.

Bids, utilizing the bid forms as prepared by the Architect, may be submitted in person, by mail or delivery service prior to that time. Any bid submitted by mail or delivery service is done so at the sole risk of the bidder. No Bids will be received by facsimile or electronic transmission. It is expressly understood that the bidder is responsible for getting the bid proposals to the Business Administrator prior to the time and date set for the bid opening. Any bid received after the closing time will be returned unopened.

Arrangements to obtain bid documents may be made by emailing Kellenyi Johnson Wagner Architects, Attn: Andrea Kunyz at akunyz@kjwt.com (732-741-5270). Bidders will receive a Onehub link to view and download the online bid documents.

Bid proposals for the above Contract will be received from Bidders registered with the Division of Revenue and Department of Labor. All Bidders proposing to Bid shall be classified in accordance with N.J.S.A. 18A:18A-25 et seq. as to the character and amount of public work on which they shall be qualified to submit a Bid by the Department of Treasury, Division of Property Management and Construction (DPMC).

Bidder must hold #C006-Construction Manager as Constructor and #C024 Historic Restoration Trade Classification from NJ Treasury Dept, Division of Property Management and Construction to be eligible to submit a bid for this project. Bidder must list all named Subcontractors', Name and Address for the following scopes of work on the bid form: Plumbing & Gas Fitting and Kindred Work, Electrical Work, Heating & Ventilating Systems & Equipment, and Structural Steel & Ornamental Iron Work.

Site Visits

Site Visits after the date of the original pre-bid conference held on 12/20/23 are available but must be scheduled in advance with the Architect by calling Andrea Kunyz (732-741-5270).

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SECTION LN

LEGAL NOTICE

The Monmouth County Vocational School District reserves the right to reject any or all bids and to waive immaterial formalities in any bid if deemed to be in the interest of the District. The District takes no responsibility for the punctual receipt of mailed bids. All bids mailed are done so at the risk of the bidder and must be clearly marked with the bid title.

Bids must be made on the proposal form provided, as designated, and submitted with a "Bid Bond" or "Certified Check" in the sum of not less than ten (10) percent of the amount of the proposal, not to exceed \$20,000.00. Bids may not be withdrawn for a period of sixty (60) days after the day of the bid opening.

Bidders are required to submit with their proposal, written consent of a Surety Bond, and agree to execute the required performance bond in accordance with the specification requirements. Each Bidder shall also be registered pursuant to the Public Works Contractor Registration Act, N.J.S.A. 34:11-56, 48 et. Seq. and shall provide a valid and current registration certificate with its Bid as to the bidder and all subcontractors.

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

Bidding shall be in conformance with the applicable requirements of N.J.S.A. 18A:18A-1 et seq., pertaining to the "Public School Contracts Law". Bids will be considered in accordance with N.J.S. A. 18A: 18A-1 et seq. and N.J.S.A. 18A:7G-1 et seq. The board of Education reserves the right to reject all bids, to waive any immaterial defects in any bid, or to award a contract in whole or in part, in accordance with the requirements of the Public-School Contracts Law at N.J. S.A. 18A:18A-1 et seq.

The Bidder's attention is directed to the fact that all applicable federal, state, and municipal laws, and ordinances, rules and regulations, including P.L. 1975, c.127 (N.J.A.C. 17:27) of all authorities having jurisdiction over construction work in the locality of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full, including, but not limited to, those laws identified in the INSTRUCTIONS TO BIDDERS including the requirements of the Laws Against Discrimination, N.J.S.A. 10:2-1 et seq., the Affirmative Action Regulations, N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27 et seq., and compliance with the mandatory affirmative action regulations. Bidders and all major subcontractors are required to comply with the Public Works Contractor Registration Act, Chapter 238, Public Laws of 1999 (N.J.S.A. 34:11-56.48 et seq.) and to possess current certification for the Division of Wage and Hour Compliance in the Department of Labor and Workforce Development at the time the bid is submitted. Bidders are also required to submit a Business Registration Certificate issued by the Division of Revenue in the New Jersey Department of Treasury. All Bidders are required to submit an affidavit by the Bidder that the Bidder is not, at the time of the bid, included on the New Jersey State Treasurer's List or the Federal Government List of Debarred, Suspended, or Disqualified Firms or individuals pursuant to N.J.A.C. 17:19-4 and N.J.A.C. 19:38A-4. All Bidders are required to complete and submit a Disclosure of Investment Activities in Iran Form in accordance with N.J.S.A. 52:32-58 and N.J.S.A. 18A:18A-49.4. All Bidders must submit a Political Contribution Disclosure Form with their Bid Package. All Bidders must comply with N.J.S.A. 18A:18A-20 "American Goods and Products to be used where possible."

Authorized by Monmouth County Vocational School District
Kelly A. Brazelton, Business Administrator/Board Secretary

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GENERAL/SUPPLEMENTARY CONDITIONS

I. AIA GENERAL CONDITIONS

1. Upon award of a contract, Owner intends to execute a *Standard Form of Agreement Between Owner and Construction Manager as Constructor, AIA Document A133, 2019 Edition. General Conditions of the Contract for Construction AIA Document A201, 2017 Edition* (hereinafter general conditions). Samples of these documents are attached hereto.
2. Where any article of AIA General Conditions is supplemented hereby, AIA provisions of such article shall remain in effect. All supplemental provisions shall be considered as added thereto.
3. Where any such article is amended, voided, or superseded thereby, provisions of such article not so specifically amended, voided, or superseded shall remain in effect.
4. Where any article of AIA conditions is not numerically included herein, such article shall remain in effect as part of this document.

II. SUPPLEMENTARY GENERAL CONDITIONS

1. The general requirements may contain changes and additions to AIA general conditions. Where any part of AIA general conditions is modified or voided by these General / Supplementary Conditions or General Requirements, the unaltered provisions shall remain in effect. Revise AIA A133 – Standard Form of Agreement Between Owner and Construction Manager as Constructor
12.2 Binding Dispute Resolution
 1. For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A 210-2017, the method of binding dispute resolution shall be in the Superior Court of New Jersey, venued in Monmouth County, which shall be the exclusive jurisdiction for resolution of any such issues, claims or disputes, except as provided in 2. below.
 2. The Owner and/or the Contractor may at any time elect to require the other or the Subcontractors and any other parties in privity with them to have issues, claims or disputes resolved through Mediation.
 - a. in the event that either party opts for mediation of any issues, claims or disputes it may to the maximum extent permitted by law compel any other parties involved in the issue, claim or dispute to participate in and/or have their own related issues, claims or disputes submitted to and consolidated with the proceeding.
 - b. To the maximum extent allowed by the law, the Parties may invoke their right to compel mediation notwithstanding the commencement or pendency of litigation in the Superior Court.
 - c. In the event that a Party invokes its right to compel mediation the Parties shall agree on a mediator through a responsible alternative dispute resolution forum.
 - d. In the event that a Party invokes its right to compel mediation it is agreed that the Work related to the issue, claim or dispute will continue during the pendency of the mediation under the most recent interpretation or determination by the Architect, unless the Owner in its sole discretion elects to suspend performance until the issue, claim or dispute is resolved.
 - e. The Owner, in its sole discretion, may compel the Contractor and, to the maximum extent allowed by law, any other parties involved in the issue, claim or dispute to participate in expedited mediation thereof, including attendance at mediation sessions at the Project site or other reasonable locations within a minimum of twenty-four hours of notice from the Owner of the time place and issue, claim or dispute to be mediated.
 - f. The costs and fees due the alternative dispute resolution forum shall be evenly divided between the participating parties in the event of mediation.

2.. Qualifications of Bidders

- a. Competency, fitness, and financial responsibility of bidders will be considered in making the award. If required, they shall support their claims of competency, fitness, and financial responsibility with evidence satisfactory to the owner.
- b. Competency and responsibility of bidders and of their proposed subcontractors will be considered in making this award. The contractor will be required to submit for approval, as required and directed, the names of all subcontractors to whom contracts will be awarded.

3. Knowledge of Conditions

The bidders shall by careful examination of the existing premises, equipment, and by such other means as they prefer, satisfy themselves as to the location of the work, means of access, starting points, the character, quality,

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GENERAL/SUPPLEMENTARY CONDITIONS

and quantity of the work to be performed and materials to be furnished, the specific equipment and facilities needed during the execution of the work, and general conditions that in any way affect the work specified herein.

4. Possession of Building, Site, and Responsibility

After taking possession of the assigned work areas of the existing premises, the contractor shall be responsible hereafter until completion for management/care/maintenance of the work areas and shall be solely responsible for damage to or on account of the execution of the work under this contract, and shall adjust all claims accruing therefrom, without loss, expense, or annoyance to the Owner.

5. Protection

The contractor shall take the necessary steps to carefully protect the existing work area of the premises and complete portion off the work from any damage resulting from insufficient or improper protection.

6. Use of Premises

- a. The portion of the owner's areas of the existing building that may be used by the contractor shall be agreed with the building administrator and clearly designated. Any damage to space allowed for use shall be made good by the contractor on release of the space.
- b. The contractor shall not display, or permit to be displayed, on or about the premises any sign except as may be permitted by the owner.

7. Utilities

The owner shall pay for all water and electric current required for equipment and/or apparatus for the duration of the work, until issuance of the certificate of final acceptance by the Owner.

8. Procedure

- a. Field work shall not commence until such time as all materials, equipment, parts, etc., are complete and on hand to afford immediate field erection, avoiding any time delay in total completion of the work.
- b. Unless otherwise specifically directed, all work shall be done during regular working hours without the use of overtime.

9. Tax Exemption

a. School Projects are exempt from New Jersey State Tax; however, Contractors and Subcontractors are required to comply with New Jersey Sales and Use Tax, in accordance with P.L., 1966, c.30 (c.54:32B-1 et seq.) and P.L. 2004, c.57. Forms and additional information are available from the New Jersey State Tax Department. No allowance will be made by the Board for any such taxes paid by the Contractor or Subcontractor arising out of the applicability of the New Jersey Sales and Use Tax.

10. Removal of Rubbish and Cleaning Up

- a. The contractor shall at all times keep the work areas of the premises free from dirt or the accumulation of waste materials and rubbish caused by his work and shall repair any damage to this property in a satisfactory manner.
- b. Before final acceptance of the work, the contractor shall clean the entire completed work and new equipment and leave same in a clean condition.

11. General Insurance

The contractor shall not commence work under this contract until he has obtained all the insurance required hereunder and such insurance has been approved by the owners. Nor shall the contractor allow any subcontractor to commence work unless they have an executed contract and all similar insurance required of the subcontractor has been obtained, submitted, and approved by the owner. Approval of the insurance by the owner or failure of the owner to approve the insurance shall not relieve or decrease the liability of the contractor hereunder. An insurance certificate containing a ten-day cancellation notice shall be submitted to the Board of Education Secretary/Business Administrator.

12. Minimum Insurance Coverage (if higher limits are I place at the time of a claim the higher limits will be available)

The following are the minimum amounts of coverage that shall be maintained by the contractor performing any or all of the work required under this contract.

- a. Commercial General Liability on an occurrence basis:

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\$ 5,000,000 each person
\$ 5,000,000 each occurrence

b. The hazards of explosion, collapse, underground, commonly referred to as "XCU" coverage, shall be included. The policy will contain an "aggregate per project" endorsement. The policy shall contain a waiver of subrogation in favor of the owner. The policy will be primary and non-contributory. Products-Completed Operations coverage must be maintained for 3 years after final payment.

Property damage: \$ 5,000,000 each claim
\$ 5,000,000 aggregate

c. Commercial business automobile liability insurance including all autos and hired and non-owned auto. The policy shall contain a waiver of subrogation in favor of the owner. The policy will be primary and non-contributory.

Combined Single Limit: \$ 5,000,000

d. Owner's Contractor's Protective ("OCP"). Contractors shall provide a separate owner's protective policy, protecting the owner from claims arising from operations of the contractor and his subcontractors.

\$ 5,000,000 per occurrence
\$ 5,000,000 aggregate

e. Workers compensation, including Employment Liability with a limit of at least \$1,000,000, \$1,000,000/\$1,000,000. Coverage to include NJ.

f. Builders Risk, - an All-Risk Builder risk policy shall be placed including the owner as a named insured in the full contract value based on a replacement cost valuation of any additions, alterations or enhancements contemplated within the scope of the renovations. The following are to be included in the coverage, "XCU", Flood, Wind/Hail/Named Storm/Earthquake with deductibles satisfactory to the owner. In case of a loss, the CONTRACTOR will be responsible for to pay all deductibles. This policy will be maintained until the CO has been issued and the owner is able to place permanent insurance on the building.

g. Umbrella Liability. Contractor shall maintain an umbrella policy that is follow form on the underlying policies including general liability, business automobile, and employers liability:

\$ 5,000,000 each occurrence
\$ 5,000,000 aggregate

h. Contractors Pollution to include Professional Liability:

\$2,000,000 per occurrence
\$2,000,000 per aggregate

i. The contractor shall defend, indemnify, and save harmless the owner, their officers, agents and employees against and from all suites, losses, demands, payments, actions, recoveries, judgements, cost of every kind and descriptions and from all damages to which the owner, or any of their officers, agents and employees may be subjected by reason of injury to person or property of others resulting from performances of the project, or through any improper or defective machinery, implements, or appliances used by the contractor.

j. The owner, the architect, the construction manager and their consultants and agents and employees, and any other party required by the owner, shall be named as additional insured for both Ongoing and Products-Completed Operations on commercial general liability, business automobile, and umbrella, and pollution/professional policies for the project. Additional insured status on the general liability will be via a CG2010 & CG2037. Endorsements must accompany the Certificate of Insurance.

k. The insurance standards listed herein shall be supplemented by the information provided in the matrix below. Wherever insurance standards are in conflict the Contractor shall plan to provide the higher of the listed coverage/limits.

13. Prevailing Wage Stipulations

a. Statutory: The attention of all bidders is hereby drawn to the New Jersey Prevailing Wage Act, Chapter 150 of the laws of 1963, which are currently in effect and shall be observed in total.

b. Prevailing Wage Rates

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The latest prevailing wage rates published by the New Jersey State Department of Labor and Industry shall be made a part of every contract for the performances of the described work. Fringe benefits are a part of the prevailing wage rate. Each bidder shall read carefully and fully the said published wage rates and shall predicate his bid on the said rates as minimum requirements. Submission of a bid shall imply that the bidder has carefully inspected all said wage rates, that the bidder is thoroughly familiar with all provisions of the Prevailing Wage Act, and that should he be awarded a contract, he will fully and faithfully comply with all provisions of said Act. Copies of the latest published prevailing wage rates may be obtained on application to:

**Wage and Hour Bureau
NJ State Dept. of Labor and Industry
CN-389
Trenton NJ 08625
(609-292-2337)**

14. Commissioner of Labor Registration

- a. All bidders and sub-contractors (as defined in N.J.S.A. 34:11-56.50) are to comply with the Public Works Contractor Registration Act P.L. 1999 c. 238 (N.J.S.A. 34:11-56.48 – 56.57) by registering with the NJ Department of Labor, Division of Wage and Hour Compliance. No contractor shall bid on or engage in any contract for public work as defined in section 2 of P.L 1963, c. 150 (N.J.S.A. 34:11-56.26) unless the contractor is registered pursuant to this act.
- b. PL 1999 Chapter 238 – The Public Works Contractor Registration Act specifies that: No Contractor or Subcontractor shall bid on or engage in any contract (or part thereof) for public work which is subject to the provisions of the “NJ Prevailing Wage Act”, P.L. 1963, c.. 150 (N.J.S.A. 34:11-56.48 effective April 11, 2000) for the construction, reconstruction, demolition, alteration , repair or maintenance of a public building regularly open to and used by the general public or public institution, and includes any subcontractor or lower tier subcontractor of a contractor unless they are registered with the Commissioner of Labor.
- c. Prime Contract bidder and listed subcontractors shall include with the bid documents evidence of Contractor Registration with the Commissioner of Labor. Upon Contract award, similar evidence of registration shall be required for all subcontractors or lower tier subcontractors planning to perform work on or for the project.
- d. Application forms “*State of NJ Department of Labor Division of Wage and Hour Compliance Application for Public Works Contractor Registration*” are available from the NJ Dept of Labor, Trenton NJ.

15. Pre-qualification of Bidder and Named Subcontractors

- a. Bidder must submit with his bid a “Notice of Classification” from the Office of the Director, State of NJ Department of Treasury, Division of Property Management and Construction. In addition, Bidder is to submit a Notarized Affidavit setting forth the total amount of uncompleted work on all contracts at the time of the bid, and a statement that there has been no material adverse change in his classification information.
- b. Trade classification qualifications are based on GSA-27 “Form 3 – Trades Requested”. State of New Jersey, Division of Building and Construction, page 4 -current date (forms for this purpose are available from the State of New Jersey Division of Property Management & Construction).
- c. Bidder must hold the following Trade Classification:

Contract
Single Prime

Must Hold Both State Trade Classifications
Construction Manager as Constructor (#C006)
and
Historic Restoration (#C024)

- d. The Aggregate Amount included on the Construction Manager’s NJ DPMC Notice of Classification for both trades C006 & C024 shall be equal to or greater than the total bid amount for this project (including deductions for uncompleted contracts).
- e. In addition to the listed Trade Classification required for the Construction Manager, the named Subcontractors shall also be required to hold NJ DPMC prequalification for their listed trade including:

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Structural Steel & Ornamental Iron Work	(#C029)
Plumbing & Gas Fitting and & Kindred Work	(#C030)
Heating & Ventilating Systems & Equipment	(#C032)
Electrical Work	(#C047)

See Checklist of Attachments for required documents for both the Construction Manager and named subcontractors & licensed trades to be submitted with bid package.

16. Stockholder or Partnership Disclosure

- a. Bidders are required to comply with N.J.S.A. 52:25-24.2 (P.L., 1977, c. 33, as amended by P.L. 2016, c. 43)
- b. No corporation or partnership 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 cost of which is to be paid with or out of public funds, by the state or any county, municipality, or school district, or by any authority, board or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid of said corporation or said partnership there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock, of any class or of any individual partners in the partnership who own a ten percent or greater interest therein as the case may be.
- c. If one or more such stockholder or partner is itself a corporation or partnership, the stockholder holding ten percent more of that corporation's stock, or the individual partners owning ten percent or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder and individual partner exceeding the ten- percent ownership criteria established in this act has been listed.
- d. All of the above noted required data/information shall be noted on the statement form provided with the contract documents and included with the contractor's submitted proposal.

17. Completion & Liquidated Damages

- a. The project duration for this project has been noted in 17.d below. Project duration shall include pre-construction and construction phases. Immediately upon award of a contract the Construction Manager, in consultation with the Owner and Architect will develop a detailed project schedule showing substantial completion by no later than the project duration measured from the date of the Notice to Proceed. If any issues arise after award of the contract that are beyond the control of the Construction Manager, the Owner may consider extending the project duration. The Construction Manager will be required to provide detailed evidence of any delay requiring an extension of the project duration, showing that the delay is beyond the Construction Manager's control.
- b. The construction period shall begin with the issuance of a formal "Notice to Proceed" and shall include the time required for project start-up, updating of the plans, shop drawing prep/ review/approval and fabrication, delivery and installation of equipment, fixtures, finishes, etc. Timely completion of this project is essential.
- c. If the project is not completed in a timely fashion, the owner will sustain actual damages, the reasonable value of which would be very difficult to ascertain. The owner has made an estimate in good faith that the reasonable value of the completed project to the owner would be **One Thousand Dollars (\$1,000) per day**. The Owner will include these liquidated damages provision in the contract for construction for each calendar day beyond the agreed upon dates for total completion of the project or each phase of the project if phasing is specified in section 21.d below. All contractors are advised to take this strict timeline into account when submitting proposals for this project. No consideration will be given to any contractor for a waiver or reduction of any liquidated damages as the result of perceived delays caused by others. Consideration will only be given in conjunction with formal Change Orders, modifying the contract completion date which have been executed during the course of the construction project.
- c. It is the intent that notice to proceed shall be issued immediately upon execution of the Owner / Construction Manager Agreement unless otherwise stipulated. Contractors shall include the cost of expedited material deliveries, double shifts and weekend work that may be required to meet the completion schedules as herein specified.
- d. Time is an essential consideration of this contract. Upon issuance of a notice to proceed the project shall be substantially completed within a period of **Four Hundred Twenty (420) Calendar Days**.

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- e. Construction Manager shall factor this schedule into his bid including sufficient manpower and equipment required to complete the work within this time period. It is anticipated that to successfully meet these scheduling requirements, the Contractor will need to expedite submittals and fast track fabrication of windows. Additionally multiple crews will be needed to work at the various sites simultaneously and may also have to work more than one shift each day and/or work weekends.
- f. Contractor shall review, sign and return the Owner- Construction Manager agreement within one week of receiving it. Immediately after Signing of Contracts, the Construction Manager shall submit a Construction Progress Schedule indicating a sequence of construction which will meet the established deadline. The Construction Manager shall begin the submittal process immediately and, as items are approved, shall place orders for all needed materials immediately.
- g. Since the actual damages suffered by the Owner are incapable of precise calculation, the Bidder agrees that the foregoing amount is a fair and reasonable method of measuring the damage suffered by the Owner for each calendar day the project is delayed.
- h. The contractor shall allow in their construction schedule for the occurrence of five (5) "no work" days per school year that they will not be able to work on site due to school activities. The District will generally provide notification seven (7) calendar days prior to any day, when using one of the "no work" days.
- i. The contractor acknowledges by submission of a bid proposal, the he / she has been advised of the allowable work schedule and will make no claim for acceleration based up the completion date and work schedule. TIME SHALL BE OF THE ESSENCE.
- j. If Work is not complete by the Substantial Completion date, or if the entire project is not completed by the time required by the schedule, Owner reserves the right to terminate the Contract and have the work completed by others at the expense of the contractor.

18. Final Acceptance

- a. The contractor shall have at all times, until completion and owner's acceptance, complete possession of work areas of the premises, materials, and work to end that the contractor subject to provisions of contract documents shall not be interfered with in completion of work.
- b. When work is substantially complete, the contractor shall notify the owner that work will be ready for final inspection on a definite date.
- c. After completion and final inspection of all work required by the contract, after defects in work have been corrected by the contractor and after completion, submission, and acceptance of all tests, readings, identification, and tagging of systems, operating instructions, maintenance instructions, final clean-up, guarantees, certificates, and permits required by contract documents, the owner will issue a certificate of final acceptance to the contractor.
- d. The date at which the work shall be deemed to have been completed shall be the date fixed in the certificate of final acceptance, which date shall commence the guarantee period of all work.

19. Time and Material Work:

- a. Work which will be paid for on the basis of the actual cost of the work, including materials. Labor, equipment, and other costs as defined elsewhere, as documented by detailed records. This basis is also referred to using the terms "cost plus," "cost of the work," "force account," and similar terms.
- b. The General Conditions set forth in the procedures for changes in the Work. "Reasonable markup" referenced therein is limited to a maximum of 10% overhead and profit, compounded, for work performed (labor and materials) by the General Contractor with his own forces, and 10% -profit for the work performed by subcontractors.
 - 1. No added cost will be allowed on changes in the Work for home or field office expense, travel, apprentice programs, and the like.
- c. Markup by subcontractors will be limited to 10% overhead and 10% profit, as above.
- d. To facilitate evaluation of Change Orders, the Contractor shall submit, prior to submission of the initial Application for Payment, a rate schedule for Foremen and Journeymen Carpenters, Bricklayers Masons, Laborers, and Ironworkers. This rate schedule shall set forth all fringe benefit costs, social security, old age and Laborers, and Ironworkers. This rate schedule shall set forth all fringe benefit costs, social security, old age and

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unemployment insurance, workers' compensation insurance, and similar costs, thereby establishing a billing rate for these trades. Should changes in the Work involve trades beyond those set forth, the Contractor and/or subcontractors shall submit appropriate rate schedule information on request of the Owner.

e. All submissions of costs for the proposed changes shall be fully documented setting forth costs for labor, materials, equipment, and subcontractors, plus applicable markups, in a form acceptable to the owner.

20. Permits

The Contractor shall be required to file for permits where required in each jurisdiction. Any permit fees will be reimbursed by the Monmouth County Vocational School District. Contractor shall be responsible for scheduling all needed inspections and obtaining final approvals and certificates of completion as part of project closeout.

21. American Goods and Products:

a. *American goods and products shall be used wherever possible per N.J.S.A. 18A:18A-20.:*

American goods and products to be used where possible. Each Board of Education shall provide, in the specifications for all contracts for work for which it will pay any part of the cost or work which by contract it will ultimately own and maintain, that only manufactured and farm products of the United States, wherever available, be used in such work.

22. Contractor Use Of Premises

- a. Contractor shall schedule all construction activities with Owner through the Owner's Representative to allow Owner's full use of building areas and systems for normal educational process.
- b. Contractor shall follow Owner's protocols for building access including sign in and out procedures.
- c. Contractor shall notify Owner's Representative in advance of any requirements for access to the existing building while the space is occupied or outside normal working hours and days.
- d. Contractors Personnel shall always produce and wear ID Badges while on site. ID Badges must have Company Name, Photo ID, and individuals Name.
- e. The Contractor retains full responsibility for security and protection of Work and equipment of his Contract until final acceptance by Owner.
- f. Contractor shall maintain circulation corridors, exits, and exit stairs unobstructed from equipment and materials, except in areas of construction activity enclosed by temporary partitions. Egress plans must meet the approval of the local code official.
- g. Contractor shall keep "Noise" to a minimum during testing or other occupancy times that may be disruptive to the Owner use of the building. "Noise" shall be defined as the noise generated from any power equipment, any power machine, or the noise created by providing blunt force to an object from another object.
- h. Contractor's personnel are not to engage with any activities with the students, staff or other School District's employees unless duly authorized to do so in writing by Owner. Contractor's personnel are to wear uniforms whenever possible. All contracted personnel are required to wear identification badges identifying the individual and the firm for which they are employed. Contractors shall assume full responsibility for the actions of all personnel in their employ. Contractors shall maintain proper supervision of the work in progress at all times.
- i. All personnel used by the Contractor for the performance of this work shall be properly trained and qualified for work of this type and shall have at least the minimum ability and experience for his classification. Owner reserves the right to refuse to accept services from any personnel deemed by Owner or its representative to be unqualified, disorderly, or unable to perform assigned work. The Contractor shall provide evidence of qualifications for any personnel performing work under contract upon request.
- j. Owner (and/or Owner's Representatives) reserves the right to direct the removal from the site of any person, equipment and/or entity which displays inappropriate behavior, including but not

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limited to, alcohol consumption, drugs, fighting, intimidating or disruptive behavior, vandalism, theft, improper storage, illegal acts, unfit persons, etc.

k. Construction Personnel:

- Contractor will need to provide Within five (5) days of receipt of Notice to Proceed an approved background check from an approved testing agency directly to the Owner for all construction personnel. Approved NJ School background check agency is IdentoGO by MorphoTrust USA. <https://nj.ibtfingerprint.com/>
- Contractor is required to provide background checks performed within the last year on all personnel who will be working on the project for Owner's review and acceptance.
- No employee of a contract service provider shall commence work at a school facility without having first obtained an approval for employment from the Office of Student Protection (OSP).
- Approvals for employment for these types of contracted employees shall be maintained with the Contractor's liaison, with copies forwarded to the Superintendent's Office.
- Construction personnel will be required to have a picture ID and approved background check to receive a construction badge allowing them to perform work on-site. Driver's license and State issued ID are examples of approved picture IDs.
- Construction personnel will be required to sign-in and out of each school's main office and follow all access requirements as directed by the school. All access must be scheduled and coordinated in advance with the Owner.

23. Owner Occupancy

- a. Normal School Year - Owner intends to maintain full educational program during the normal school year throughout duration of Project, and will make full use of buildings and sites, unless otherwise specified. School and special activities will be conducted within buildings and on site after regular school hours and on weekends during the normal school year.
- b. The Contractor shall maintain free access for Owner's personnel to building and site areas not scheduled for alteration or dimensional change.
- c. It shall be understood that the surrounding buildings and property will be partially occupied and utilized during the period of this construction. No spaces or buildings will be without heat, ventilation, power or other services without the prior approval of Owner. The building involved in this project is on a public school site, and will be occupied with staff and students. At times the school is in session, there will be morning drop off and afternoon pick up by buses and cars. Contractor must coordinate deliveries and the construction process around these and other school activities. Contractor is responsible for communicating construction activities on site, daily, with the Owner to schedule construction activities and occupancies around areas under construction.
- d. The contractor is responsible to pay for custodial time if they need to work outside the designated work hours to meet the project schedule or to avoid interference with Owner operations, and access to existing facilities is needed.

24. Bid Security and Consent of Surety

- a. Each Bid must be accompanied by a Certified Check, Cashier's Check or Bid Bond payable to the Monmouth County Vocational School District Board of Education in the amount of 10% of the bid, but not in excess of \$20,000.00.
- b. The bid must also be accompanied by a certificate from a Surety Company authorized to do business in the State of New Jersey certifying that said Company will provide the Bidder with the bonds required by these Instructions, in the event that the Bidder is awarded the Contract, which is commonly referred to as a "Consent of Surety"
- c. Failure to sign the bid bond by either the Surety or Principal, and/or failure to submit the properly executed bid bond with the bid package, shall be deemed cause for disqualification and rejection of the bid.

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- d. Failure to sign the Certificate (Consent) of Surety by either the Surety or Principal, and/or failure to submit the properly executed Certificate (Consent) of Surety with the bid package, shall be deemed cause for disqualification and rejection of the bid.
- e. After Bid Opening, bid security will be returned in accordance with N.J.S.A. 18A:18A-36.
 - 1) The bid security except the security of the three apparent lowest responsible bidders shall be returned after 10 days of bid opening, Sundays and holidays excepted, if requested by the bidder.
 - 2) Within 3 days, Sundays and holidays excepted, of awarding the contract and approval of the contractor's performance bond, the bid security of the remaining unsuccessful bids shall be returned.
- f. The Surety Company for any bid bond submitted pursuant to paragraph A above shall be a corporate surety licensed and authorized to do business within the State of New Jersey. If an attorney-in-fact signs a bid bond, performance bond, payment bond, maintenance bond or certificate of surety, a certified and effectively dated copy of the power-of-attorney shall accompany each bond or consent.
- g. If the successful bidder fails to furnish the required Contract Documents and all guarantees including Performance Bond and Labor and Material Bond, insurance and other items required within ten (10) days from the date of notification of acceptance of his Bid, the bidder will be in default, the award of the contract may be rescinded and awarded to the next lowest responsible bidder. In such event, the bid security shall be retained by the Owner and executed upon for the difference between the rescinded contract and the contract awarded. If the additional cost is less than the bid security, any excess will be refunded to the defaulted contractor. If the additional cost of the contract awarded to the next lowest bidder exceeds the bid security, the defaulted contractor shall be liable to the Owner for all excess costs incurred as a result of the default.

25. Performance Bond and Payment Bond, and Maintenance Bond

- 1. Bond Requirements:
 - a. The successful Bidder shall furnish and maintain a Performance Bond and Labor and Material Bond in the amount of at least 100 percent of the Contract Amount expressed in words and figures as a specific number of dollars with all premiums therefore paid by Bidder. Simultaneously with the delivery of the executed contract, the contractor shall deliver, to the Owner, the required Performance Bond and Payment Bond, and a letter from the Surety Company stating that it will provide the Contractor with a Maintenance Bond. If the work is to be commenced prior thereto, in response to a letter of intent or a notice to proceed, the Contractor shall, prior to the commencement of the work, submit evidence, satisfactory to the Owner, that such bonds will be furnished.
 - b. Maintenance Bond: In the amount of 10% of the Contract for the maintenance of any defect which may develop during a period of one year from the Date as provided for in the contract for the work performed, provided such defects, in the judgment of the Owner, are caused by defective or inferior materials or workmanship. (Note: That this bond is required in addition to other bonds that may be required in other sections of this Specification.) Bond to be submitted at time of final payment. The form of the maintenance bond shall be pre-approved by the
 - c. Owner and the terms and conditions of said maintenance bond must be satisfactory to the Owner in its sole discretion.
 - d. The bonds shall be executed by a responsible surety licensed in the State of New Jersey with an A.M. Best's rating of no less than A / VII. Bonds shall be obtained from a surety satisfactory to the Owner and listed in the latest issue of the U.S. Treasury Circular 570. Refer to 11.5.1 of the General and Supplementary General Conditions.
 - e. Attorneys-in-fact who sign bonds must file with each bond a certified copy of their power of attorney to sign the bond.
 - f. Bonds shall be subject to the Owner's approval, conform to the requirements of N.J.S.A. 2A:44-133 through 147 and be issued by a corporate surety authorized to do business in New Jersey as of the date the contract is signed. If, at any time, the performance bond and/or payment bond shall cease to be

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adequate security for the Owner, the Contractor shall furnish, at no expense to the Owner, a new or additional bond satisfactory to the Owner within seven (7) days after receipt of notice to do so.

2. Time of Delivery and Form of Bonds:

- a. Deliver required bonds prior to beginning construction activity at the site, but no later than (10) business days after the "Notice of Award".
- b. Use AIA Document A312, Performance Bond and Labor and Material Payment Bond, unless otherwise approved by Owner.
 - 1) Paragraph 6 of the AIA Document A312, Performance Bond and Labor and Material Bond is deleted in its entirety and replaced with the surety company's modification if, and only if, the modification has been approved by the Owner's attorney.

26. Equivalents: The use of manufacturer's brand names, catalog numbers, and similar proprietary identifying data in the Contract Documents is intended to establish a standard of quality, appearance, and function for those items. It is not the intention of the District to eliminate from consideration products that are equivalent in quality, appearance and function to those specified.

Equivalent Goods: 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:

The Architect, 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 (v) the goods do not cost the Board more than the brand name goods specified herein costs the Board.

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 Architect to determine that the goods are equivalent to or exceed the standards of 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;

The Architect 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 Architect shall be the sole judge of acceptability. No "or-equal" goods shall be ordered, delivered, assembled, set-up or utilized until the Board's evaluation is complete. The Architect's determination as to equivalency shall be deemed final and absolute.

- a. Equivalents Products (Basis of Design): Should the Bidder wish to substitute equivalent materials or products that are listed in the Project Manual as the Basis of Design, the Bidder shall submit all documents along with its Bid pursuant to the instructions above. Equivalency determinations shall NOT be made prior to the Bid opening date and time.

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1) If a Bidder proposes to use materials or products other than those listed in the Project Manual as the basis for design, complete and submit the Equivalent Listing form with the Bid for evaluation by the Architect and Owner. The completed Equivalent Listing form, of proposed equivalent products, must include the following information:

- (a) Applicable Project Manual section numbers and paragraph number.
- (b) Proposed manufacturer's name, product brand name, and manufacturer's catalog/model number.
- (c) Any aspect of the Contract Documents that cannot be complied with by the manufacturer or supplier of the proposed equivalent product.
- (d) Information outlined in paragraph a, above.

2) Failure to list and identify proposed equivalents shall be deemed to mean that the Bidder will furnish the materials or products indicated in the Contract Documents.

3) The Architect shall make the determination as to equivalency after they have had an opportunity to thoroughly review the documentation submitted by the Bidder and after all of the Bids have been received.

4) 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.

27. Taxes: School Projects are exempt from New Jersey State Tax, however, Contractors and Subcontractors are required to comply with New Jersey Sales and Use Tax, in accordance with P.L. 1966, c.30 (c.54:32B-1 et seq.) and P.L. 2004, c.57. Forms and additional information are available from the New Jersey State Tax Department. No allowance will be made by the Board for any such taxes paid by the Contractor or Subcontractor arising out of the applicability of the New Jersey Sales and Use Tax.

28. Article 6 - Bidder's Representations

1. By submitting a Bid at the specified Bid Opening Date and Time, each Bidder represents that he:

a. Has visited and thoroughly inspected the site and has fully informed himself of the conditions relating to the Project,

b. Has received, read, and is thoroughly familiar with the Contract Documents and any Addenda issued, that the specifications, drawings, addenda and bulletins are adequate and the required result can be produced under the specifications, drawings, addenda, and bulletins. No claim for any extra will be allowed because of alleged impossibilities in the production of the results specified or because of the unintentional errors or conflicts in the drawings, specifications, addenda and bulletins.

The specifications, drawings, addenda, and bulletins shall be considered as a whole and shall not be separated during the bidding or construction period. Division of Specifications into Divisions and Sections is solely for organization and is not intended to define trade responsibilities, unless specifically stated. Each Contractor shall be held responsible for reviewing and understanding the relationship between his work and the work of other Contracts by becoming thoroughly familiar with the drawings, specifications, addenda and bulletins of other contracts.

c. All bidders shall determine that they can secure the necessary labor and equipment and that the materials they propose to use will comply with the requirements contained in the Specifications and can be obtained by them in the quantities and at the time required.

d. Has prepared his Bid based on the materials, equipment and systems specified on the Contract Documents or equivalents.

e. 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

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Specifications, Drawings, and other Contract Documents be incomplete, the Bidder shall notify the Architect 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, and other Contract Documents supplied it for bidding purposes are full and complete and as a waiver of any subsequent claim to the contrary.

2. Failure to have taken the actions described in Paragraph 1 of this article will not relieve a successful Bidder of his obligation to complete the Work of his Prime Contract as specified in the Contract Documents. A claim of mistake or omission will likewise not excuse a bidder from any obligation under his bid. The submission of a bid will be considered conclusive evidence that the bidder has made such an examination.

3. Drawings and Project Manual: The Drawings and Project Manual are to provide for the complete construction of the Project and are intended to complement and supplement each other. Any work required by either of them and not by the other shall be performed as if denoted both ways.

4. Insofar as possible, the Bidder agrees to employ such means and methods in carrying out Work of his Prime Contract as will not cause any interruptions of, or interference with, any other project being accomplished at the site, or the Districts normal operations.

29. Classification of Bidders

1. For all School Facilities Projects, irrespective of project cost, all bidders and those subcontractors in the five (5) major branches of work (general construction, plumbing and gas fitting work, heating and ventilating systems and equipment, electrical work and structural steel and ornamental iron work) and in all specialty trades for which classification is required, must be classified by the DMPC pursuant to N.J.S.A. 18A:7G-33 et seq. as to trade or work classification and aggregate rating limit, on which they may submit bids. The bidder shall submit as to the bidder and each of the subcontractors for the major branches of work, an Affidavit of No Material Adverse Change together with a Notice of Classification and a Total Amount of Uncompleted Contracts (DPMC Form 701) from the Division of Property Management and Construction.

2. All bidders shall furnish satisfactory evidence that they and their subcontractors have sufficient means and experience in the type of work to complete the project in accordance with the bid specifications. A subcontractor listing and bidder's personnel and experience sheet shall be submitted to the Board as part of the bidding documents. Where the bidder intends to subcontract **any** portion of the project to one or more of the major trades, **the subcontractor(s) shall be classified to perform the work and the bidder shall submit the requisite documentation pertaining to the subcontractor(s) in accordance with paragraph A above.** The Board may make such additional investigations as it deems necessary to determine the ability, competence, and financial responsibility of the bidders to perform their work. The bidder shall furnish the Board with the information and data for this purpose upon request. The Board reserves the right to reject any bid if the information fails to establish to the Board's satisfaction that the bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

3. All bidders shall furnish the Board with a list of at least three (3) municipalities public entities or public school districts in the State of New Jersey for which it has completed similar work. The list shall include the year the work was performed and the name, address, and telephone number of the duly authorized representative of the public entity.

4. All Bidders must complete, sign, and submit the "Affidavit Regarding List of Debarred, Suspended or Disqualified Bidders" which is included with the Bid forms.

5. Bidders are warned that the General and Supplementary Conditions and other provisions of the Contract Documents will be rigidly enforced.

30. Consideration of Bids

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1.. Award of Contract: The Board reserves the right to reject any or all bids and waive any informality in the bidding process if it is in the best interest of the Board of Education and in accordance with applicable law. The lowest responsible bidder(s) shall be determined in accordance with statute. The Owner shall have the right to determine which alternates, if any, shall be included in the final determination. The add or deduct amounts of any alternates selected by the Owner shall be included in a consistent manner in all bid tabulations.

Determination of the apparent low bidder will be based upon the Base Bid amount together with the additions or deductions for those Alternates selected by the Board of Education.

a. A decision on whether the contract will be awarded and to whom it will be awarded shall be made within sixty (60) days from the date the bids are opened. The contract, if awarded, shall be awarded to the lowest responsible bidder whose bid is responsive, in all material respects, to these specifications. Whenever two or more bids are equal, the Board has the absolute discretion to award the contract to either bidder. The Board shall articulate in its resolution, its rationale in awarding the bid.

b. If the lowest responsible bidder is not a resident of the State of New Jersey, then the bidder shall designate a proper agent in the State upon whom process may be served as a condition precedent for the awarding of the contract. If the lowest responsible bidder is a foreign corporation (incorporated outside the State of New Jersey) then the awarding of the contract and payment of consideration thereunder is conditioned upon the bidder filing a Certificate of Authority to transact business in the State of New Jersey and complying with the provisions of N.J.S.A. 14A:13-1 et seq.

c. After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division of Public Contracts Equal Employment Opportunity Compliance, an initial project workforce report (Form AA 201) 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. **If the construction Contractor does not submit Form AA-201 as required herein, the Board of Education will declare the contractor non-responsive, rescind the award and award the contract to the next lowest responsible bidder.**

31. Bid Rejection:

- a. The Owner requires that all Bids comply with the specified bidding requirements.
- b. The Owner reserves the right, to reject all Bids in accordance with N.J.S.A. 18A:18A-22. No oral, telephone or data transmitted modifications will be considered;
- c. In rejecting a Bid, the Owner does not forfeit its right to accept the Bid of an individual Bidder for any other prime contract contained in this Project; and the rejection of a Bid is not necessarily a finding by the Owner of any facts or circumstances which would preclude that Bidder from bidding on future projects, or from being an acceptable subcontractor on any portion of this Project.
- d. Failure to complete, execute, and submit the bid forms and documents shall result in the bid NOT being accepted.

32. 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 agrees to be responsible for payment of reasonable legal costs and fees incurred by the Board relating to said protest.

33. Progress Payments: In addition to the retainage specified in the contract documents, the Owner reserves the right to withhold on account of subsequently discovered evidence, the whole or part of any monthly payment to such extent as may be necessary to protect against loss on account of defective work not remedied or any form of payment claims against the contractor that may subsequently have accrued. This provision is a permissible exception to the requirements set forth in N.J.S.A. 2A:30A-2. All disputes regarding whether a party has

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failed to make payments pursuant to N.J.S.A. 2A:30A-1 et seq. may be submitted to a process of alternative dispute resolution.

34. Final Acceptance: The retainage as specified in the contract documents shall be withheld until the Owner approves the Architect's determination that the work has been satisfactorily completed and no unsettled claims exist. The final acceptance shall not be binding or conclusive upon the Owner should it subsequently discover that the contractor has supplied inferior material or workmanship or has departed from the terms of his contract. Should such a condition appear the Owner shall have the right, notwithstanding final acceptance, and payment, to cause the work to be properly done in accordance with the drawings and specifications at the cost and expense of the contractor.

35. Payment Schedule: Upon the presentation of a duly executed voucher, the contract amount shall be paid within 60 days of completion of the project, including the submission of an application for payment approved by the Architect, all closeout documents, training sessions, and the production of the maintenance bond, manufacturer's warranty and release of lien or as provided below. A certificate requesting payment with the attached documentation, shall be submitted on or before the billing date. In accordance with N.J.S.A. 2A:30A-2, the billing date is established fourteen (14) days prior to the regular meeting of the Owner. Notwithstanding the above, pursuant to N.J.S.A. 2A:30A-1 et seq. (the "Act"), a public or governmental entity that requires the entity's governing body to vote on authorizations for each periodic payment, final payment, or retainage monies, such as the Owner, is excepted from the timing requirements of the Act. Accordingly, the Owner shall not approve the Contractor's Application for Payment until it is certified by the Architect in accordance herewith and shall not approve the Contractor's Certified Payment Application until the next scheduled public meeting of the Owner following the Owner's receipt of the Certified Payment Application from the Architect. The Owner shall not make payment to the Contractor for the Certified Payment Amount until the Owner's subsequent payment cycle following its approval of the Payment Application. In the event the total cost of project exceeds \$100,000, partial payments shall be made in accordance with the contract documents, which provisions are permissible exceptions to the requirements set forth in N.J.S.A. 2A:30A-2. All disputes regarding whether a party has failed to make payments pursuant to N.J.S.A. 2A:30A-1 et seq. may be submitted to a process of alternative dispute resolution. If the contractor has a performance bond, two percent (2%) of the amount due on each partial payment shall be withheld when the outstanding balance exceeds \$500,000 and five percent (5%) of the amount due on each partial payment shall be withheld when the outstanding balance is \$500,000 or less.

36. Contract Bonds

1. The bidder to whom the contract is awarded shall furnish and deliver a performance bond and labor and materials payment bond, together with power of attorney, each in the full amount of the contract to the Board within ten (10) days from the date of the award as security for the faithful performance of the contract and the payment of all persons furnishing labor and materials for the project. The performance and labor and materials payment bond shall both be maintained in full force and effect until the Board is satisfied that all unpaid claims against the bidder have been resolved.

2. The payment and performance bond shall not be acceptable unless in compliance with the requirements set forth in N.J.S.A. 2A:44-143 et seq. The payment and performance bond shall have attached thereto a Surety Disclosure Statement and Certification to which each surety executing the bond has subscribed. The bond and

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statement and certification shall be complete in all respects and duly acknowledged according to law and shall be forms substantially similar to the form included in these specifications.

3. Prior to the start of the guarantee period and before final payment is made, the bidder shall provide the Board with a maintenance bond, together with power of attorney, in the amount of the contract price to insure the replacement or repair of defective materials or workmanship during the guarantee period.
4. Arrangements have to be made with a surety company licensed to do business in the State of New Jersey to furnish the bidder with a performance/labor and materials bond and maintenance bond if the contract is awarded to the bidder. For contracts in excess of \$850,000, the surety shall be listed on the Treasury Department's most current New Jersey List of Approved Sureties, located at www.state.nj.us/dobi/surety.htm, and be authorized to transact business in the State of New Jersey. A consent of surety, together with a power of attorney, must be submitted with the bid.
5. The costs of the performance bond and the labor and materials payment bond and maintenance bond shall be paid by the bidder.

37. Article 12 – Contract Subject to Applicable Laws

1. All applicable laws, ordinances, rules, and regulations of federal, state, and municipal authorities having jurisdiction over this Project shall apply to the Contract throughout, and will be deemed to be included in the Contract as though herein written out in full. This Project shall be subject to and governed by applicable provisions of New Jersey State Law, including, but not limited to, laws and regulations referenced in Bidding and Contract Documents and the following:

- a. Public Schools Contract Law (PSCL) N.J.S.A. 18A:18A-1et seq
- b. Prequalification of bidders N.J.S.A. 18A:18A-27 et seq, and N.J.S.A. 52:35-1 et seq.
- c. Prevailing wage rates N.J.S.A. 34: 11-56.25 et seq; 34:1B-5.1 et seq., 55:19-55, 55:19-38.
- d. Affirmative action N.J.S.A. 10:5-31 et seq.; P.L. 1975 c. 127.
- e. The Public Works Contractor Registration Act N.J.S.A. 34:11-56.55
- f. Ownership Disclosure Statement N.J.S.A. 52:25-24.2
- g. Affirmative action certification. N.J.S.A. 10:5-31et seq.
- h. Mandatory Language required by N.J.S.A. 10:2-1.
- i. No material adverse change in qualification affidavit N.J.S.A. 18A:18A-32
- j. The Bidders attention is directed to the fact that all applicable federal, state, and municipal laws, ordinances, rules and regulations, including P.L. 1975, c. 127, (N.J.A.C. 17:27) regarding Affirmative Action, of all authorities having jurisdiction over construction work in the locality of the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract as if set forth therein at length.
- k. Pursuant to “The Public Works Contractor Registration Act” (P.L. 1999, c238), bidders and their subcontractors are required to be registered with the New Jersey Department of Labor and to possess a current certificate by said Department indicating compliance with the Act.

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- c. Before submitting a bid the bidder shall fully inform himself as to all applicable federal, state, and municipal laws, ordinances, rules and regulations, of all authorities having jurisdiction over the construction work, insurance, bonds, regulations, wage rates, underwriters approval and shall include in his bid a sum to cover the cost of all items included in the specifications and pertinent documents.
- d. The Owner reserves the right to reject any or all bids and not award a contract for any portion of the Project if the Owner has not obtained the requisite approval for the Project or any portion thereof from the appropriate state agency. Any agreement entered into by the Board for any portion of the Project is expressly conditioned upon the Owner obtaining the requisite approval for the Project or any portion thereof. The Board reserves the right to terminate the agreement if the Owner has not obtained the requisite approval for the Project or any portion thereof from the appropriate state agency.

38. Miscellaneous Provisions

a. Owner's Right to Occupancy

- 1. The Owner reserves the right to occupy any portion of the premises prior to the completion and acceptance of the project.
- 2. The occupancy of any portion of the premises does not constitute an acceptance of any work nor does it waive the Board's right to demand completion of the work in accordance with the contract documents or pursue any remedy it may have under contract or law.
- 3. All personnel or agents of the Contractor shall observe all rules and regulations in effect at the Owner's premises. Employees or agents of the Contractor, while on the Owner's property, shall be subject to the control of the Owner, but under no circumstances shall such persons be deemed to be employees or agents of the Owner. Contractor's personnel are required to sign in at the Main Office each time they report for service.
- 4. Contractor's personnel are not to engage in any activities with the students, staff or other Owner's employees unless duly authorized to do so in writing by the Business Administrator or Superintendent. Contractor's personnel are to wear uniforms whenever possible. All contracted personnel are required to wear identification badges identifying the individual and the firm for which they are employed. Contractors shall assume full responsibility for the actions of all personnel in their employ. Contractors shall maintain proper supervision of the work in progress at all times.
- 5. All personnel used by the Contractor for the performance of this work shall be properly trained and qualified for work of this type and shall have at least the minimum ability and experience for his classification. Owner reserves the right to refuse to accept services from any personnel deemed by the Owner or its representative to be unqualified, disorderly, or unable to perform assigned work. The Contractor shall provide evidence of qualifications for any personnel performing work under contract upon request.

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- 6. Owner (and/or the Owner’s Representatives) reserves the right to direct the removal from the site of any person, equipment and/or entity which displays inappropriate behavior, including but not limited to, alcohol consumption, drugs, fighting, intimidating or disruptive behavior, vandalism, theft, improper storage, illegal acts, unfit persons, etc.
 - 7. The successful bidder shall at all times enforce strict discipline and good work order among his/her employees and subcontractors and shall not employ on the work force any unfit person or anyone not skilled in the task assigned.
- b) The successful bidder shall maintain the job sites in a clean, safe, and secure manner at all times. This shall include all hours when Work is not in progress including but not limited to days, evenings, and weekends.
 - c) The successful bidder shall secure all certificates of inspection and of occupancy that may be required by the authorities having jurisdiction over the work of the respective contract and shall deliver same to Owner upon completion of the work. All work is to be performed in accordance with OSHA safety requirements.
 - d) It shall be understood that the surrounding buildings and property will be partially occupied and utilized during the period of this construction. No spaces or buildings will be without heat, ventilation, power or other services without the prior approval of Owner. The building involved in this project is on a public school site, and will be occupied with staff and students.
 - e) The contractor is responsible to pay for custodial time if they need to work outside the designated work hours to meet the project schedule or to avoid interference with Owner operations, and access to existing facilities is needed.
 - f) Owner (and/or the Owner’s Representatives) reserves the right to direct the removal from the site of any person, equipment and/or entity which displays inappropriate behavior, including but not limited to, alcohol consumption, drugs, fighting, intimidating or disruptive behavior, vandalism, theft, smoking, improper storage, illegal acts, unfit persons, etc.
 - g) Construction Personnel:
 - 1. Contractor will need to provide Within five (5) days of receipt of Notice to Proceed an approved background check from an approved testing agency directly to the Owner for all construction personnel. Approved NJ School background check agency is IdentGO by MorphoTrust USA.
<https://nj.ibtfingerprint.com/>
 - 2. Contractor is required to provide background checks performed within the last year on all personnel who will be working on the project for Owner’s review and acceptance.
 - h) No employee of a contract service provider shall commence work at a school facility without having first obtained an approval for employment from the Office of Student Protection (OSP).
 - i) Approvals for employment for these types of contracted employees shall be maintained with the Contractor’s liaison, with copies forwarded to the Superintendent’s Office.
 - j) Construction personnel will be required to have a picture ID and approved background check to receive a construction badge allowing them to perform work on-site. Driver's license and State issued ID are examples of approved picture IDs.
 - k) Construction personnel will be required to sign-in and out of each school’s main office and follow all access requirements as directed by the school. All access must be scheduled and coordinated in advance with the Owner.

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- 1) All Contractor Employees shall wear construction badges at all times while on-site, NO EXCEPTIONS.

39. Performance Evaluation: In accordance with N.J.S.A. 18A:18A-15, when the entire cost of the Project will exceed \$20,000.00, the Board, through its authorized agent, shall upon completion of the contract report to the department as to the contractor's performance, and shall also furnish such report from time to time during performance if the contractor is then in default.

The district shall continually monitor the contractor's performance to assure that time schedules are being met and that the completion of the school facilities project will occur in a timely, efficient and effective manner. In the event of noncompliance, including but not limited to, default of any contracted party under any contract, or in the event of a breach of warranty with respect to any contract, the district shall reasonably exhaust the remedies against the defaulting contracted party and against each such surety for the performance of such contracts. The district shall diligently prosecute or defend any action or proceeding, or take any other action involving the contracted party that the district deems reasonably necessary.

The performance of contractors engaged by the district for the school facilities projects shall be evaluated by the district at all times. This evaluation shall consider, among other things, the contractors' ability to deliver and complete the school facilities project within the specified time frame and budget established by the district and consistent with the requirements of the contracts.

40. Warranty: In addition to the warranties set forth in the contract documents, the Bidder warrants that:

- 1. All materials and equipment furnished under this contract shall be new unless otherwise authorized by the Board. Any applicable manufacturer's warranties shall be transferred to the Board.
- 2. Title to all work, materials and equipment will pass to the Owner free and clear of all liens, claims, security interests or encumbrances.
- 3. All materials, equipment and work will be furnished in a workmanlike (Industry Standard) manner and be of good quality, free from faults and defects, and will be in conformance with the contract documents and all applicable federal and state statutory requirements and administrative regulations. A one (1) year guarantee of the materials, equipment and work shall commence from the date of substantial completion of the project.
- 4. If within one (1) year after substantial completion of the project any portion of the materials, equipment and work is found to be defective or not in accordance with the contract documents, the Contractor shall correct the problem at his own cost and expense. The payment of the contract sum shall not constitute an acceptance of the work not performed in conformance with the contract documents.

41. Liability:

- 1. The Contractor shall assume full responsibility and liability for any and all injuries to any person and any and all damages to any property resulting from or in connection with the project which are caused by any error, omission or negligent act of the Contractor, his agents and employees, and any subcontractor which he may employ.
- 2. The Contractor shall be liable for any and all damages caused by a breach of the terms of the contract documents.

42. Indemnification:

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1. To the fullest extent permitted by law, the successful bidder (also referred to herein as the “Contractor”) shall indemnify and hold harmless the Monmouth County Vocational School District Board of Educations, the Architect, and their respective agents, officers, employees and servants, from any and all claims, demands, suits, damages, costs and expenses, including reasonable attorney's fees, whether or not caused, in part by any party indemnified hereunder, arising out of or in any way related to the project, and including but not limited to the following:

- a. the acts or omissions of the Contractor, its agents, servants, officers, employees, subcontractors, subconsultants or any other person working at the Contractor's request, subject to is discretion, or on its behalf;
- b. the loss of life or property, or injury or damage to the person, body or property of any person or persons whatsoever, that arises or results directly or indirectly from performance of the work or delivery of deliverables by the Contractor, its agents, servants, officers, employees, subcontractors, subconsultants, or any other person acting at the Contractor's request, subject to its direction, or on its behalf, including any claims arising out of or resulting from the Contractor’s payment or nonpayment to subcontractors, sub-subcontractors, suppliers, fabricators, sources of supply, articles, devices, fixtures, pieces of equipment, materials, processes proposed for each item of work (referred to herein and elsewhere in this agreement as “subcontractors and materials suppliers”);
- c. any negligence, default, breach, or errors or omissions of the Contractor, its agents, servants, officers, employees, subcontractors, subconsultants, or any other person acting at the Contractor's request, subject to its direction, or on its behalf;
- d. violation or non-compliance, with federal, state, local, municipal laws and regulations, ordinances, building codes (including without limitation the Americans with Disabilities Act, OSHA, Environmental Protection Act) arising from the performance or non-performance of; or arising out of conditions created or caused to be created by, the Contractor, its agents, servants, officers, employees, subcontractors, subconsultants, or any other person acting at the Contractor's request, subject to its direction, or on its behalf;
- e. the use, misuse or failure of any equipment, workmanship, and materials, and
- f. the use of copyrighted or uncopyrighted materials, composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the work.
- g. The indemnified parties themselves may defend, at the Bidder's expense, from any claim or lawsuit or the indemnified parties may elect to have the Bidder provide the indemnified parties with legal representation at the Bidder's own expense.
- h. The Indemnification obligations of the Contractor shall be deemed to include the indemnification obligations of the Contractor's subcontractors and suppliers.
- i. The indemnification obligations of the Contractor shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Such obligation shall not be construed to negate, abridge or diminish other rights or obligations of indemnity which would otherwise exist as to any party or person indemnified herein.
- j. The provisions of this section entitled “Indemnification” shall survive the termination of the contract documents.

43. Release of Liens: Neither the final payment nor any part of the retained percentage shall become due until the Contractors shall deliver to the Owner a complete Release of All Liens and

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Indemnification, arising out of this Contract and an affidavit that so far as he has knowledge or information, the releases include all labor and material for which a lien could be filed, but the Contractor may, if any subcontractor refuses to furnish a release in full, furnish a bond in such form and amount satisfactory to the Owner, to indemnify the Owner against any liens. If any claim remains unsatisfied after all payments are made, the Contractor shall indemnify, defend and hold harmless the Owner and refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fees.

44. Receipted Bills for Materials, Etc.: It is hereby understood and agreed that no payments after the first payment shall be made by the Owner to any contractor for materials delivered and accepted during any month covered by this contract or any work done or labor furnished during the same period, unless and until receipts and any and all other vouchers showing payment by the Contractor for materials and labor, including payments to subcontractor from the preceding payment to Contractor on the same basis set forth in the Certificate for Payment, having been filed with the Owner and annexed to the Certificate covering said payment applied for; anything to the contrary in any of the Contract Documents referred to herein notwithstanding.

It is further agreed and understood that the General Contractor will require all subcontractors within thirty (30) days after any payment is made to subcontractors to submit sufficient proof of payment, covering both labor and material men so that the Contractor is satisfied that no stop notices can be filed against him for any money due the subcontractor or their labor or materialmen.

45. Pay to Play Disclosure:

- a) The contractor is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.
- b) Award of Contract – Reportable Contributions – N.J.A.C. 6A:23A-6.3 (a) (1) “No board of education will vote upon or award any contract in the amount of \$17,500 or greater to any business entity which has made a contribution reportable by the recipient under N.J.S.A. 19:44A-1 et seq. to a member of the board of education during the preceding one-year period.
- c) Contributions During Term of Contract – Prohibited – N.J.A.C. 6A:23A-6.3 (a) (2-3) “Contributions reportable by the recipient under P.L. 1973, c.83 N.J.S.A. 19:44A-1 et seq. to any member of the school board from any business entity doing business with the school district are prohibited during the term of the contract.”
(a) “When a business entity referred in (a) (2) above is a natural person, contribution by that person's spouse or child that resides therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.”
- d) Chapter 271 Political Contribution Disclosure Form – Required – N.J.A.C. 6A:23A-6.3 (a) Pursuant to N.J.S.A. 19:44A-20.26 (a), all business entities shall submit with their bid/proposal package a completed and signed Chapter 271 Political Contribution Disclosure Form (See Appendix U). The Chapter 271 form will be reviewed by the Board to determine whether the business entity is in compliance with the aforementioned N.J.A.C. 6A:23A-6.3 (a) (2) Award of Contract. It is noted that the disclosure requirements set forth in Section 2 of P.L. 2005 c. 271 (N.J.S.A. 19:44A-20.26) also shall apply when the contract is required by law to be publicly advertised for bids.
- e) The Board of Education has provided a Chapter 271 Political Contribution Disclosure Form within the specifications package for use by the business entity. The Board has also provided a list of agencies with the Disclosure Form to assist the contractor. The enclosed list of agencies is provided to assist the contractor in

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identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

(a) The enclosed Chapter 271 Political Contribution Disclosure form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

1. **Waiver:** No action or failure to act by the Board shall constitute a waiver of any right it may have under the terms of this contract.

46. Laws: The Contractor shall comply with all applicable laws, statutes, regulations, and ordinances and any order issued by any governmental entity. This contract shall be governed by the laws of the State of New Jersey.

47. Harassment, Intimidation and Bullying: Pursuant to P.L. 2010, c.122, all contracted service providers, defined as any organization that is a party to a contract or agreement for services with the Board, and all employees of contracted service providers are required to comply with the provisions of the District's anti-bullying policy. Contracted service providers and their employees shall verbally report any act of harassment, intimidation or bullying of a student on the same day on which the act was witnessed, or on the same day on which reliable information that a student has been subject to harassment, intimidation or bullying was received, and shall report the same in writing within two (2) school days. All verbal and written reports of harassment, intimidation or bullying of a student shall be made to the school principal or to any school administrator or safe schools resource officer.

Reports may be made anonymously in accordance with the reporting procedure as set forth in the anti-bullying policy. The District's anti-bullying policy is available on the District website.

48. Law Against Discrimination: The Bidder (Contractor) agrees to comply with the anti-discrimination provision of N.J.S.A. 10:2-1 et seq., the Laws Against Discrimination, N.J.S.A. 10:5-1 et seq. and N.J.A.C. 17:27-1.1 et seq. as set forth at length in Exhibit B attached hereto and made a part hereof. A complete copy of the regulations, N.J.A.C. 17:27-1 et seq., are available upon request or online at http://www.state.nj.us/treasury/contract_compliance/pdf/njac_17_27_ac.pdf.

49. N.J.S.A. 10:2-1. Antidiscrimination provisions:

Antidiscrimination provisions. Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

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

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national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women’s business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

50. Debarment, Suspension and Disqualification of a person

All Contracted Parties shall insert into all their Contracts with all Sub-consultants and Subcontractors, a clause stating that the Contracted Party, its Subconsultants or Subcontractors may be debarred, suspended, or disqualified from contracting and or working on the School Facilities Project if found to have committed any of the acts listed in N.J.A.C. 17:19-3.1 et seq and 6:20- 6.7 et seq.

a) N.J.A.C. 17:19-3.2: (Debarment, Suspension and Disqualification of a person(s))

(a) In the public interest, the Division of Property Management and Construction shall debar a person for any of the following causes:

- (1) Commission of a criminal offence as an incident to obtaining or attempting to obtain a public or private contract, or subcontract there under, or in the performance of such contract or subcontract;
- (2) Violation of the Federal Organized Crime Control Act of 1970, or commission of embezzlement, theft, forgery, bribery, falsification or destruction or records, perjury, false swearing, receiving stolen property, obstruction of justice or any other offense indicating a lack of business integrity or honesty;
- (3) Violations of the Federal or State antitrust statues, or the Federal Anti-Kickback Act (18 U.S.C. 874, 40 U.S.C. 276b, c);
- (4) Violations of any of the laws governing the conduct or elections of the Federal Government, State of New Jersey or of its political subdivision;
- (5) Violation of the “Law Against Discrimination” (P.L. 1945, c.169, N.J.S.A. 10.5-1 et seq., as supplements by P.L. 1975, c.127), or of the act banning discrimination in public works employment (N.J.S.A. 10.2-1 et seq.), or the act prohibiting discrimination by industries engaged in defense work in the employment of person therein (P.L. 1942, c.114, N.J.S.A. 10:1-10 et seq.);
- (6) Violations of any laws governing hours of labor, minimum wage standards, prevailing wage standards, discrimination in wages or child labor;
- (18) Causing or influencing or attempting to cause or influence, any State officer or employee or special State office or employee to use, or attempt to use, his or her position to secure unwarranted privileges or advantages for the vendor or any other person.

51. New Jersey prevailing Wage Act

All Construction Contracts shall contain provisions that the Contractor and Subcontractor(s), as applicable, shall comply with the New Jersey prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.

a) The Owner shall not award any contract to a Contractor or Subcontractor who is listed or who is on record with the Office of the Commissioner of Education and/or the Department of Labor and Workforce Development, as having failed to pay prevailing wages in accordance with the Prevailing Wage Act. Each Contractor and Subcontractor is required:

(a) To comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.47, and pay all workmen and/or subcontractors performing services in connection with the project not less than the prevailing rate of wages as determined by the State Department of Labor and Industry.

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- (b) To contact the State Department of Labor and Workforce Development to verify the prevailing wage rates applicable to the project.
- (c) To furnish the Board with an affidavit stating that all workmen have been paid in accordance with the New Jersey Prevailing Wage Act.
- (d) Upon request, file verified written statements with the Owner certifying the amounts then due and owing to any and all workmen for wages due on account of the work and the names of the persons whose wages are unpaid and the amount due to each.
- (e) To submit weekly payroll forms in full compliance with the Prevailing Wage Act.
- (f) To keep an accurate record showing the name, craft or trade and actual hourly rate of wages paid to each workman employed by him in connection with the project. Records shall be preserved for two (2) years from the date of payment.
- (g) To post the prevailing wage rates for each craft and classification involved in the work, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the project and at such place or places as are used to pay workmen their wages.
- b) In the event that it is found that anyone employed by the Contractor, or any Subcontractor has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the Owner may terminate the Contractor's right to proceed with the work or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The Contractor and his Sureties shall be liable to the Owner for any excess costs occasioned thereby.

52. Access and Record Retention

- a) The successful bidder shall permit Owner to investigate, audit, examine and inspect in such manner and at such times as Owner and their agents deem necessary.
- b) The successful bidder shall permit the Unit of Fiscal Integrity, Department of Community Affairs, Department of Education, the Department of Labor and their duly authorized agents to investigate, audit, examine and inspect in such manner and at such times as the Unit of Fiscal Integrity, Department of Community Affairs, the Department of Education, the Department of Labor and their agents deem necessary. The Unit of Fiscal Integrity shall have the right to have access to all work product produced in connection with audits made by the District or its accountant or by the contracted parties or their accountants.
- c) The successful bidder shall keep those records and accounts for the school facilities project as necessary in order to evidence compliance with the Educational Facilities Construction & Financing Act, N.J.S.A. 18A:7G-1 et seq. the Public-School Contracts Law, N.J.S.A. 18A:18A-1 et seq., the grant agreement, and all applicable regulations and requirements. Financial records, supporting documents, and all other records of the successful bidder which relate in any way to the school facilities project and/or to the grant shall be retained for ten (10) years following closeout, provided however, if any litigation, claim, or audit relating to the school facilities project and/or to the grant is commenced prior to closeout. Such records and documents shall be retained until all litigation, claims or audit findings involving the records have been fully resolved.

53. Record Maintenance

Pursuant to N.J.A.C. 17:44-2.2, the Contractor shall maintain all documentation related to products, transactions, or services under this Contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

54. Non-Collusion

- a. No official or employee of the Board who is authorized in his or her official capacity to negotiate, make, accept, or approve or to take part in such decision regarding a contract in connection with a school facilities project shall have any financial or other personal interest in any such contract. The Board and its officers and employees shall comply with the School Ethics Law, N.J.S.A. 18A:12-21 et seq. and N.J.A.C. 6A:28. 2.
- b. No bidder shall directly or indirectly enter into any agreement, participate in any collusion or otherwise take any action in restraint of free, competitive bidding in connection with this project.

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- c. A form affidavit of non-collusion is included as part of the bidding documents and must be completed by the bidder.

55. Disclosure of Investment Activities In Iran

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 enclosed in the bid to attest, under penalty of perjury, that the person or entity, or one of the person or entity, or one of the person or entity’s parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Board finds a person or entity to be in violation of the principles which are the subject of this law, they shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

56. New Jersey Business Registration

- a. Pursuant to N.J.S.A. 52:32-44, the Owner (“Contracting Agency”) 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.
- b. Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).
- c. 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 Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.
- d. 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 Contracting Agency 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>.
- e. Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.
- f. 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.
- g. Business Registration Certificates for the bidder and each of its major sub-contractors must be submitted prior to award of the contract.

57. Bid Attachments: The sealed bid shall include a copy of the following attachments and documents:

- a. Bid Bond / Bid Security
- b. Non-Collusive Bidding Certificate

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MAST – BLDG 23 ADDITION AND ALTERATIONS		GENERAL / SUPPLEMENTARY CONDITIONS

GENERAL/SUPPLEMENTARY CONDITIONS

- c. Certified Corporate Resolution (indicating the Contractor’s intention to submit a bid for the project)
- d. Ownership Disclosure Statement
- e. Affidavit of no material adverse change in qualification pursuant to N.J.S.A. 18A:18A-32 (for Bidder and all listed subcontractors)
- f. Affirmative Action Questionnaire and Certification
- g. Sworn Contractor Certification of Qualifications and Credentials (pursuant to N.J.S.A. 18A:7G-37) (for Bidder and each Major Trade Subcontractor)
- h. Sworn Contractor Certification Regarding Debarment, Suspension, Disqualification
- i. Contractor’s Qualifications Questionnaire
- j. Equipment Certification / Certificate of Bidder Showing Ability to Perform Contract N.J.S.A. 18A:18A-23
- k. Prevailing Wage Affidavit
- l. Certificate of Equal Opportunity
- m. Certificate of Insurance Statement
- n. Equivalent Listing
- o. Subcontractor List
- p. NJDPMC Notice of Classification Form for Contractor and Major Trade Subcontractors
- q. NJDPMC Total Amount of Uncompleted Contracts Form (Bidder and all Major Trade Subcontractors)
- r. Disclosure of Investment Activities in Iran form
- s. Consent of Surety
- t. Political Contribution Disclosure Form
- u. Business Registration Certificate (or if a foreign corporation a Certificate of Authority to perform work in New Jersey) (to be provided by Bidder and all listed Subcontractors)
- v. Public Works Contractor Registration Act Certificate (Bidder and all listed subcontractors)
- w. Asbestos Acknowledgement Form
- x. Equal Employment Opportunity Mandatory Bid Statement
- y. Attach any valid trade licenses required under applicable New Jersey law

GATE 250651	KJW #4200.8	G/SC - 25
MAST – BLDG 23 ADDITION AND ALTERATIONS		GENERAL / SUPPLEMENTARY CONDITIONS



Melick-Tully
& Associates

A Division of GZA



**SOILS AND FOUNDATION INVESTIGATION
PROPOSED BUILDING ADDITION
MARINE ACADEMY OF
SCIENCE AND TECHNOLOGY (MAST)
Proposed Building Addition
Middletown Township,
Monmouth County, New Jersey**

December 26, 2019
File No. 26.0091942.00

PREPARED FOR:
Kellenyi Johnson Wagner
21 Peters Place
Red Bank, NJ 07701

Melick-Tully & Associates, A Division of GZA
117 Canal Road | South Bound Brook, NJ 08880
732-356-3400

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Melick-Tully
& Associates
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GEOTECHNICAL
ENVIRONMENTAL
ECOLOGICAL
WATER
CONSTRUCTION
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Todd E. Horowitz, P.E., *Associate Principal*

December 26, 2019
File No. 26.0091942.00

Kellenyi Johnson Wagner
21 Peters Place
Red Bank, New Jersey 07701

Attention: Mr. Eric L. Wagner, AIA

Report
Soils and Foundation Investigation
Proposed Building Addition
Middletown Township, Monmouth County, New Jersey
Marine Academy of Science and Technology (MAST)

Introduction

This report presents the results of a soils and foundation investigation performed by Melick-Tully and Associates, a Division of GZA GeoEnvironmental, Inc. (MTA) for a proposed addition to Building No. 23 in the Fort Hancock Historic District of Sandy Hook located in Middletown Township, Monmouth County, New Jersey. The existing building is located adjacent to Magruder Road, west of its intersection with MAST Way. The approximate location of the site is shown on the Site Location Map, Plate 1. Our services were provided in general accordance with our proposal dated July 3, 2019.

Proposed Construction

It is our understanding that historic restoration would be performed on Naval Science Buildings #56 and #23. As part of the proposed restoration, an addition would be constructed adjacent to the eastern building wall of Science Building #23. Based on a sketch provided to us, the proposed addition would be approximately 115 feet by 15 feet in plan area. No further information has been provided at this time; however, information found online indicates that



the building will ultimately contain two floors. The first floor would consist of classrooms, lockers and showers, while the second story would serve as a drill hall/event room.

Purpose and Scope of Work

The purpose of our services was to:

- 1) explore the subsurface soil and groundwater conditions as close as possible to the three locations requested by the structural engineer;
- 2) estimate the relevant geotechnical engineering properties of the encountered materials;
- 3) evaluate the site foundation requirements considering the anticipated structural loads and encountered subsurface conditions;
- 4) recommend an appropriate type of foundation for support of the proposed addition, and provide geotechnical-related foundation design and installation criteria, including an estimate of the Site Class as defined by the International Building Code 2018, New Jersey Edition, for seismic design purposes;
- 5) provide recommendations for the support and the need for subdrainage of the ground level floor slab;
- 6) estimate the post-construction settlements of the recommended floor and foundation systems; and
- 7) discuss appropriate earthwork operations or considerations consistent with the proposed construction and encountered subsurface conditions.

To accomplish these purposes, a subsurface investigation program consisting of three supervised test borings was performed. The borings were completed as close as possible to the locations of the requested borings; however, following completion of Boring 1, we were informed that it was desired to shift Borings 2 and 3 farther away from the building due to potential vibrations associated with the drilling operations. The borings were advanced using mud rotary techniques with an all-terrain vehicle and extended to depths of approximately 27 to 42 feet below grade. One of the items originally indicated in the scope section of our proposal was to install a temporary piezometer in order to obtain stabilized groundwater readings; however, due to logistical obstacles, we were informed that the piezometer was no longer required.



All field work was performed under the direct technical observation of a representative from MTA. Our representative located the explorations in the field using tape measurements from existing surface features shown on the plans provided to us, maintained continuous logs of the explorations as the work proceeded, and supervised the soil sampling operations. Soil samples suitable for identification purposes were extracted at closely-spaced intervals in general accordance with the procedures of the Standard Penetration Test. Upon completion of the drilling, the deeper boring was grouted while the shallow borings were backfilled with the drilling spoils.

The approximate locations of the explorations performed for this study are shown on the Plot Plan, Plate 2. Detailed descriptions of the subsurface conditions encountered are presented on the individual Logs of Borings, Plates 3A through 3C. The soil samples from the borings were visually classified in general accordance with the Unified Soil Classification System shown on Plate 4.

All soil samples were brought to our office where they were further examined in our soil mechanics laboratory. Selected samples were subjected to geotechnical laboratory testing consisting of natural moisture content determinations (ASTM D-2216) and mechanical grain-size analyses (ASTM D-6913-04) to aid in their engineering classification and evaluation. The results of the moisture content tests are indicated on the individual exploration logs, while the results of the grain-size analyses are shown on the Gradation Curves, Plate 5.

The results of our field exploration and laboratory testing programs have provided the basis for our engineering analyses and design recommendations. The following discussions of our findings and recommendations are subject to the limitations attached as an Appendix to this report.



Site Conditions

Surface Features: The proposed addition will be located adjacent to the eastern side of Building 23 within a mostly grass area. The addition would be located between Buildings 23 and 56 which is to the east of Building 23. There are concrete sidewalks between the two buildings. Building 23 is in poor condition and will be renovated as part of the construction.

Topographic information was not provided to us at the time of this report; however, based on our visual observations, the grades slope down to the west. Based on information available on Google Earth, it appears that the ground surface elevation within the limits of the addition is around Elevation +9 to +10 feet.

Subsurface Conditions: The subsurface conditions encountered in the explorations consisted of the following generalized strata, presented in order of increasing depth:

- 1) Topsoil: The borings encountered 6 to 9 inches of topsoil at the ground surface.
- 2) Fill: The topsoil was underlain by fill in each of the borings. The fill consisted of silty sand with varying amounts of gravel, was estimated to be loose in consistency, and extended to depths of around 2 to 4.5 feet below grade. It appeared that there were some brick fragments mixed within the sandy fill at Boring 1.
- 3) Sands: The fill was underlain by natural sandy soils containing varying amounts of silt, clay, gravel and cobbles. The upper several feet of the natural soils were loose in relative density; however, below a depth of around 5 to 7 feet, the natural soils were estimated to be medium dense to very dense. Portions of the sandy soils appeared to be glauconitic in nature. The natural sands extended to the maximum depths explored, up to 42 feet below grade.

Mud rotary techniques were used to advance the boreholes and therefore, we could not obtain a stabilized groundwater reading at each borehole. However, our field representative estimated that groundwater was present at depths ranging from 5 to 7 feet below grade at the time of the drilling based on the wetness of the soil samples as they were extracted. Groundwater levels will vary on a seasonal and tidal basis.

Findings and Recommendations

General: Based on the results of our studies, it is our opinion that:

- 1) The proposed addition can be supported by conventional spread foundations that derive their support from the undisturbed natural soils, or controlled compacted fill installed atop the natural soils. Foundations that derive their support from these materials could be designed to impose a net allowable bearing pressure of up to 3,000 pounds per square foot (psf). These materials would also provide suitable support for the proposed floor slab.
- 2) The borings completed for this study encountered up to 4.5 feet of fill. The fill would not be considered suitable for support of the addition in its current condition. Therefore, the fill should be removed from within and up to 5 feet beyond the limits of the addition, and the resultant excavation should be backfilled with controlled compacted fill or clean crushed stone to the proposed subgrade level.
- 3) Groundwater was estimated in the explorations performed for this study at depths ranging from 5 to 7 feet beneath the existing grades. Groundwater seepage conditions should be expected to vary seasonally and possibly with tides. We have not been provided with grading information in preparation of this report; however, we have assumed that only minor cuts/fills would be required to reach the proposed grades. Excavations to remove the existing fill would be required. Seepage could also be trapped within the existing fill, particularly during and following wet periods, and the contractor should be required to provide all dewatering necessary to maintain relatively dry excavations. Control of surface runoff should also be provided to prevent inundation of subgrades and flooding of excavations.
- 4) Excavated sands and silty sands (both fill and natural) would be considered suitable for reuse as fill or backfill provided they are at or conditioned to moisture contents that would allow compaction to the required densities. Although not encountered in the borings completed for this study, any deleterious materials encountered in the fill should be segregated prior to reuse. In addition, some of the sandy soils encountered appeared to be glauconitic in nature. These soils were typically below the assumed excavation limits; however, if encountered during construction, they can be more sensitive to moisture and can be difficult to compact to a dense condition at times.

The following sections of this report present further discussion of each of these items.

Site Preparation and Earthwork

The initial site preparation activities should include removal of the topsoil and any other surface improvements/materials that are within the footprint of the proposed addition. Any utilities that are within the limits of the new addition should be removed or rerouted beyond the proposed building. The topsoil would not be suitable for reuse as structural fill or backfill.



Following these activities, the existing fill should be removed from within and up to 5 feet beyond the limits of the building addition areas. Additional test pits should be excavated as necessary to ensure all fill is removed from the building footprint.

The borings completed for this study were moved away from the existing building (as requested) due to potential vibrations that resulted from the drilling operations. Therefore, the borings were located up to 50 feet away from the addition. We recommend that test pits are excavated within the limits of the addition to determine the depth of the existing building footings and the depth of fill within the limits of the addition. Following the excavation of test pits, it could be determined whether any excavation support or underpinning would be required during construction.

Following removal of the fill, the exposed subgrades are anticipated to consist of natural sandy soils containing varying amounts of silt and gravel. The subgrades should be proofrolled using compaction equipment under the observation of a geotechnical engineer from MTA. Due to the age of the existing building, care should be taken to disengage the vibrator directly adjacent to the building. Concern was expressed during the drilling operations that vibrations may be an issue. Therefore, during the earthwork operations, we would recommend that vibration monitoring be performed and criteria established with acceptable vibration limits that the structure can withstand. Any soft or unstable areas should be locally overexcavated to the surface of the underlying dense soils and replaced with controlled compacted fill.

It is expected that the on-site excavated soils will consist of either fill, or natural sandy soils, both of which appeared suitable for reuse as fill or backfill. The in-situ moisture content tests of the upper fill and natural soils were generally within to slightly above the limits estimated to permit compaction to the required density. Therefore, it may be possible that some drying/aeration may be required. In addition, should any glauconitic soils

be encountered during construction, they can often be more susceptible to slight changes in moisture content and can be difficult to compact to a dense condition.

Imported fill, if required in structural areas, should consist of uncontaminated, relatively well-graded granular soils containing less than 15 percent by weight of material passing a U.S. Standard No. 200 sieve and having a maximum particle size of 4 inches. Documentation of the environmental quality of the imported fill should include written certification from the fill supplier stating that the fill is uncontaminated, virgin material.

All controlled compacted fill placed in structural areas should be spread in horizontal layers of no more than 12 inches in loose thickness and uniformly compacted to at least 95 percent of their maximum dry density as determined by the ASTM D-1557 test procedure. Backfill soils placed in confined excavations such as for utilities or foundation backfill should be spread in thinner layers and compacted to the same degree using portable vibratory compaction equipment. We understand that there were some concerns expressed during drilling related to vibrations to the existing building. If vibrations are a concern, we recommend that clean crushed stone is used as backfill rather than the sandy soils. The stone should still be installed in 12 inch lifts, but does not require such strict compaction requirements.

We recommend that all site excavations be performed in accordance with the current OSHA Excavation Regulations, as well as in accordance with any other locally applicable guidelines. Based on the results of the test pits, we believe that the fill and the natural soils would be considered Type "C" soils. Excavation support should be provided as necessary to protect the integrity of the existing building and any other site improvements that are within the general vicinity. The site contractor should provide any excavation support necessary during construction. Care should also be taken not to undermine the footings of the existing building during the excavation process.



Groundwater was estimated at depths of approximately 5 to 7 feet below grade. Assuming groundwater is not encountered at shallower depths during the fill removal process, control of groundwater is not expected to be a major construction concern. However, trapped water could be encountered when excavating to remove the fill. We recommend that the contract documents require the contractor to provide any dewatering necessary and maintain the excavations in dry conditions at all times during construction. Control of surface runoff and maintaining pitch away from the excavations at the surface should be provided to minimize inundation of excavations and help to reduce the potential for disturbance to the prepared subgrades.

Shallow Foundation Design Criteria: It is our recommendation that following removal of the existing fill, the proposed addition can be supported by the natural soils, controlled compacted fill, or crushed stone backfill installed atop the natural soils. Foundations for the proposed addition could be designed to impose maximum allowable net bearing pressures of up to 3,000 psf.

We recommend that foundations that are installed directly adjacent to the existing building be established at the same depth as the existing foundations to avoid imposing additional stress on the foundations. All exterior foundations should extend to a depth of at least 3 feet below the adjacent finished exterior grades, or deeper if required by local codes, to provide frost protection. Any interior foundations in permanently heated portions of the building could be established at convenient depths beneath the floor slab, provided they reach the intended bearing stratum.

It is our opinion that lightly loaded foundations designed and installed in accordance with our recommendations would experience post construction settlements of about 1/2 of 1 inch, or less.

Floor Slab Design Criteria: Following the previously described site preparation procedures, the floor slab could be supported by the natural soils or controlled compacted fill installed atop the natural soils. We recommend that a minimum 4 inch thick layer of porous fill consisting of clean 3/4 inch stone be placed beneath the slab to provide



a capillary break between the subgrade soils and the bottom of the concrete, and to help provide a stable working base during construction.

We estimate that maximum post-construction settlements of lightly loaded slabs will be less than 1/4 of 1 inch.

Seismic Design Criteria: Based on the results of our explorations and our review of the regional geology, it is our opinion that seismic design of the proposed addition could be based on Site Class "D" as defined in the International Building Code 2018, New Jersey Edition.

Please contact us if you have any questions regarding this report.

The following Plates and Appendix are attached and complete this report:

- Plate 1 - Site Location Map
- Plate 2 - Plot Plan
- Plates 3A through 3C- Logs of Borings
- Plate 4 - Unified Soil Classification System
- Plate 5 - Gradation Curves
- Appendix - Limitations

Very truly yours,

MELICK-TULLY and ASSOCIATES,
a Division of GZA GeoEnvironmental, Inc.

Kimberly A. Tully, P.E.
Senior Project Manager

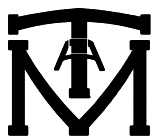
Todd E. Horowitz, P.E.
Associate Principal

Mark R. Denno, P.E.
Consultant/Reviewer

KAT:CPT/mh
(File No. 26.0091942.00)
(1 copy submitted via email)



Aerial Photo courtesy of Google Earth Pro



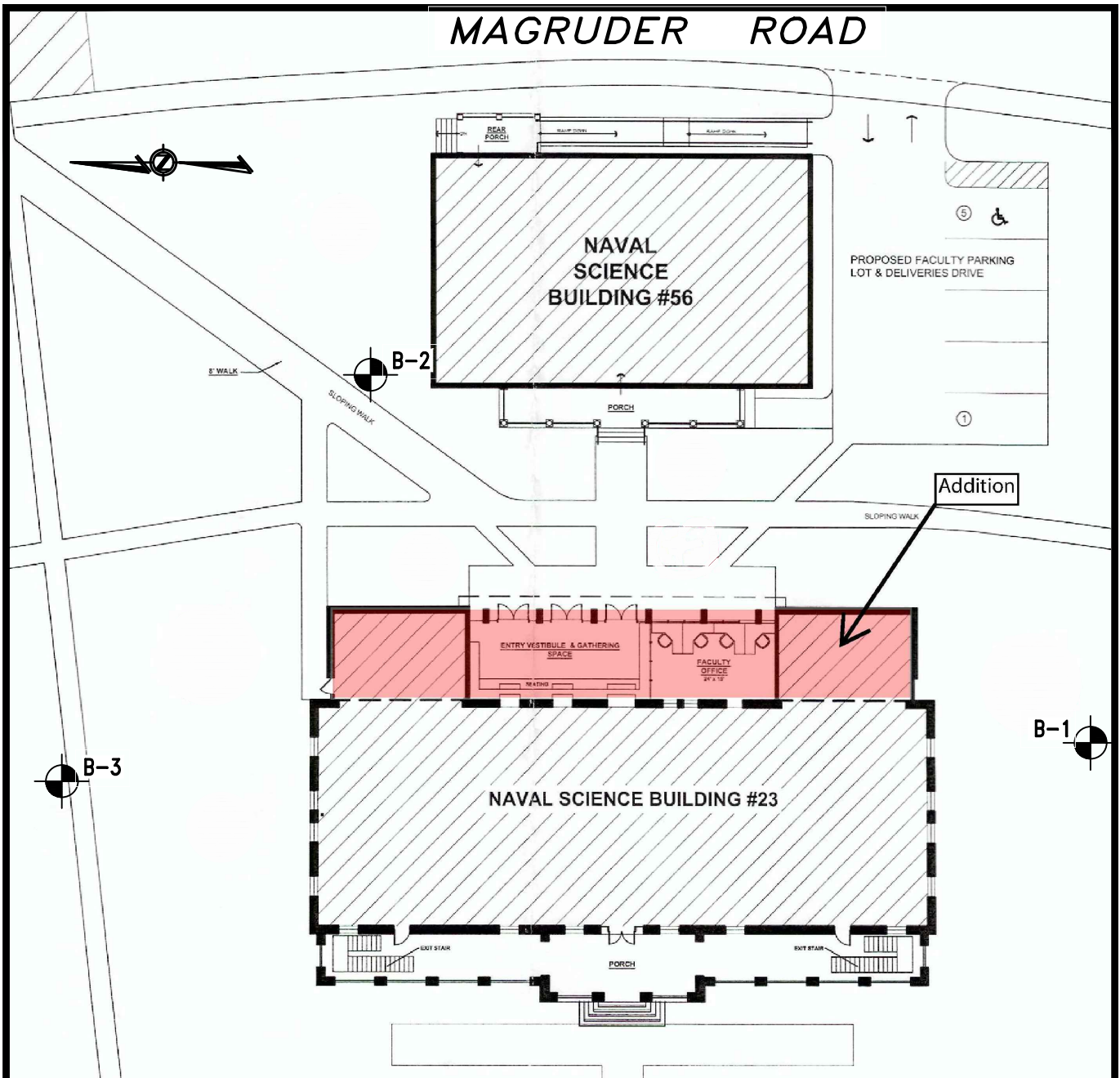
MELICK-TULLY AND ASSOCIATES
A Division of GZA
 Geotechnical Engineers & Environmental Consultants
 117 Canal Road
 South Bound Brook, New Jersey 08880
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SITE LOCATION MAP

**PROPOSED ADDITION
 MIDDLETOWN, NEW JERSEY
 KELLENYI JOHNSON WAGNER**

JOB NO. 26.0091942.00	FILE NO. -	DR. BY VJD	CHK. BY KT	DATE 12/18/19	SCALE 1"=2,000'	PLATE 1
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MAGRUDER ROAD



KEY: B-1

NUMBER AND APPROXIMATE LOCATION OF BORINGS PERFORMED FOR THIS STUDY

- NOTES:
1. This drawing is part of Melick-Tully and Associates, a Division of GZA, Report No. 26.0091942.00 and should be read together with the report for complete evaluation.
 2. General layout was obtained from an unlabeled drawing provided by the client.



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PLOT PLAN

PROPOSED ADDITION
 MIDDLETOWN, NEW JERSEY
 KELLENYI JOHNSON WAGNER

JOB NO. 26.0091942.00	FILE NO. -	DR. BY VJD	CHK. BY KT	DATE 12/18/19	SCALE 1" = 30'	PLATE 2
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TEST BORING LOG



MTA, a Division of GZA
GeoEnvironmental, Inc
Engineers and Scientists

MAST
 Middletown, NJ

EXPLORATION NO.: B-1
SHEET: 1 of 2
PROJECT NO: 26.0091942.00
REVIEWED BY: KAT

Logged By: GZ
Drilling Co.: GDI
Driller: Alan/Matt

Type of Rig: ATV
Rig Model: Acker Soilmax
Drilling Method: Mud

Boring Location: See Plan **Final Boring Depth (ft.):** 42
Ground Surface Elev. (ft.): N/A
Date Start - Finish: 12/13/2019 - 12/13/2019

Hammer Type: Safety Hammer

Hammer Weight (lb.): 140

Hammer Fall (in.): 30

Auger or Casing O.D./I.D Dia (in.): N/A

Groundwater Depth (ft.)

Date	Time	Water Depth	Stab. Time
12/13/2019		5	

Depth (ft)	Sample				Symbol	Sample Description and Identification	Water Content (%)	Remark
	No.	Depth (ft.)	Blows (per 6 in.)	SPT Value				
5	S1	0-2	3 2 2 3	4		8" Topsoil	17.9	
	S2	2-4	4 4 6 6	10		Fill - Yellowish brown fine to medium sand, trace silt, trace brick fragments (moist)(loose to medium dense)	6.0	
5	S3	5-7	4 7 8 6	15		Yellowish brown fine to medium sand, trace silt(wet)(medium dense)	13.6	
	S4	7-9	7 7 7 9	14				
10	S5	10-12	2 4 5 6	9	SP	- grading (wet)(loose)		
15	S6	15-17	9 13	35		Light greenish gray fine to medium sand, trace silt, trace fine gravel (glauconitic)(wet)(dense)		
			22 18					
20	S7	20-22	14 18 16 24	34	SP			
25	S8	25-27	20 39	100+		Light olive brown fine to medium sand, little silt, trace fine to coarse gravel (glauconitic)(wet)(very dense)		
30			66 50					SP/SM

REMARKS

See Log Key for exploration of sample description and identification procedures. Stratification lines represent approximate boundaries between soil and bedrock types. Actual transitions may be gradual. Water level readings have been made at the times and under the conditions stated. Fluctuations of groundwater may occur due to other factors than those present at the times the measurements were made.

Plate No.: 3A

TEST BORING LOG



MTA, a Division of GZA
GeoEnvironmental, Inc
Engineers and Scientists

MAST
 Middletown, NJ

EXPLORATION NO.: B-1
SHEET: 2 of 2
PROJECT NO: 26.0091942.00
REVIEWED BY: KAT

Logged By: GZ	Type of Rig: ATV	Boring Location: See Plan
Drilling Co.: GDI	Rig Model: Acker Soilmax	Final Boring Depth (ft.): 42
Driller: Alan/Matt	Drilling Method: Mud	Ground Surface Elev. (ft.): N/A
Date Start - Finish: 12/13/2019 - 12/13/2019		

Hammer Type: Safety Hammer	Groundwater Depth (ft.)			
Hammer Weight (lb.): 140		Time	Water Depth	Stab. Time
Hammer Fall (in.): 30			5	
Auger or Casing O.D./I.D Dia (in.): N/A				

Depth (ft)	No.	Depth (ft.)	Sample		Symbol	Sample Description and Identification	Water Content (%)	Remark
			Blows (per 6 in.)	SPT Value				
35	S9	30-32	14 35 52 50	87		Light olive brown fine to medium sand, little silt, trace fine to coarse gravel (glauconitic)(wet)(very dense)		
	S10	35-37	14 20 35 30	55	SP/SM			
40	S11	40-42	5 5 21 28	26	SM	Black fine to medium sand, little silt (wet)(medium dense)		
45						End of exploration at 42 feet.		
50								
55								
60								

REMARKS

See Log Key for exploration of sample description and identification procedures. Stratification lines represent approximate boundaries between soil and bedrock types. Actual transitions may be gradual. Water level readings have been made at the times and under the conditions stated. Fluctuations of groundwater may occur due to other factors than those present at the times the measurements were made.

Plate No.: 3A

MTA BORING LOG WITH STRATUM LINES; 12/26/2019; 3:23:42 PM

TEST BORING LOG



MTA, a Division of GZA
GeoEnvironmental, Inc
Engineers and Scientists

MAST
 Middletown, NJ

EXPLORATION NO.: B-2
SHEET: 1 of 1
PROJECT NO: 26.0091942.00
REVIEWED BY: KAT

Logged By: GZ
Drilling Co.: GDI
Driller: Alan/Matt

Type of Rig: ATV
Rig Model: Acker Soilmax
Drilling Method: Mud

Boring Location: See Plan **Final Boring Depth (ft.):** 27
Ground Surface Elev. (ft.): N/A
Date Start - Finish: 12/13/2019 - 12/13/2019

Hammer Type: Safety Hammer

Hammer Weight (lb.): 140

Hammer Fall (in.): 30

Auger or Casing O.D./I.D Dia (in.): N/A

Groundwater Depth (ft.)

Date	Time	Water Depth	Stab. Time
12/13/2019		7	

Depth (ft)	Sample				Symbol	Sample Description and Identification	Water Content (%)	Remark
	No.	Depth (ft.)	Blows (per 6 in.)	SPT Value				
5	S1	0-2	3 2	4		6" Topsoil	14.4	
			2 4			Fill - Black fine to medium sand, some silt, trace fine gravel (moist)(loose)		
5	S2	2-4	4 4	9		Probable natural - Yellowish brown fine to coarse sand, trace silt (moist)(loose)	6.4	
			5 5					
5	S3	5-7	3 3	6	SP			
			3 5					
10	S4	7-9	4 9	16		Yellowish brown fine to coarse sand, trace silt, trace fine gravel (wet)(medium dense)		
			7 9					
10	S5	10-12	4 5	11	SP	- trace glauconite below 10'		
			6 5					
15	S6	15-17	11 11	25		Yellowish brown fine to coarse sand, trace silt, little fine to coarse gravel (wet)(medium dense)		
			14 8					
20	S7	20-22	13 14	31	SP	- grading (dense)		
			17 12					
25	S8	25-27	7 7	18	SP/SM	Light greenish gray fine to medium sand, trace silt, trace fine to coarse gravel (glauconitic) (wet)(medium dense)		
			11 9					
30						End of exploration at 27 feet.		

REMARKS

See Log Key for exploration of sample description and identification procedures. Stratification lines represent approximate boundaries between soil and bedrock types. Actual transitions may be gradual. Water level readings have been made at the times and under the conditions stated. Fluctuations of groundwater may occur due to other factors than those present at the times the measurements were made.

Plate No.: 3B

TEST BORING LOG



MTA, a Division of GZA
GeoEnvironmental, Inc
Engineers and Scientists

MAST
 Middletown, NJ

EXPLORATION NO.: B-3
SHEET: 1 of 1
PROJECT NO: 26.0091942.00
REVIEWED BY: KAT

Logged By: GZ	Type of Rig: ATV	Boring Location: See Plan
Drilling Co.: GDI	Rig Model: Acker Soilmax	Final Boring Depth (ft.): 27
Driller: Alan/Matt	Drilling Method: Mud	Ground Surface Elev. (ft.): N/A
Date Start - Finish: 12/13/2019 - 12/13/2019		

Hammer Type: Safety Hammer	Groundwater Depth (ft.)		
Hammer Weight (lb.): 140	Date	Time	Water Depth
Hammer Fall (in.): 30	12/13/2019		7
Auger or Casing O.D./I.D Dia (in.): N/A			

Depth (ft)	Sample				Symbol	Sample Description and Identification	Water Content (%)	Remark
	No.	Depth (ft.)	Blows (per 6 in.)	SPT Value				
	S1	0-2	3 3	6		9" Topsoil	7.4	
			3 2			Fill - Yellowish brown fine to coarse sand, little silt, trace fine to coarse gravel (moist)(loose)		
5	S2	2-4	1 2	8		Yellowish brown fine to medium sand, trace silt (moist)(loose to medium dense)	5.1	
			6 6					
	S3	5-7	8 6	15	SP	Olive brown fine to medium sand, trace silt, little fine to coarse gravel (glaucanitic) (wet)(medium dense)		
			9 7					
10	S4	7-9	5 7	15				
			8 7					
	S5	10-12	6 5	10		- grading (dense)		
			5 4					
15	S6	15-17	14 19	44	SM			
			25 20					
20	S7	20-22	13 24	43				
			19 22					
25	S8	25-27	9 20	40				
			20 15					
30	End of exploration at 27 feet.							

REMARKS

See Log Key for exploration of sample description and identification procedures. Stratification lines represent approximate boundaries between soil and bedrock types. Actual transitions may be gradual. Water level readings have been made at the times and under the conditions stated. Fluctuations of groundwater may occur due to other factors than those present at the times the measurements were made.

Plate No.: 3C

MAJOR DIVISIONS			LETTER SYMBOL	TYPICAL DESCRIPTIONS
COARSE GRAINED SOILS More than 50% of material is LARGER than No. 200 Sieve	GRAVEL & GRAVELLY SOILS More than 50% of coarse fraction RETAINED on No. 4 Sieve	CLEAN GRAVELS (Little or no fines)	GW	Well-graded gravels, gravel-sand mixtures, little or no fines.
			GP	Poorly-graded gravels, gravel-sand mixtures, little or no fines.
		GRAVELS WITH FINES (Appreciable amount of fines)	GM	Silty gravels, gravel-sand-silt mixtures.
			GC	Clayey gravels, gravel-sand-clay mixtures.
	SAND AND SANDY SOILS More than 50% of coarse fraction PASSING a No. 4 Sieve	CLEAN SAND (Little or no fines)	SW	Well-graded sands, gravelly sands, little or no fines.
			SP	Poorly-graded sands, gravelly sands, little or no fines.
		SANDS WITH FINES (Appreciable amount of fines)	SM	Silty sands, sand-silt mixtures.
			SC	Clayey sands, sand-clay mixtures.
FINE GRAINED SOILS More than 50% of material is SMALLER than No. 200 Sieve	SILTS AND CLAYS Liquid limit LESS than 50		ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity.
			CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays.
			OL	Organic silts and organic silty clays of low plasticity.
	SILTS AND CLAYS Liquid limit GREATER than 50		MH	Inorganic silts, micaceous or diatomaceous fine sand or silty soils.
			CH	Inorganic clays of high plasticity, fat clays.
			OH	Organic clays of medium to high plasticity, organic silts.
HIGHLY ORGANIC SOILS			PT	Peat, humus, swamp soils with high organic contents.

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS.

GRADATION*	COMPACTNESS*	CONSISTENCY*
% Finer by Weight	Relative Density	Range of Shearing Strength in Pounds per Square Foot

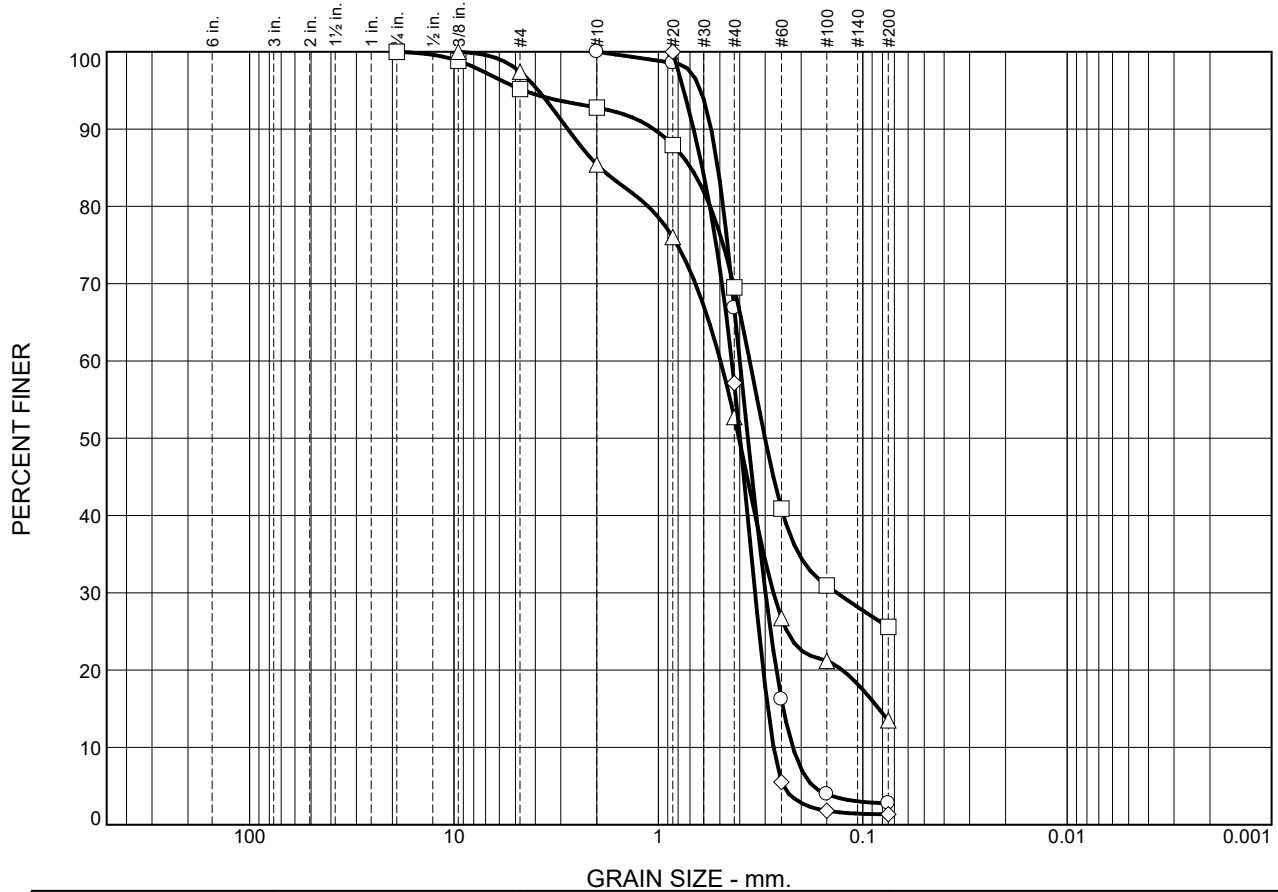
Trace	0% to 10%	Loose	0% to 40%	Very Soft	less than 250
Little	10% to 20%	Medium Dense	40% to 70%	Soft	250 to 500
Some	20% to 35%	Dense	70% to 90%	Medium	500 to 1000
And	35% to 50%	Very Dense	90% to 100%	Stiff	1000 to 2000
				Very Stiff	2000 to 4000
				Hard	Greater than 4000

*Values are from laboratory or field test data, where applicable. When no testing was performed, values are estimated.

UNIFIED SOIL CLASSIFICATION SYSTEM

SOIL CLASSIFICATION CHART

Gradation Curve(s)



	% Cobbles	% Gravel		% Sand			% Fines	
		Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
○	0.0	0.0	0.0	0.0	33.2	64.0	2.8	
□	0.0	0.0	4.8	2.4	23.3	43.9	25.6	
△	0.0	0.0	2.6	12.0	32.7	39.2	13.5	
◇	0.0	0.0	0.0	0.0	42.9	55.7	1.4	

SOIL DATA					
SYMBOL	SOURCE	SAMPLE NO.	DEPTH (ft.)	Material Description	USCS
○	B-1	S-3	5-7	Fine to medium Sand, trace Silt. (MC=13.6%)	SP
□	B-2	S-1	0-2	Fine to medium Sand, some Silt, trace fine Gravel. (MC=14.4%)	Fill
△	B-3	S-1	0-2	Fine to coarse Sand, little Silt, trace fine Gravel. (MC=7.4%)	Fill
◇	B-3	S-2	2-4	Fine to medium Sand, trace Silt. (MC=5.1%)	SP

<p>Melick-Tully & Associates a Division of GZA GeoEnvironmental, Inc. South Bound Brook, NJ</p>	<p>Client: Kellenyi Johnson Wagner Project: Proposed Building Addition, MAST, Middletown Twp., NJ Project No.: 26.0091942.00</p>
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APPENDIX

APPENDIX

Limitations

A. Subsurface Information

Locations: The locations of the explorations were approximately determined by tape measurement from existing site features. Elevations of the explorations were not available. The locations of the explorations should be considered accurate only to the degree implied by the method used.

Interface of Strata: The stratification lines shown on the individual logs of the subsurface explorations represent the approximate boundaries between soil types, and the transitions may be gradual.

Field Logs/Final Logs: A field log was prepared for each exploration by a member of our staff. The field log contains factual information and interpretation of the soil conditions between samples. Our recommendations are based on the final logs as shown in this report and the information contained therein, and not on the field logs. The final logs represent our interpretation of the contents of the field logs, and the results of the laboratory observations and/or tests of the field samples.

Water Levels: Water level readings have been made in the explorations at times and under conditions stated on the individual logs. These data have been reviewed and interpretations made in the text of this report. However, it must be noted that fluctuations in the level of the groundwater will occur due to variations in rainfall, tides, temperature, and other factors.

Pollution/Contamination: Unless specifically indicated to the contrary in this report, the scope of our services was limited only to investigation and evaluation of the geotechnical engineering aspects of the site conditions, and did not include any consideration of potential site pollution or contamination resulting from the presence of chemicals, metals, radioactive elements, etc. This report offers no facts or opinions related to potential pollution/contamination of the site.

Environmental Considerations: Unless specifically indicated to the contrary in this report, this report does not address environmental considerations which may affect the site development, e.g., wetlands determinations, flora and fauna, wildlife, etc. The conclusions and recommendations of this report are not intended to supersede any environmental conditions which should be reflected in the site planning.

B. Applicability of Report

This report has been prepared in accordance with generally accepted soils and foundation engineering practices for the exclusive use of Marine Academy of Science and Technology for specific application to the design of the proposed building addition. No other warranty, expressed or implied, is made.

This report may be referred to in the project specifications for general information purposes only, but should not be used as the technical specifications for the work, as it was prepared for design purposes exclusively.

C. Reinterpretation of Recommendations

Change in Location or Nature of Facilities: In the event that any changes in the nature, design or location of the building addition are planned, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and conclusions of this report modified or verified in writing.

Changed Conditions During Construction: The analyses and recommendations submitted in this report are based in part upon the data obtained from three widely-spaced test borings performed for this study. The nature and extent of variations between the explorations may not become evident until construction. If variations then appear evident, it will be necessary to reevaluate the recommendations of this report.

Changes in State-of-the-Art: The conclusions and recommendations contained in this report are based upon the applicable standards of our profession at the time this report was prepared.

D. Use of Report by Prospective Bidders

This soil and foundation engineering report was prepared for the project by Melick-Tully and Associates, a Division of GZA GeoEnvironmental Inc. (MTA) for design purposes and may not be sufficient to prepare an accurate bid. Contractors utilizing the information in the report should do so with the express understanding that its scope was developed to address design considerations. Prospective bidders should obtain the owner's permission to perform whatever additional explorations or data gathering they deem necessary to prepare their bid accurately.

E. Construction Observation

We recommend that MTA be retained to provide on-site soils engineering services during the earthwork construction and foundation phases of the work. This is to observe compliance with the design concepts and to allow changes in the event that subsurface conditions differ from those anticipated prior to the start of construction.

Bid & Construction Schedule - MAST Building 23 Addition & Alterations

Monmouth County Vocational School District

12/6/23 – Rev. 12/29/23

KJW #4200.8

	Task	Duration (calendar days)	Dates	
			Start	Finish
1	Project Out To Bid Advertise in the Asbury Park Press	-	12/9/23	
2	Mandatory Prebid Meeting Location: MAST Campus Building 77 Time: 1:00 PM	12	12/20/23	
3	Bid Period	40	12/8/23	1/24/24
4	Deadline to submit questions	31	1/10/24	
5	Bid Opening Location: MCVSD Offices Time: 1:00 PM	41	1/24/24	
6	Review Bid Documents	27	1/25/24	2/16/24
7	Board Awards Contract	-	2/20/24	
8	Distribute Contracts for review and signature	7	2/21/24	2/27/24
9	Issue Notice to proceed	-	2/28/24	
10	Overall Project Duration	420	2/28/24	4/22/25
11	Phase I – Update & Finalize Contract Documents, Submit Plans for Permit and Initiate Submittals and SDs	54	2/28/24	4/21/24
12	Mobilize on Site		3/20/24	
13	Phase II Construction	366	4/22/24	4/22/25
14	Substantial Completion (Middletown Issues a TCO or CO)	-	4/22/25	
15	Punchlist & Closeout (Post Occupancy)	45	4/23/25	6/6/25