

## INSTRUCTIONS TO BIDDERS

### IB.01 PLANS AND SPECIFICATIONS:

Bidders are advised to carefully examine the Plans and Specifications for the proposed work. The Plans show the surface and underground structures likely to affect or to be affected by the prosecution of the work, insofar as they have been determined, but the information shown is not guaranteed in any respect as being correct and complete. Bidders will examine the Plans and the location of the work upon the ground and judge for themselves all of the circumstances affecting the cost of the work and the time required for its completion.

Copies of the Plans and Specifications for use in preparing bids must be obtained from the Office of the Township Engineer, Department of Public Works, 25 Lakeside Avenue, West Orange, NJ 07052-5313.

The successful bidder to whom a Contract is awarded will be furnished free of charge three (3) sets of Plans and Specifications with all addenda thereto. Additional sets of Plans and Specifications may be obtained from the ENGINEER upon payment of a sum per set equal to the sum stipulated in the Advertisement for Bids.

### IB.02 CONDITIONS OF WORK:

Each bidder will inform himself fully of the conditions relating to construction and labor under which the work will be performed. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for the considerations set forth in his bid. Insofar as possible, the successful bidder, in the carrying out of his work, will employ such methods or means as will cause a minimum interference with the service to be maintained by the OWNER.

### IB.03 COMPLIANCE WITH ALL LAWS:

The successful bidder will keep himself informed of and comply with all Federal, State, and local laws or ordinances, as such may apply.

### IB.04 PERMITS:

The successful bidder will take out all necessary permits from the municipality or other public authorities, and will give all notices required by law or municipal ordinances. The charge or fee for any permit issued by the OWNER will be assumed by the OWNER, but any other fee will be borne by the successful bidder. The OWNER will be reimbursed by the successful bidder for the cost of the inspection of the work which may be required by public authorities other than the OWNER.

### IB.05 PREPARATION OF PROPOSALS:

Each bidder must submit a price for each and every item of the Proposal of the Contract on which he is bidding and failure to do so will render his bid irregular and subject to rejection. Conditions, limitations, or provisions attached by the bidder to the Proposal may also cause its rejection. All blank spaces for bid prices must be filled in, in ink. The prices will be written in both words and figures in the appropriate spaces in the Proposal for the various items, and all bids will be considered informal which contain items not specified in the form of bids. In the event that there is a discrepancy between the unit prices or lump-sum written in words and written in figures, the unit prices or lump-sum written in words will govern. Proposals for each Contract will be compared on the basis of the total price computed from the estimated quantities of all items contained in the Proposal at the unit or lump-sum prices bid for each item.

**CONTRACT**  
**for**  
**2018 STREET RESURFACING - PHASE II B**

THIS AGREEMENT made as of this 15<sup>th</sup> day of November 2018 BETWEEN THE TOWNSHIP OF WEST ORANGE, a municipal corporation in the County of Essex, State of New Jersey (hereinafter referred to as the OWNER), and

Granada Construction Corp.

having (its) place of business at 147 Thomas Street, Newark, New Jersey 07114

(hereinafter referred to as the CONTRACTOR).

The OWNER will pay to the CONTRACTOR for the work actually constructed, the various unit and lump-sum prices as set forth in the Proposal for the construction work annexed hereto and made a part hereof and under the penalty expressed under the bonds annexed hereto to furnish at its own cost and expense all the necessary materials, labor, superintendence, tools and appliances, and will execute, construct and finish and test in an expeditious, substantial and workmanlike manner, the work included under this Contract, commencing such work within ten (10) calendar days from the date of the written notice to proceed with the work and completing all work, within the time stipulated in the Proposal, and in the manner specified and in conformity with the requirements set forth in the Specifications annexed hereto and made a part hereof and in accordance with the Plans and Contract Drawings of said work on file in the Township of West Orange Municipal Building and all to the acceptance of the OWNER.

The following will be deemed a part of the Contract between the Parties:

- a. Notice to Bidders
- b. Instructions to Bidders
- c. Supplemental General Information
- d. The CONTRACTOR'S Proposal
- e. The Bid Bond
- f. This Contract
- g. The Performance Bond
- h. The Payment Bond
- i. The Notice of Award
- j. The Notice to Proceed
- k. Special Conditions
- l. The Contract Drawings
- m. Technical Specifications
- n. All Addenda issued by the ENGINEER prior to the receipt of bids

The CONTRACTOR will proceed with the aforesaid work in a prompt and diligent manner and will do the several parts thereof at such time and in such order as the ENGINEER may direct. The CONTRACTOR will complete the whole of said work in accordance with the aforesaid Specifications, Plans, and Contract Drawings by, with and through his own work force, employees, administrators, equipment and material without brokering, factoring, assigning or subcontracting more than fifty percent (50%) thereof, unless otherwise approved by the OWNER, within the number of consecutive calendar days stipulated and in default of completion within the time so fixed, the CONTRACTOR will pay to the OWNER an amount equal to Six Hundred Dollars (\$600.00) for each and every day (Sundays and legal holidays excepted) the completion of the work may be delayed beyond the date or dates fixed as liquidated damages accruing to the OWNER

incident to such delay, which said amount will not be construed to be in the nature of a penalty or forfeiture. Any violation of the undertaking by the CONTRACTOR to do and complete all of the said work without brokering, factoring, assigning, or subcontracting more than fifty percent (50%), unless otherwise approved by the OWNER, of the same at any time or times during the course of said work will be deemed to be a breach of the Contract with the OWNER and will, anything in the Contract to the contrary notwithstanding, give to the OWNER the absolute, complete, and unencumbered right to terminate any and all rights of the CONTRACTOR under this Contract upon seven (7) days' notice of its intention so to do, given in writing to the CONTRACTOR at its address set forth in the Contract, by certified mail, return receipt requested. The CONTRACTOR may apply to the OWNER through the ENGINEER for the right to subcontract certain portions of the work to be done, but the OWNER, acting through the ENGINEER, reserves the absolute right to approve any such subcontractor or to reject any such subcontractor in its and their sole and absolute discretion, it being the intention that the provisions against brokering, factoring, assigning, and subcontracting more than fifty percent (50%) of the work, unless otherwise approved by the OWNER, above set forth will be paramount and remain inviolate.

It is further understood and agreed that the CONTRACTOR has no claim for any bonus or other additional compensation in the event of completion of such work before the date agreed upon. The OWNER will not be liable to the CONTRACTOR for any neglect, default, delay, or interference of or by any other contractor, nor will any such neglect, default, delay, or interference of any other contractor or alteration which may be required in said work, release the CONTRACTOR from the obligation to finish said work within the time aforesaid, or within the time as extended in accordance with the provisions of this Contract, or from the payment of liquidated damages to be paid in default thereof as hereinabove provided.

It is hereby mutually agreed that the OWNER is to pay and the CONTRACTOR is to receive as full compensation for furnishing all materials and labor in building, constructing, and testing, and in all respects completing the work herein described and appurtenances thereto in the manner and under the conditions herein specified, the total price stipulated in the Proposal hereto annexed, as calculated using the unit prices bid and actual quantities used during the course of the Work.

It is further understood and agreed that the wages paid to the crafts, trades, or classification of workers employed to perform this Contract will not be less than the prevailing wage rates established by the Commissioner of the Department of Labor and Industry of the State of New Jersey. The wage rates to be paid for each craft, trade, or classification of workers to be used on this Contract will comply with the Prevailing Wage Rate Determination by the New Jersey Department of Labor and Industry, attached hereto.

In accordance with the requirements of the State of New Jersey Affirmative Action Program under P.L. 1975, C127, the CONTRACTOR agrees to comply with the provisions of the Affirmative Action Program as stipulated under the Specification Section Information and Instructions to Bidders.

IN WITNESS WHEREOF, the Township of West Orange has caused these presents to be signed by its proper officers, and the CONTRACTOR has hereunto set his hand and seal or caused these presents to be signed by its proper corporate officers and caused its corporate seal to be hereunto affixed the day and year first above written.

DATE: \_\_\_\_\_

TOWNSHIP OF WEST ORANGE, NJ

By \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

\_\_\_\_\_

WITNESS:

\_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_

By \_\_\_\_\_

Owner or Partner

ATTEST:

\_\_\_\_\_

Corporate Secretary

\_\_\_\_\_

(Print or Type Name)

CONTRACTOR:

By \_\_\_\_\_

Corporate Officer

\_\_\_\_\_

(Print or Type Name)