

# RESOLUTION

No. 25-203

Date of Adoption MAY 20 2025

Approved as to Form and Legality

  
WESLEY BRIDGES, ESQ., DIRECTOR OF LAW

Councilman /woman

SPONSORED BY: 

Factual content certified by

  
SEAN SAMPLE, DIRECTOR OF WATER AND SEWER

presents the following Resolution:

**RESOLUTION ACCEPTING A BID AND AWARDING A CONTRACT TO MANNY CONCRETE, LLC,  
FOR THE SIDEWALK, CURB AND DRIVEWAY APRON RESTORATION FOR THE TOWNSHIPS  
FOR THE DEPARTMENT OF WATER AND SEWER FOR A PERIOD OF ONE (1) YEAR FROM THE  
DATE OF AWARD IN AN AMOUNT NOT TO EXCEED \$125,700.00 – BID2025-13**

**WHEREAS**, eight (8) sealed bids were received in the Division of Purchasing on January 23, 2025, at 11:00 am, by the Purchasing Agent for the Sidewalk, Curb and Driveway Apron Restoration for the Townships of Ewing, Lawrence, Hopewell and Hamilton, for the City of Trenton, Department of Water and Sewer; and

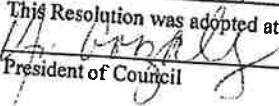
**WHEREAS**, the low bid of Manny Concrete, LLC, 2 Beach Haven Way, Waretown, New Jersey 08758, is made pursuant to the advertisement, be and is hereby accepted, as the lowest, responsible, responsive bidder complying with terms and specifications on file in the Division of Purchasing; and

**WHEREAS**, funds in an amount not to exceed \$125,700.00 have been certified to be available in the following account number: 5-05-55-5504-836-002. This contract shall be awarded for a period of one (1) year from the date of award; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Trenton that the Mayor is hereby authorized to execute a contract with Manny Concrete, LLC, 2 Beach Haven Way, Waretown, New Jersey 08758, for the Sidewalk, Curb and Driveway Apron Restoration for the Townships of Ewing, Lawrence, Hopewell and Hamilton for the City of Trenton, Department of Water and Sewer for a period of one (1) year in an amount not to exceed \$125,700.00 from the date of award for the said purposes in the manner prescribed by law.

MOTION: <i>Frisby</i>					SECOND : <i>Edwards</i>									
	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
EDWARDS					FRISBY					GONZALEZ				
FELICIANO	✓				HARRISON	✓					✓			
FIGUEROA KETTENBURG	✓				WILLIAMS	✓								

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on MAY 20 2025

President of Council 

City Clerk 

AGREEMENT

CITY OF TRENTON, NEW JERSEY

BID2025-13

RES. NO. 25-203

AWARDED TO MANNY CONCRETE, LLC

FOR THE SIDEWALK, CURB AND DRIVEWAY APRON RESTORATION FOR THE TOWNSHIPS FOR  
THE DEPARTMENT OF WATER AND SEWER

This Agreement, entered into this 21<sup>st</sup> Day of MAY 2024 between the City of Trenton, a municipal corporation of the State of New Jersey, 'CITY' 319 EAST STATE STREET, TRENTON, NEW JERSEY 08608 and **MANNY CONCRETE, LLC, 2 BEACH HAVEN WAY, WARETOWN, NEW JERSEY 08758** ("Contractor"), witnesseth that:

WHEREAS, Contractor has bid, proposed or offered to furnish and deliver to the City the materials, supplies and/or goods to perform the services **IN AN AMOUNT NOT TO EXCEED \$125,700.00 FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF THE AWARD.**

FIRST. A. Contractor, under the penalty expressed in the bond hereinafter mentioned, will furnish, supply and deliver to the City of Trenton the following materials, supplies or services as authorized by:

**RESOLUTION ACCEPTING A BID AND AWARDING A CONTRACT TO MANNY CONCRETE, LLC,  
FOR THE SIDEWALK, CURB AND DRIVEWAY APRON RESTORATION FOR THE TOWNSHIPS FOR  
THE DEPARTMENT OF WATER AND SEWER FOR A PERIOD OF ONE (1) YEAR FROM THE DATE  
OF AWARD IN AN AMOUNT NOT TO EXCEED \$125,700.00 – BID2025-13**

B. The contract shall be submitted with contracts with the following:

**UPDATED CERTIFICATE OF INSURANCE WITH SIGNED CONTRACTS**

Such performance by Contractor will be in strict accordance with the terms and conditions of the bid specifications, the bid response and the authorizing resolution, which are included above and is incorporated by reference. Additionally, Contractor will furnish good and ample security in a sum equal to the said contract price for the said articles and services.

SECOND. The City of Trenton will pay Contractor the total sum mentioned herein when the appropriate Department Director has executed a certification that the said articles or services have been furnished, delivered, and accepted in full conformity to the aforementioned specifications and offer or proposal.

THIRD. The City of Trenton reserves the right to order a greater or lesser quantity, not to exceed twenty-five percent, of any or all of the articles named in the said offer or proposal than is stated therein, and it is distinctly agreed between the said parties that the price quoted in the offer or proposal of Contractor shall be regarded as a standard of prices, and the total sum mentioned herein as the consideration of this contract shall not be regarded as limiting the right of the City of Trenton to order such greater or lesser quantity.

FOURTH. In the event of the failure of Contractor to deliver to the City of Trenton, such articles or perform such work or labor as described in such quantities as ordered at the time stated for such delivery by the City of Trenton, or in the event that such articles as are delivered or work and labor performed do not meet the specifications or standards, as established by the City of Trenton for such articles or acceptance of such work and labor, then such delivery shall be rejected by his surety. Additionally, if Contractor or his surety does not cure the default within the time set by the said Agent on behalf of the City of Trenton, then the said Agent on behalf of the City, shall have the right to procure such services or purchase such articles in their place and stand in the open market as are needed for replacement, and from the best source available in the judgment of the said Agent and to charge the expense of such articles or work performed to Contractor and to deduct the amount thereof from any moneys due or to become due to Contractor by virtue of this agreement. Provided, however, that the surety on the bond of Contractor for the faithful performance of this agreement shall be first

notified of the necessity for such replacement and given the same time allowance for such replacement as is given Contractor.

FIFTH. This contract shall not be amended, assigned or subcontracted without the consent of the City of Trenton in writing (if the total compensation payable thereunder shall thereby exceed \$2,500.00, approval by Resolution of the Governing Body shall be required), and any breach of this convenient shall authorize the City of Trenton, by its said Agent, to declare this contract null and void and to refuse to make any further payments thereunder to Contractor.

SIXTH. In case of any conflict between the provisions of this agreement and of any of the provisions of the specifications, the latter shall govern and control.

Applicable for Public Construction Contracts Only: "Dispute Resolution Procedures (N.J.S.A. 40A:11-50). Disputes arising under this contract shall be subject to mediation or non-binding arbitration at the sole discretion of the City of Trenton, before a construction industry mediator or arbitrator or panels thereof. The City of Trenton shall have the right to select a third party to mediate any disputes arising under this agreement and the mediation shall be conducted informally in a manner decided upon by the mediator".

SEVENTH. Contractor hereby agrees to pay all workmen as a minimum the prevailing wages rate in accordance with Chapter 150 of the New Jersey Laws of 1963, Prevailing Wages on Public Contracts and U.S. Department of Labor Wage Rates with the higher rate for any given occupation being the governing rate, and N.J.S.A. 10:2-1 et seq., prohibiting discrimination in employment on public contracts.

EIGHTH. During the performance of this contract, the contractor agrees as follows:

a. CONTRACTOR or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex. CONTRACTOR will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

b. CONTRACTOR or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation, disability, nationality or sex. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

c. CONTRACTOR or subcontractor where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

d. THE CONTRACTOR or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time. (N.J.A.C. 17:27-3.4)

Note: A public works contract for a subcontractor with a total work force of four or fewer employees or for a contractor or subcontractor performing under an existing Federally approved or sanctioned affirmative action program shall contain as mandatory language only paragraphs a, b, and c above, and the contract shall not contain any other mandatory language prescribed by N.J.A.C. 17:27. (N.J.A.C. 17:27-3.4) (c)

e. All bidders and all contractors who are negotiating for a procurement or service contract with the public agency which is not subject to a federally approved or sanctioned affirmative action program are required to submit to the public agency, prior to or at the time the contract is submitted for signing

by the public agency (in accordance with N.J.A.C. 17:27-4.3 promulgated by the Treasurer pursuant to P.L. 1975, c. 127), one of the following three documents:

1. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program; or

2. A certificate of employee information report approval issued in accordance N.J.A.C. 17:27-4; or

3. An initial employee information report consisting of forms provided by the affirmative action office and completed by the contractor in accordance with N.J.A.C. 17:27-4. (N.J.A.C. 17:27-3.3) (a)

f. CONTRACTOR or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the affirmative action office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time. (N.J.A.C. 17:27-5.3) (a) (1)

g. CONTRACTOR or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, gender identity or expression, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. (N.J.A.C. 17:27-5.3) (a) (2)

h. CONTRACTOR or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey, and as established by applicable Federal law and applicable Federal court decisions. (N.J.A.C. 17:27-5.3) (a) (3)

i. CONTRACTOR or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. (N.J.A.C. 17:27-5.3) (a) (4)

j. CONTRACTOR agrees that 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. (N.J.S.A. 10:2-1) (a)

k. 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, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex. (N.J.S.A. 10:2-1) (b)

l. 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. (N.J.S.A. 10:2-1) (c)

m. 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. (N.J.S.A. 10:2-1) (d)

n. The parties of this contract do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereto, are hereby made a part of this contract and are binding upon them. (N.J.A.C. 13:6-1.1)

o. Contractor and subcontractor agree and guarantee to afford equal opportunity in performance of the contract and, except with respect to affectional or sexual orientation, and gender identity or expression in accordance with an affirmative action program approved by the State Treasurer. (N.J.S.A. 10:5-32 and 10:5-35) (a)

p. The parties of this contract do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. The contractor agrees to conduct all activities in compliance with the provisions of Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and the U.S. Department of Labor's regulations at 29 CFR Parts 31, 32 and 34.

Contractor shall cooperate with any state or federal reviews aimed at determining compliance with nondiscrimination laws and regulations authorized by State Law and expressly specified herein.

IN WITNESS WHEREOF, the City of Trenton has caused this agreement to be signed by the Mayor of the City of Trenton and its corporate seal to be hereto affixed, attested by the City Clerk, and Contractor has likewise caused this agreement to be executed the day and year first above written.

CITY OF TRENTON

Attest:

Brandon L. Garcia, RMC  
Municipal Clerk

Date

and

  
W. Reed Gusciora, Esq. Mayor

  
7-2-25

Date

MANNY CONCRETE, LLC, 2 BEACH HAVEN WAY, WARETOWN, NEW JERSEY 08758

CONTRACTOR SIGNATURE

Attest:

  
\_\_\_\_\_  
Secretary

Date

  
\_\_\_\_\_  
President

DATE

  
\_\_\_\_\_  
6/18/15

## GENERAL CONDITIONS AND INSTRUCTION TO BIDDERS

1. Bidders must complete cover sheet in full of all required information.
2. For any information concerning this bid, prospective Bidders must contact Isabel C. Garcia, Purchasing Agent, in writing at igarcia@trentonnj.org.

### **BID PROPOSAL SHEET** **CY2025 SIDEWALK, CURB AND DRIVEWAY RESTORATION CONTRACT FOR** **CITY OF TRENTON - TOWNSHIPS**

<b>Item 1</b>	For furnishing and installing 5-inch concrete sidewalk in the Ewing Township	
150 Sq. Yd. @	\$ 140 <sup>00</sup>	Per Sq.Yd.

ONE HUNDRED FORTY DOLLARS <sup>00</sup> \$ 21,000 <sup>00</sup>  
(Write Unit Price)

<b>Item 2</b>	For furnishing and installing 5-inch concrete sidewalk in state of New Jersey	
75 Sq. Yd. @	\$ 140 <sup>00</sup>	Per Sq.Yd.

ONE HUNDRED FORTY DOLLARS <sup>00</sup> \$ 10,500 <sup>00</sup>  
(Write Unit Price)

<b>Item 3</b>	For furnishing and installing 5-inch concrete sidewalk in Mercer County	
100 Sq. Yd. @	\$ 140 <sup>00</sup>	Per Sq.Yd.

ONE HUNDRED FORTY DOLLARS <sup>00</sup> \$ 14,000 <sup>00</sup>  
(Write Unit Price)

<b>Item 4</b>	For furnishing and installing 5-inch concrete sidewalk in Lawrence Township	
65 Sq. Yd. @	\$ 140 <sup>00</sup>	Per Sq. Yd.

ONE HUNDRED FORTY DOLLARS <sup>00</sup> \$ 9100 <sup>00</sup>  
 (Write Unit Price)

<b>Item 5</b>	For furnishing and installing 4-inch concrete sidewalk in Hamilton	
175 Sq. Yd. @	\$ 140 <sup>00</sup>	Per Sq. Yd.

ONE HUNDRED FORTY DOLLARS <sup>00</sup> \$ 24,500  
 (Write Unit Price)

<b>Item 6</b>	For furnishing and installing 4-inch concrete sidewalk in Hopewell Township	
25 Sq. Yd. @	\$ 140 <sup>00</sup>	Per Sq. Yd.

ONE HUNDRED FORTY DOLLARS <sup>00</sup> \$ 3500 <sup>00</sup>  
 (Write Unit Price)

<b>Item 7</b>	For furnishing and installing 6-inch concrete driveway apron without wire mesh in Ewing Township	
50 Sq. Yd. @	\$ 140 <sup>00</sup>	Per Sq. Yd.

ONE HUNDRED FORTY DOLLARS <sup>00</sup> \$ 7000 <sup>00</sup>  
 (Write Unit Price)

<b>Item 8</b>	For furnishing and installing 6-inch concrete driveway apron without wire mesh in State of New Jersey	
25 Sq. Yd. @	\$ 140 <sup>00</sup>	Per Sq. Yd.

ONE HUNDRED FORTY DOLLARS <sup>00</sup> \$ 3,500 <sup>00</sup>  
(Write Unit Price)

<b>Item 9</b>	For furnishing and installing 6-inch concrete driveway apron without wire mesh including 1 1/2" notched curb in Hamilton Township	
100 Sq. Yd. @	\$ 140 <sup>00</sup>	Per Sq. Yd.

ONE HUNDRED FORTY DOLLARS <sup>00</sup> \$ 14,000 <sup>00</sup>  
(Write Unit Price)

<b>Item 10</b>	For furnishing and installing 6-inch concrete driveway apron including 6-inch square wire mesh in Lawrence Township & Mercer County	
50 Sq. Yd. @	\$ 140 <sup>00</sup>	Per Sq. Yd.

ONE HUNDRED FORTY DOLLARS <sup>00</sup> \$ 7,000 <sup>00</sup>  
(Write Unit Price)

<b>Item 11</b>	For furnishing and installing 6-inch concrete driveway apron including 6-inch square wire mesh in Hopewell Township	
10 Sq. Yd. @	\$ 140 <sup>00</sup>	Per Sq. Yd.

ONE HUNDRED FORTY DOLLARS <sup>00</sup> \$ 1,400 <sup>00</sup>  
(Write Unit Price)

<b>Item 12</b>	For furnishing and installing 8-inch x 18-inch concrete curb in Lawrence & Hamilton Townships and State of New Jersey (NJDOT)	
150 Sq Yd. @	\$ 40 00	Per Sq Yd. LF m/t.

FOURTY DOLLARS 40 \$ 6,000 00

(Write Unit Price)

<b>Item 13</b>	For furnishing and installing 8-inch x 18-inch concrete curb in Ewing	
50 L.F. @	\$ 40 00	Per L.F.

FOURTY DOLLARS 40 \$ 2,000 00

(Write Unit Price)

<b>Item 14</b>	For furnishing and installing 9-inch x 18-inch concrete curb in mercer County	
30 L.F. @	\$ 40 00	Per L.F.

FOURTY DOLLARS 40 \$ 1,200 00

(Write Unit Price)

<b>Item 15</b>	For furnishing and installing 8-inch x 18-inch concrete curb in Hopewell Township	
25 L.F. @	\$ 40 00	Per L.F.

FOURTY DOLLARS 40 \$ 1,000 00

(Write Unit Price)

**TOTAL BID FOR CONTRACT**  
(Items 1 through 15 Inclusive)

\$ 125 700 <sup>00</sup>  
per

ONE HUNDRED TWENTY FIVE THOUSAND SEVEN HUNDRED DOLLARS  
(Write Total Bid Amount)

125  
Centes

Company Name	MANNY CONCRETE LLC
Authorized Signature	JAMES ABREU 
Person to Contact	JAMES ABREU
Telephone Number	732 213 5892

## **SPECIFICATIONS AND INFORMATION TO BIDDERS**

The following information is supplied to bidders for the restoration of sidewalks, curbs, and driveway aprons for the Townships serviced by Trenton Water Works. Work shall be performed at various locations throughout the distribution system in the Townships of Ewing, Lawrence, Hamilton and Hopewell as well as locations along roadways under the jurisdiction of the State of New Jersey and the County of Mercer.

The approximate number of locations is 140 (one hundred and forty). The approximate size of the average sidewalk restoration is **two to seven** square yards. The sidewalk restorations are predominantly at locations where customer's water service lines have been replaced and the sidewalk adjacent to the curb was removed to install or repair the curb valve, curb box and the end of the service pipe coming from the water main in the street.

The order of work to be performed shall be dependent first on the time the location was originally excavated with priority given to the New Jersey Department of Transportation (NJDOT) and Mercer County (MC) locations. The Trenton Water Works shall supply the contractor with a list of locations to be restored, first by NJDOT/MC jurisdiction, second by age of hole, and last by proximity (number of excavations in any one area).

Priority regarding order of work for jurisdiction and proximity can be altered only upon approval of the Distribution Engineer.

### **GENERAL CLAUSES**

1. The Engineer shall mean the Distribution Engineer, acting either personally or through his duly authorized representative operating within the scope of the authority vested in them.
2. The Contractor at the start of each working day (8:30 a.m.) or at the conclusion of each working day between 4:15 p.m. and 4:30 p.m. shall notify the Engineer where he shall be working that day or the following working day, respectively. When the Contractor shall be working in any of the jurisdictions listed below, he shall notify the respective Street Inspector's Office by 4:00 p.m. on the workday before performing work.

<b>Jurisdiction</b>	<b>Representative</b>	<b>Phone No.</b>	<b>Email</b>
State of New Jersey	Vashawn Love	793-713-9107	vashawn.love@dot.nj.gov
Mercer County	Basit Muzaffar	609-989-6600	bmuzaffar@mercercounty.org
City of Trenton	Reina Segura	609-989-3015	rsegura@trentonnj.org
Hamilton Township	Samantha Brown	609-890-3636	sabrown@hamiltonnj.com
Ewing Township	Ryan Rollero	609-255-9004	rrollero@ewingnj.org
Lawrence Township	James Parvesse	609-844-7087	jparvesse@lawrencetwp.com
Hopewell Township	James	609-737-0799	jhutzelmann@hopewelltwp.org

3. All work shall be completed within one (1) year from contract sign date.
4. The Contractor shall start work within five (5) working days of receipt of written notification to proceed from the Engineer. The Contractor shall execute the work in an orderly, timely and workmanlike manner once directed to start work. The Contractor shall execute the work on a daily basis. At no time shall the Contractor fail to perform daily unless otherwise restricted by the provisions of paragraph 6 or restricted by weather conditions. The progress of the work shall be reviewed bi-weekly by the Engineer and the Contractor to check if the work is progressing satisfactorily. In addition to checking and reviewing the quality of the work, the quantity of the work shall also be reviewed and checked. The contractor is responsible for rectifying any issue brought to his attention within five (5) working days. If within five (5) working days the Contractor does not rectify the situation or present satisfactory reasons why rectification is beyond his control, then the Contractor shall be considered in default and shall be ordered to cease working on the contract. When this occurs, the Engineer shall then invoke the provisions of the Contractor's performance bond to have the work completed on a daily basis.
5. The Contractor shall be assessed a \$250.00 penalty for every day he is provided work but does not perform. This penalty shall be deducted from the voucher submitted by the Contractor covering the period of non-performance or from the amount of retainage withheld thus far. The Contractor shall provide daily log sheets, when submitting a voucher for payment. This daily log sheet shall include the municipality, jurisdiction, work site address, description of work (i.e. concrete sidewalk, curb, etc.) and the date the work was completed. The absence of a daily log sheet shall denote that the Contractor did not perform work. The Contractor may be assessed a \$250.00 penalty for every time he fails to submit a completed daily log sheet to Trenton Water Works. This penalty shall be deducted from the voucher submitted by the Contractor covering the period he did not submit a completed daily log sheet to Trenton Water Works, unless he was prevented from performing work by weather conditions or the provisions of paragraph 6.
6. Unless otherwise authorized by the Engineer, work shall NOT be conducted on Saturdays, Sundays and City Holidays.
7. No portion of this contract shall be sub-contracted without written approval from the Engineer. To receive written approval, the Contractor shall submit a written request to the Engineer. The request shall include the name and address of the proposed sub-contractor, and a list of the sub-contractor's previous experience and equipment. Use of a sub-contractor without written approval from the Engineer shall constitute a breach of contract and shall be grounds for termination of the contract.
8. The Contractor's work must pass inspection by the Engineer as well as by the governing body, either State, County or Municipal having jurisdiction over the sidewalk, curb, or driveway to which the work is being done. All materials and workmanship shall be in accordance, in every respect with the best modern practice. Whenever the Contract Drawings, Specifications or Directions of the Engineer admit of a reasonable doubt about

what is permissible, and when they fail to state the quality of any work, the interpretation that requires the best quality of work is to be followed.

9. When working on restorations that require vehicular traffic control, the Contractor shall be responsible for maintaining an even flow of traffic. The Contractor shall conform to all Department of Transportation (NJDOT) traffic flow specifications. It is the responsibility of the Contractor to obtain the most recent traffic flow specifications from all governing bodies, either State, County or Municipal, having jurisdiction over the roadway to which the work shall be done. All necessary traffic control systems including but not necessarily limited to signs, barricades, cones and arrow boards shall be provided by the contractor, as well as pedestrian safety controls to ensure the safety of the public, and to ensure the safety of public and private property at no additional cost to Trenton Water Works.
10. The Contractor shall not excavate more locations than he is able to finish by the end of each work week.
11. All work shall be protected from damage from vehicular and pedestrian traffic, weather and vandalism. If the work is damaged by any of the above causes, the Contractor shall be responsible for removal and replacement of the damaged work at no additional cost to the Trenton Water Works.
12. When it is required to leave a site unfinished or to leave a site before materials are cured or set, the Contractor shall protect the site with barricades and/or 55-gallon drums. During darkness, the Contractor shall adequately protect the sites with flashing lights or other warning devices approved by the Engineer.
13. Where required to maintain traffic and/or where it is not practical to protect a restoration site with barricades or 55-gallon drums, the Contractor shall place steel plates of adequate width and length and of adequate vehicular traffic bearing capacity over the restoration site. The steel plates shall be secured from movement as directed by the Engineer or the agency having jurisdiction over the roadway.
14. Within five (5) days of receiving the notice to proceed, the Contractor shall be required to supply an on-call 24-hour emergency telephone number. On call personnel shall be required to respond within 30 minutes. This number shall be used by the Engineer's representative to coordinate activities, where necessary during work hours. It shall also be listed for use with the Trenton Water Works answering service during on-call hours (regular City of Trenton workdays from 4:30 p.m. to 8:00 a.m. and weekends (Saturdays and Sundays) and City of Trenton observed holidays. The contractor shall be required to respond immediately to correct traffic problems due to their traffic control setup around the work sites. In the event, that Trenton Water Works personnel or other City personnel are required to maintain, adjust, replace, or modify the Contractor's traffic control setup, the Contractor should be charged for the costs incurred to do so. Charges for the cost incurred shall be assessed and collected by subtracting from the Contractor's next invoice the amount due.

15. The contract shall be awarded based upon the total contract price to the lowest responsive bidder complying with all the conditions stated in this contract and proposing the lowest total contract price.

## **DESCRIPTION OF WORK**

**1. Concrete Sidewalk Restoration in State of New Jersey (NJDOT) at Various Locations**

The existing concrete sidewalk shall be squared and saw cut on a vertical plane to a width and length specified by the Engineer. Waste material shall be removed and not left at the site overnight. Appropriate safety measures shall be taken to protect pedestrians after hours (i.e. plywood, cones, barricades etc. or other means approved by the Engineer.)

All sidewalk openings shall be paved by the end of each work week. Where this is not possible, they shall receive FABC temporarily to grade. Any curb box or valve box within the confines of the sidewalk restoration shall be adjusted and brought to grade. This shall not be considered an extra but shall be inclusive of work typical within this item.

No concrete shall be poured when the temperature is expected to drop below freezing. If unexpectedly the temperature drops below freezing and the concrete has been placed, the concrete shall be protected by an adequate covering of hay or other means approved by the Engineer.

The work shall be in accordance with the following: (Also see sidewalk detail)

- a. Concrete - Class B/4000 psi
- b. Thickness - 5 inches
- c. Width - Variable
- d. Length - Variable
- e. Slope - 1/4" per 1'-0" from property face to curb, where practical
- f. Expansion joints shall be placed as shown on detail.
- g. Cold joints shall be made to match exiting joints and/or shall be made where directed by the Engineer.

**2. Concrete Sidewalk Restoration in Mercer County at Various Locations**

The existing concrete sidewalk shall be squared and saw cut on a vertical plane to a width and length specified by the Engineer. Waste material shall be removed and not left at the site overnight. Appropriate safety measures shall be taken to protect pedestrians after hours (i.e. plywood, cones, barricades etc. or other means approved by the Superintendent.)

All sidewalk openings shall be paved by the end of each work week. Where this is not possible, they shall receive FABC temporarily to grade. Any curb box or valve box within the confines of the sidewalk restoration shall be adjusted and brought to grade. This shall not be considered an extra but shall be inclusive of work typical within this item.

No concrete shall be poured when the temperature is expected to drop below freezing. If unexpectedly the temperature drops below freezing and the concrete has been placed, the concrete shall be protected by an adequate covering of hay or other means approved by the Engineer.

The work shall be in accordance with the following: (Also see sidewalk detail.)

- a. Concrete - Class B
- b. Thickness - 5 inches
- c. Width - Variable
- d. Length - Variable
- e. Slope - 1/4" per 1'-0" from property face to curb, where practical
- f. Expansion joints shall be placed as shown on detail.
- g. Cold joints shall be made to match exiting joints and/or shall be made where directed by the Engineer.

### **3. Concrete Sidewalk Restoration in Ewing Township at Various Locations**

The existing concrete sidewalk shall be squared and saw cut on a vertical plane to a width and length specified by the Engineer. Waste material shall be removed from the site and not left overnight. Appropriate safety measures shall be taken to protect pedestrians after hours (i.e. plywood, cones, barricades etc. or other means approved by the Engineer.)

All sidewalk openings shall be paved by the end of each work week. Where this is not possible, they shall receive FABC temporarily to grade. Any curb box or valve box within the confines of the sidewalk restoration shall be adjusted and brought to grade. This shall not be considered an extra but shall be inclusive of work typical within this item.

No concrete shall be poured when the temperature is expected to drop below freezing. If unexpectedly the temperature drops below freezing and the concrete has been placed, the concrete shall be protected by an adequate covering of hay or other means approved by the Engineer.

The work shall be in accordance with the following: (Also see sidewalk detail.)

- a. Concrete - Class C
- b. Thickness - 5 inches
- c. Width - Variable
- d. Length - Variable
- e. Slope - 1/4" per 1'-0" from property face to curb, where practical
- f. Expansion joints shall be placed as shown on detail.
- g. Cold joints shall be made to match exiting joints and/or shall be made where directed by the Engineer.

#### **4. Concrete Sidewalk Restoration in Lawrence Township at Various Locations**

The existing concrete sidewalk shall be squared and saw cut on a vertical plane to a width and length specified by the Superintendent. Waste material shall be removed from the site and not left at the site overnight. Appropriate safety measures shall be taken to protect pedestrians after hours (i.e., plywood, cones, barricades etc., or other means approved by the Superintendent.)

All sidewalk openings shall be concreted by the end of each work week. Where this is not possible, they shall receive FABC temporarily to grade. Any curb box or valve box within the confines of the sidewalk restoration shall be adjusted and brought to grade. This shall not be considered an extra, but shall be inclusive of work typical within this item.

No concrete shall be poured when the temperature is expected to drop below freezing. If unexpectedly the temperature drops below freezing and the concrete has been placed, the concrete shall be protected by an adequate covering of hay or other means approved by the Superintendent.

The work shall be in accordance with the following: (Also see sidewalk detail.)

- a. Concrete - Class B/4000 psi
- b. Thickness - 5 inches
- c. Width - Variable
- d. Length - Variable
- e. Slope - 1/4" per 1'-0" from property face to curb, where practical
- f. Expansion joints shall be placed as shown on detail.
- g. Cold joints shall be made to match exiting joints and/or shall be made where directed by the Superintendent.

#### **5. Concrete Sidewalk Restoration in Hamilton at Various Locations**

The existing concrete sidewalk shall be squared and saw cut on a vertical plane to a width and length specified by the Superintendent. Waste material shall be removed from the site and not left at the site overnight. Appropriate safety measures shall be

taken to protect pedestrians after hours (i.e., plywood, cones, barricades etc., or other means approved by the Superintendent.)

All sidewalk openings shall be concreted by the end of each work week. Where this is not possible, they shall receive FABC temporarily to grade. Any curb box or valve box within the confines of the sidewalk restoration shall be adjusted and brought to grade. This shall not be considered an extra but shall be inclusive of work typical within this item.

No concrete shall be poured when the temperature is expected to drop below freezing. If unexpectedly the temperature drops below freezing and the concrete has been placed, the concrete shall be protected by an adequate covering of hay or other means approved by the Superintendent.

The work shall be in accordance with the following: (Also see sidewalk detail.)

- a. Concrete - Class B /4000 psi
- b. Thickness - 4 inches
- c. Width - Variable
- d. Length - Variable
- e. Slope - 1/4" per 1'-0" from property face to curb, where practical
- f. Expansion joints shall be placed as shown on detail.
- g. Cold joints shall be made to match exiting joints and/or shall be made where directed by the Superintendent.

## **6. Concrete Driveway Apron Restoration in State of New Jersey (NJDOT) at Various Locations**

The existing concrete driveway apron shall be squared and saw cut on a vertical plane to a width and length specified by the Engineer. Waste material shall be removed from the site and not left overnight. Appropriate safety measures shall be taken to protect pedestrians after hours (i.e. plywood, cones, barricades etc. or other means approved by the Superintendent.)

All concrete driveway apron openings shall be concreted by the end of each work week. Where this is not possible, they shall receive FABC temporarily to grade. Any curb box or valve box within the confines of the driveway apron restoration shall be adjusted and brought to grade. This shall not be considered an extra but shall be inclusive of work typical within this item.

No concrete shall be poured when the temperature is expected to drop below freezing. If unexpectedly the temperature drops below freezing, the concrete shall be protected by an adequate covering of hay or other means approved by the Engineer.

The work shall be in accordance with the following: (Also see Concrete Driveway Apron detail.)

- a. Concrete - Class B/4,000 psi
- b. Thickness - 6 inches
- c. Width - Variable
- d. Length - Variable
- e. Slope - 1 1/2" per 1'-0" from property face to curb, where practical
- f. Expansion joints shall be placed as shown on detail.
- g. Cold joints shall be made to match exiting joints and/or shall be made where directed by the Engineer.

## 7. **Concrete Driveway Apron Restoration in Hamilton Township at Various Locations**

The existing concrete driveway apron shall be squared and saw cut on a vertical plane to a width and length specified by the Superintendent. Waste material shall be removed from the site and not left at the site overnight. Appropriate safety measures shall be taken to protect pedestrians after hours (i.e., plywood, cones, barricades etc., or other means approved by the Superintendent.)

All concrete driveway apron openings shall be concreted by the end of each work week. Where this is not possible, they shall receive FABC temporarily to grade. Any curb box or valve box within the confines of the driveway apron restoration shall be adjusted and brought to grade. This shall not be considered an extra, but shall be inclusive of work typical within this item.

No concrete shall be poured when the temperature is expected to drop below freezing. If unexpectedly the temperature drops below freezing, the concrete shall be protected by an adequate covering of hay or other means approved by the Superintendent.

The work shall be in accordance with the following: (Also see Concrete Driveway Apron detail.)

- a. Concrete - Class B/4,000 psi
- b. Thickness - 6 inches
- c. Width - Variable
- d. Length - Variable
- e. Curb at driveway shall include 1 1/2" notch (see detail drawing)
- f. Slope - 1 1/2" per 1'-0" from property face to curb, where practical
- g. Expansion joints shall be placed as shown on detail.
- h. Cold joints shall be made to match exiting joints and/or shall be made where directed by the Engineer

**8. Concrete Driveway Apron Restoration in Lawrence Township and Mercer County at Various Locations**

The existing concrete driveway apron shall be squared and saw cut on a vertical plane to a width and length specified by the Engineer. Waste material shall be removed and not left at the site overnight. Appropriate safety measures shall be taken to protect pedestrians after hours (i.e. plywood, cones, barricades etc. or other means approved by the Engineer.)

All concrete driveway apron openings shall be paved by the end of each work week. Where this is not possible, they shall receive FABC temporarily to grade. Any curb box or valve box within the confines of the driveway apron restoration shall be adjusted and brought to grade. This shall not be considered an extra but shall be inclusive of work typical within this item.

No concrete shall be poured when the temperature is expected to drop below freezing. If unexpectedly the temperature drops below freezing, the concrete shall be protected by an adequate covering of hay or other means approved by the Engineer.

The work shall be in accordance with the following: (Also see Concrete Driveway Apron detail.)

- a. Concrete - Class B w/ wire mesh 6-inch square
- b. Thickness - 6 inches
- c. Width - Variable
- d. Length - Variable
- e. Slope - 1 1/2" per 1'-0" from property face to curb, where practical
- f. Expansion joints shall be placed as shown on detail.
- g. Cold joints shall be made to match existing joints and/or shall be made where directed by the Engineer.

**9. Concrete Driveway Apron Restoration in Ewing Township at Various Locations**

The existing concrete driveway apron shall be squared and saw cut on a vertical plane to a width and length specified by the Superintendent. Waste material shall be removed from the site and not left at the site overnight. Appropriate safety measures shall be taken to protect pedestrians after hours (i.e., plywood, cones, barricades etc., or other means approved by the Superintendent.)

All concrete driveway apron openings shall be concreted by the end of each work week. Where this is not possible, they shall receive FABC temporarily to grade. Any curb box or valve box within the confines of the driveway apron restoration shall be adjusted and brought to grade. This shall not be considered an extra but shall be inclusive of work typical within this item.

No concrete shall be poured when the temperature is expected to drop below freezing. If unexpectedly the temperature drops below freezing, the concrete shall be protected by an adequate covering of hay or other means approved by the Superintendent.

The work shall be in accordance with the following: (Also see Concrete Driveway Apron detail.)

- a. Concrete - Class B/4,500 psi
- b. Thickness - 6 inches
- c. Width - Variable
- d. Length - Variable
- e. Slope - 1 1/2" per 1'-0" from property face to curb, where practical
- f. Expansion joints shall be placed as shown on detail.
- g. Cold joints shall be made to match exiting joints and/or shall be made where directed by the Engineer.

**10. Concrete Sidewalk Restoration in Hopewell Township at Various Locations**

The existing concrete sidewalk shall be squared and saw cut on a vertical plane to a width and length specified by the Superintendent. Waste material shall be removed from the site and not left at the site overnight. Appropriate safety measures shall be taken to protect pedestrians after hours (i.e., plywood, cones, barricades etc., or other means approved by the Superintendent.)

All sidewalk openings shall be concreted by the end of each work week. Where this is not possible, they shall receive FABC temporarily to grade. Any curb box or valve box within the confines of the sidewalk restoration shall be adjusted and brought to grade. This shall not be considered an extra but shall be inclusive of work typical within this item.

No concrete shall be poured when the temperature is expected to drop below freezing. If unexpectedly the temperature drops below freezing and the concrete has been placed, the concrete shall be protected by an adequate covering of hay or other means approved by the Superintendent.

The work shall be in accordance with the following: (Also see sidewalk detail.)

- a. Concrete - Class B /4000 psi
- b. Thickness - 4 inches
- c. Width - Variable
- d. Length - Variable
- e. Slope - 1/4" per 1'-0" from property face to curb, where practical
- f. Expansion joints shall be placed as shown on detail.
- g. Cold joints shall be made to match exiting joints and/or shall be made where directed by the Engineer

**11. The Restoration of Concrete Vertical Curb in Lawrence Township, Hamilton Township and State of New Jersey (NJDOT) at Various Locations.**

At all locations where concrete curb and concrete sidewalk are to be restored, the concrete curb shall be restored first and allowed to set for 24 hours before the contiguous concrete sidewalk is poured. The work shall be in accordance with the following: (Also see concrete curb details).

- a. Concrete - Class B/4,000 psi.
- b. Depth - 18 inches
- c. Width at top - 6 inches
- d. Width at bottom - 8 inches
- e. Front edge radius - 1 inch
- f. Back edge radius -  $\frac{1}{2}$  inch
- g. Distance from top of curb to top of pavement shall be 6 inches or as directed by the Engineer.

**12. The Restoration of Concrete Vertical Curb in Ewing Township at Various Locations.**

At all locations where concrete curb and concrete sidewalk are to be restored, the concrete curb shall be restored first and allowed to set for 24 hours before the contiguous concrete sidewalk is poured. The work shall be in accordance with the following: (Also see concrete curb details).

- a. Concrete - Class B/4,500 psi.
- b. Depth - 18 inches
- c. Width at top - 6 inches
- d. Width at bottom - 8 inches
- e. Front edge radius - 1 inch
- f. Back edge radius -  $\frac{1}{2}$  inch
- g. Distance from top of curb to top of pavement shall be 6 inches or as directed by the Engineer.

**13. The Restoration of Concrete Vertical Curb in Mercer County at Various Locations.**

At all locations where concrete curb and concrete sidewalk are to be restored, the concrete curb shall be restored first and allowed to set for 24 hours before the contiguous concrete sidewalk is poured. The work shall be in accordance with the following: (Also see concrete curb details).

- a. Concrete - Class B
- b. Depth - 18 inches
- c. Width at top - 8 inches
- d. Width at bottom - 9 inches

- e. Front edge radius - 1 inch
- f. Back edge radius -  $\frac{1}{2}$  inch
- g. Distance from top of curb to top of pavement shall be 6 inches or as directed by the Engineer.

#### **14. The Restoration of Concrete Vertical Curb in Hopewell Township at Various Locations.**

At all locations where concrete curb and concrete sidewalk are to be restored, the concrete curb shall be restored first and allowed to set for 24 hours before the contiguous concrete sidewalk is poured. The work shall be in accordance with the following: (Also see concrete curb details).

- a. Concrete - Class B/4,500 psi at 28 days
- b. Depth - 18 inches
- c. Width at top - 6 inches
- d. Width at bottom - 8 inches
- e. Front edge radius - 1 inch
- f. Back edge radius -  $\frac{1}{2}$  inch
- g. Distance from top of curb to top of pavement shall be 6 inches or as directed by the Superintendent.

## METHOD OF PAYMENT

- 4" Concrete Sidewalk
- 5" Concrete Sidewalk
- 6" Concrete Driveway Apron
- 6" Concrete Driveway Apron including 1 1/2" notched curb
- 6" Concrete Driveway Apron including 6-inch square wire brush
- 9" X 18" Concrete Curb
- 8" X 18" Concrete Curb

For the above items, payment shall be made based upon the actual measured dimension of the finished restoration. Prior to the work, the Engineer shall indicate at the site the extent of each restoration. Indication shall be made by painting the limits of the desired restoration or shall be given verbally to the Contractor by the Engineer.

## BILLING PROCEDURE

The Contractor shall submit to the Trenton Water Works (TWW) properly executed original Trenton Water Works Vouchers. The vouchers shall indicate each location where work was completed, the date the work was completed and the dimensions (length and width) of each restoration including the resultant area in square feet with the grand totals in square yards. **The Contractor shall provide daily log sheets, when submitting a voucher for payment.**

The dimensions of the restoration shall be measured to the nearest inch. The area of each restoration shall be calculated in square feet and rounded to the nearest significant figure two places to the right of the decimal point (one-hundredth). When all the quantities have been calculated for each item, the sum shall be taken of each for a total in square feet. This sum shall be divided by nine and rounded to the nearest significant figure two places to the right of the decimal point (one-hundredth). The resultant number shall be the total in square yards.

Vouchers shall be submitted bi-weekly. The Trenton Water Works shall verify the locations and dimensions. When the vouchers are found satisfactory, they shall be processed for payment. Vouchers shall indicate the contract amount, amount paid to date, amount of voucher and amount remaining in contract. (Refer to the attached copy of a sample voucher page.).

Trenton Water Works shall retain two per cent (2%) of the total value of each approved voucher amount. This amount shall be retained by Trenton Water Works as security for the Contractor's one-year maintenance and repair period as provided for below. Amounts previously retained will continue to be retained, but adjustments of retainage will be made on any payments made for Extra Work so that in the final voucher, two percent (2%) of the total value of the work covered by this Contract will be retained by the Owner as provided for below.

The Owner shall pay to the Contractor within forty (40) days after the date of the voucher approval and acceptance the balance not retained as aforesaid after deducting there from all previous payments and all amounts to be kept or retained under the provisions of this Contract, or as may be authorized or required by any law of the State in which the work is performed.

Equipment, materials, and workmanship furnished under this Contract shall be guaranteed by the Contractor to perform the services for which it is required in full compliance with these Specifications, for a period of one year from the date of contract close out.

The Contractor shall, except as otherwise specified, keep the work in good repair for one calendar year after the date of contract close out. The Contractor shall, at his own expense, correct and repair promptly all breaks, failures, or wear due to faulty material, workmanship, or equipment, and all settlements and irregularities of surface that may occur during that period.

The Contractor, upon the expiration of the period of one year from the date of contract close out, shall be entitled to receive the percentage retained, provided he has fully performed all obligations under this Contract, including all necessary repairs to the work during the guarantee period. No interest shall be due from or payable by the Owner on the retained percentage. If the Contractor has failed to make any of the repairs required under his guarantees, he shall be entitled to receive only such part of the retained percentage as may remain after the expense to the Owner of making such necessary repairs to the work or equipment shall have been deducted therefrom.

Should the Owner direct the Contractor to correct work that has been damaged or that has not been performed in accordance with the Contract Documents, an equitable deduction from the Contract Amount shall be made to compensate the Owner for the uncorrected work.