


RESOLUTION


No. 25 - 4 18

Date of Adoption NOV 06 2025

Approved as to Form and Legality

Factual content certified by


WESLEY BRIDGES, ESQ., DIRECTOR OF LAW


SEAN SEMPLE, DIRECTOR OF WATER AND SEWER

Councilman /woman _____ presents the following Resolution:

SPONSORED BY: _____

RESOLUTION ACCEPTING A BID AND AWARDING A CONTRACT TO RUSLING PAVING AND CONCRETE D/B/A RUSLING PAVING AND CONCRETE TO PROVIDE ROADWAY RESTORATION FOR THE TOWNSHIPS FOR THE CITY OF TRENTON, DEPARTMENT OF WATER AND SEWER, WATER UTILITY FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF AWARD IN AN AMOUNT NOT TO EXCEED \$891,500.00 – BID2025-78

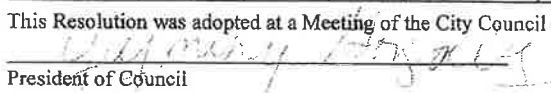
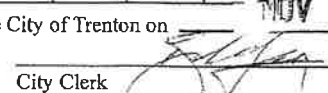
WHEREAS, four (4) sealed bids were received in the Division of Purchasing on September 16, 2025, at 11:00 am, by the Purchasing Agent to provide Roadway Restoration for the Townships for the City of Trenton, Department of Water and Sewer, Water Utility; and

WHEREAS, the low bidder, Rusling Paving and Concrete, LLC, D/B/A Rusling Paving and Concrete, 8 Irven Street, Trenton, NJ 08638, 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 \$891,500.00 have been certified to be available in the following account number: C-06-24-55-027A-390. 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 Rusling Paving and Concrete, LLC, D/B/A Rusling Paving and Concrete, 8 Irven Street, Trenton, NJ 08638, to provide Roadway Restoration for the Townships for the City of Trenton, Department of Water and Sewer, Water Utility for a period of one (1) year in an amount not to exceed \$891,500.00 from the date of award for the said purposes in the manner prescribed by law.

MOTION: <u>Harrison</u>					SECOND: <u>Williams</u>										
	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent			Aye	Nay	Abstain	Absent
EDWARDS	✓				FRISBY	✓				GONZALEZ		✓			
FELICIANO				✓	HARRISON	✓									
FIGUEROA					WILLIAMS	✓									
KETTENBURG	✓														

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on NOV 06 2025
 President of Council
 City Clerk

AGREEMENT
CITY OF TRENTON, NEW JERSEY
BID2025-78
RES. NO. 25-418

AWARDED TO RUSLING PAVING AND CONCRETE D/B/A RUSLING PAVING AND CONCRETE
TO PROVIDE ROADWAY RESTORATION FOR THE TOWNSHIPS FOR THE DEPARTMENT OF
WATER AND SEWER, WATER UTILITY

This Agreement, entered into this 7th Day of **NOVEMBER 2025** between the City of Trenton, a municipal corporation of the State of New Jersey, 'CITY' **319 EAST STATE STREET, TRENTON, NEW JERSEY 08608** and **RUSLING PAVING AND CONCRETE, LLC, D/B/A RUSLING PAVING AND CONCRETE, 8 IRVEN STREET, TRENTON, NJ 08638** ("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 \$891,500.00 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 RUSLING PAVING AND
CONCRETE D/B/A RUSLING PAVING AND CONCRETE TO PROVIDE ROADWAY RESTORATION
FOR THE TOWNSHIPS FOR THE CITY OF TRENTON, DEPARTMENT OF WATER AND SEWER, WATER
UTILITY FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF AWARD IN AN AMOUNT NOT TO
EXCEED \$891,500.00 – BID2025-78

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 telephone or written notice to the Agent or address indicated by the Contractor and by simultaneous and like notice to 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 stead 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 (NJSA 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

1/12/26


W. Reed Gusciora, Esq. Mayor

Date

1-9-26

and

RUSLING PAVING AND CONCRETE, LLC, D/B/A RUSLING PAVING AND CONCRETE, 8 IRVEN STREET, TRENTON, NJ 08638

CONTRACTOR SIGNATURE

DATE

Attest:

Secretary

President

Date

12/22/25

BID PROPOSAL SHEET		
CY2025 ROADWAY RESTORATION CONTRACT FOR THE TOWNSHIPS		
Item 1	For furnishing and installing 2-inch Superpave Top Course (HMA12.5M76) and 8-inch Superpave Base Course (HMA25M64) in NJDOT Roads	
150 Sq. Yd. @	\$ 120. —	Per Sq.Yd.

One hundred twenty — \$ 18,000. —
(Write Unit Price)

Item 2	For Furnishing and installing 2-inch Superpave top course (HMA9.5M64) and 8-inch Superpave Base Course (HMA25M64) in Mercer County Roads	
150 Sq. Yd. @	\$ 120. —	Per Sq.Yd.

One hundred twenty — \$ 18,000. —
(Write Unit Price)

Item 3	For Furnishing and Installing 2 inch FABC Top Course (Mix I-5) and 6 inch Stabilized Base Course (Mix I-2) in Hamilton Township Roads	
150 Sq. Yd. @	\$ 200. —	Per Sq.Yd.

two hundred — \$ 30,000. —
(Write Unit Price)

Item 4	For Furnishing and Installing 2 inch FABC Top Course (Mix 1-5) and 5 inch Stabilized Base Course (Mix I-2) in Ewing Township Roads	
1000 Sq. Yd.@	\$ 150. —	Per Sq.Yd.

one hundred fifty — \$ 150,000. —
(Write Unit Price)

BID PROPOSAL SHEET		
CY2025 ROADWAY RESTORATION CONTRACT FOR THE TOWNSHIPS		
Item 5	For Furnishing and Installing 2- inch FABC Top Course (Mix 1-5) and 5-inch Stabilized Base Course (Mix 1-2) in Lawrence Township Roads	
300 Sq. Yd. @	\$ 120. —	Per Sq. Yd.

one hundred + twenty \$ 36,000
 (Write Unit Price)

Item 6	For Furnishing and Installing 1 ½ inch FABC Top Course (Mix I-5) and 5-inch Stabilized Base Course (Mix I-2) in Hopewell Township Roads	
150 Sq. Yd. @	\$ 100. —	Per Sq. Yd.

one hundred \$ 15,000. —
 (Write Unit Price)

Item 7	For Furnishing and Installing 2- inch FABC Top Course (Mix I-5) in Roads of ALL Jurisdictions except NJDOT & MCDOT)	
3350 Sq. Yd. @	\$ 85. —	Per Sq. Yd.

eighty - five \$ 284,750. —
 (Write Unit Price)

Item 8	For furnishing and installing 2-inch Superpave Top Course (HMA12.5M76) in Mercer County Roads	
50 Sq. Yd. @	\$ 100. —	Per Sq. Yd.

one hundred \$ 5,000. —
 (Write Unit Price)

BID PROPOSAL SHEET		
CY2025 ROADWAY RESTORATION CONTRACT FOR THE TOWNSHIPS		
Item 9	For Furnishing and Installing 2-inch Superpave (HMA9.5M64) top course in Mercer County Roads	
150 Sq. Yd. @	\$ 100. —	Per Sq.Yd.

one hundred — \$ 15,000. —
 (Write Unit Price)

Item 10	For Furnishing and Installing Infrared Process in Roads of All Jurisdictions	
100 Sq. Yd. @	\$ 50. —	Per Sq.Yd.

fifty — \$ 5,000. —
 (Write Unit Price)

Item 11	For furnishing and installing 10- inch Superpave Base Course (HMA25M64) in NJDOT Roads	
50 Sq. Yd. @	\$ 120. —	Per Sq.Yd.

one hundred twenty — \$ 6,000. —
 (Write Unit Price)

Item 12	For furnishing and installing 10-inch Stabilized Superpave Base Course (HMA25M64) in Mercer County Roads	
50 Sq. Yd. @	\$ 120. —	Per Sq.Yd.

one hundred twenty — \$ 6,000. —
 (Write Unit Price)

BID PROPOSAL SHEET		
CY2025 ROADWAY RESTORATION CONTRACT FOR THE TOWNSHIPS		
Item 13	For furnishing and installing 8 ½ inch Stabilized Base Course (Mix I-2) in Hamilton Township roads	
200 Sq. Yd. @	\$ 175. —	Per Sq. Yd.

one hundred seventy five \$ 35,000. —
 (Write Unit Price)

Item 14	For furnishing and installing 7- inch Stabilized Base Course (Mix 1-2) in Ewing Township	
30 Sq. Yd	\$	Per Unit

(Write Unit Price)

\$ revised

Item 15	For Furnishing and Installing 7- inch Stabilized Base Course (Mix 1-2) in Lawrence Township	
100 Sq. Yd.	\$	Per Unit

(Write Unit Price)

\$ Revised

Item 16	For Furnishing and Installing 6 ½ inch Stabilized Base Course (Mix I-2) in Hopewell Township Roads	
15 Sq. Yd. @	\$	Per L.F.

(Write Unit Price)

\$ revised

revised
Sheet

BID PROPOSAL SHEET		
CY2025 ROADWAY RESTORATION CONTRACT FOR THE TOWNSHIPS		
Item 14	For furnishing and installing 7- inch Stabilized Base Course (Mix 1-2) in Ewing Township	
30 Sq. Yd	\$ 175. —	Per Sq. Yd.

one hundred seventy five — \$ 5,250. —
 (Write Unit Price)

Item 15	For Furnishing and Installing 7- inch Stabilized Base Course (Mix 1-2) in Lawrence Township	
100 Sq. Yd.	\$ 175. —	Per Sq. Yd.

one hundred seventy - five \$ 17,500. —
 (Write Unit Price)

Item 16	For Furnishing and Installing 6 ½ inch Stabilized Base Course (Mix 1-2) in Hopewell Township Roads	
15 Sq. Yd. @	\$ 100. —	Per Sq. Yd

one hundred \$ 1,500. —
 (Write Unit Price)

BID PROPOSAL SHEET		
CY2025 ROADWAY RESTORATION CONTRACT FOR THE TOWNSHIPS		
Item 17	For 2-inch milling of FABC/HMA or stabilized base in roads of ALL jurisdictions	
3200 Sq. Yd. @	\$ 72. —	Per Sq. Yd.

Seventy - two ————— \$ 230,400. —
 (Write Unit Price)

BID PROPOSAL SHEET		
CY2025 ROADWAY RESTORATION CONTRACT FOR THE TOWNSHIPS		
Item 17	For 2-inch milling of FABC/HMA or stabilized base in roads of ALL jurisdictions	
3200 Sq. Yd. @	\$	Per L.F.

_____ \$ revised
(Write Unit Price)

Item 18	For constructing valve box resets in roads of ALL jurisdictions	
50 Unit @	\$ <u>100. —</u>	Each

one hundred _____ \$ 5,000. —
(Write Unit Price)

Item 19	For constructing valve box replacement in roads of ALL jurisdictions	
10 Unit @	\$ <u>300. —</u>	Each

three hundred — _____ \$ 3,000. —
(Write Unit Price)

Item 20	For Furnishing and Installing Permanent Traffic Stripes in Roads of All Jurisdictions	
20a	4-inch wide striping in various colors	
50 L.F.@	\$ <u>10. —</u>	Per L.F.

ten — _____ \$ 500. —
(Write Unit Price)

BID PROPOSAL SHEET		
CY2025 ROADWAY RESTORATION CONTRACT FOR THE TOWNSHIPS		
20b	8-Inch Wide Striping in various colors	
20 L.F.@	\$ 20. -	Per L.F.

twenty _____ \$ 400. -
(Write Unit Price)

20c	12-Inch Wide Striping in various colors	
20 L.F.@	\$ 30. -	Per L.F.

thirty _____ \$ 600. -
(Write Unit Price)

20d	24-Inch Wide Striping in various colors	
15 L.F.@	\$ 40. -	Per L.F.

fourty _____ \$ 600. -
(Write Unit Price)

Item 21	For Furnishing and Installing Permanent Pavement Marking in Roads of All Jurisdictions	
21a	Through Lane Arrow	
1 Unit @	\$ 500. -	Each

five hundred _____ \$ 500. -
(Write Unit Price)

BID PROPOSAL SHEET		
CY2025 ROADWAY RESTORATION CONTRACT FOR THE TOWNSHIPS		
21b	Turn Lan Arrow	
1 Unit @	\$ 500. —	Each

Five hundred — \$ 500. —
(Write Unit Price)

21c	Turn and Through Lan Arrow	
1 Unit @	\$ 500. —	Each

five hundred — \$ 500. —
(Write Unit Price)

21d	Lane Reduction	
1 Unit @	\$ 500. —	Each

five hundred — \$ 500. —
(Write Unit Price)

21e	Wrong-Way Arrow	
1 Unit @	\$ 500. —	Each

five hundred — \$ 500. —
(Write Unit Price)

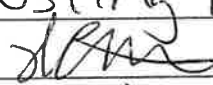
BID PROPOSAL SHEET		
CY2025 ROADWAY RESTORATION CONTRACT FOR THE TOWNSHIPS		
21f	Fire Hydrant Symbol	
1 Unit @	\$ 500. —	Each

five hundred \$ 500. —
 (Write Unit Price)

TOTAL BID FOR CONTRACT
 (Items 1 through 21 Inclusive)

\$ 891,500. —

eight hundred ninety one thousand five hundred —
 (Write Total Bid Amount)

Company Name	Rusling Paving & Concrete
Authorized Signature	
Person to Contact	Robert Liberto
Telephone Number	609 771-4303

CONTRACT AWARD

Upon opening bids, pricing shall remain firm for a period of sixty (60) calendar days. If the award is not made within sixty (60) calendar days, bidders may hold their bid consideration beyond sixty days or until the contract is awarded.

☒ Check here if you are willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

☐ Check here if you are not willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

AUTHORIZED SIGNATURE

A handwritten signature in black ink, appearing to be 'J. Smith', is written over a horizontal line.

SPECIFICATIONS AND INFORMATION TO BIDDERS

The following information is supplied to bidders for the restoration of roadway pavements inclusive of valve box resetting over water utility installations for the Trenton Water Works. Work shall be performed at various locations throughout the distribution system in the Hamilton, Ewing, Lawrence, and Hopewell as well as roadways under the jurisdiction of the State of New Jersey and the County of Mercer.

The approximate number of locations is 700 (seven hundred). The approximate size of a roadway pavement restoration is one to ten square yards. The roadway restorations are predominantly at locations where customers' service lines have been replaced from the water main in the street to the customer's side of the curb and at locations where water mains have been repaired in the roadway.

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) Roadways. Trenton Water Works (TWW) 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 shall be altered only upon approval of the 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 the Contractor 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 that jurisdiction's Street Inspector's Office by 4:00 p.m. on the workday before performing work.

Jurisdiction	Representative	Phone No.	Email
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	Kyle Battaglia	609-890-3576	kbattaglia@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 Hutzelmenn	609-737-0799	jhutzelmenn@hopewelltwp.org

3. All work shall be completed within one 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 daily. 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/her 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 daily.
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 he did not perform 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 (e.g. Cone., Asphalt, etc.) and the date when 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. Before digging, it shall be the Contractor's responsibility to notify the New Jersey one-call system for mark outs of existing utilities. This shall be done in a timely manner to avoid any delay in the contract work. Any day(s) that the contractor is unable to work due to his failure to call the NJ one call system in a timely manner will be taken into consideration before assessing any penalty towards contract progress as described in paragraph 4. It will also be taken into consideration before assessing any penalty towards non-performing working day(s) as described in paragraph 5.
8. No portion of this contract shall be subcontracted 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 subcontractor, and a list of the subcontractor's previous experience and equipment. Use of a

subcontractor without written approval from the Engineer shall constitute a breach of contract and shall be grounds for termination of the contract.

9. 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 roadway 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.
10. When working on roadway restorations, the Contractor shall be responsible for maintaining an even flow of traffic. The Contractor shall conform to all Department of Transportation (DOT) 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.
11. The Contractor shall not excavate a greater number of locations than he is able to finish by the end of each work week.
12. 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.
13. 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.
14. 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.
15. Within five 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 the 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 restoration sites. If 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.

16. 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 responsible total contract price.

DESCRIPTION OF WORK

1. Paving Cut Restoration at Various Locations

Cut sizes shall be of various widths and lengths. Prior to placement of any new base, the existing temporary pavement and/or base shall be removed. The existing base and surface course shall be squared and cut on a vertical plane to a width and length specified in the attached detail plans or as directed by the Engineer. Material shall be removed from the site and not left at the site overnight.

Within 72 hours of when either concrete or bituminous stabilized base course has been constructed, the Contractor shall construct the 2-inch FABC or HMA Superpave top course.

Trenches without the FABC/HMA Superpave top course shall not be permitted over the weekend.

The stabilized base course and FABC/HMA Superpave top course shall be compacted by vibratory roller that is equal in size to an eight-ton roll. Any substitutes shall have the approval of the Engineer.

Prior to the placement of the FABC/HMA Superpave top course, all joints shall be painted with RC-250 Tack Coat or an equivalent approved by the Engineer.

Immediately following the placement of FABC/HMA Superpave top course all surface joints shall be sealed with asphalt cement, AC-20, or an equivalent approved by the Engineer.

Jurisdiction	Type of Restoration (See details attached)
State of New Jersey (NJDOT)	2 in. Superpave (HMA12.5M76) top course 8 in. Superpave Base Course (HMA25M64) compacted in lifts <= 12 inches
Mercer County	2 in. Superpave (HMA9.5M64) top course 8 in. Superpave Base Course (HMA25M64) compacted in lifts <= 12 inches
Hamilton Township	2 in. FABC (mix #5) top course 6 in. Stabilized Base Course (mix #2) compacted in lifts <= 6 inches; See details for cutbacks required by this jurisdiction
Ewing Township	2 in. FABC (mix #5) top course 5 in. Stabilized Base Course (mix #2) compacted in lifts <= 4 inches See details for cutbacks required by each jurisdiction
Lawrence Township	2 in. FABC (mix #5) top course 5 in. Stabilized Base Course (mix #2) compacted in lifts <= 4 inches; See details for cutbacks required by this jurisdiction
Hopewell Township	1/2 in. FABC (mix #5) top course 5 in. Stabilized Base Course (mix #2) compacted in lifts <= 4 inches; 6 in. cutbacks required
State of New Jersey (NJDOT)	10 in. Superpave Base Course (HMA25M64) compacted in lifts <= 4 inches
Mercer County	10 in. Superpave Base Course (HMA25M64) compacted in lifts <= 4 inches
Hamilton Township	8 in. Stabilized Base Course (mix #2) compacted in lifts <= 6 inches
Ewing Township	7 in. Stabilized Base Course (mix #2) compacted in lifts <= 4 inches
Lawrence Township	7 in. Stabilized Base Course (mix #2) compacted in lifts <= 4 inches
Hopewell Township	6 in. Stabilized Base Course (mix #2) compacted in lifts <= 4 inches

Jurisdiction	Type of Restoration (See details attached)
All Jurisdictions	Infrared Process
All Jurisdictions	2 in. milling of FABC/HMA or Stabilized Base
All Jurisdictions	2 in. of FABC/HMA

2. Infrared Process

This process is an additional contract item in addition to the water trench restoration work that the Contractor will be required to do as needed and directed by the Engineer. Infrared process payment shall be made upon the actual dimension of the area to be restored.

Infrared Process shall be done as follows:

- a. Sweep away loose debris or standing water from repair and surrounding area.
- b. Position infrared panel over area to be restored.
- c. Wait approximately 15 minutes for pavement to become 280-degree hot mix again. Time varies by ambient temperature.
- d. Rake area, apply rejuvenator to older asphalt and add asphalt (at no additional cost to TWW) if needed to bring asphalt to proper grade. The material is then blended and luted for proper elevation.
- e. Compact the area with a vibratory compactor, compacting the edges first to pinch the seam. This creates a thermal bond with the existing pavement and eliminates any seams.
- f. Allow the restored area to cool before opening up to traffic.

3. Milling of FABC/HMA or Stabilized Base

Cut sizes for this process shall be of various widths and lengths. The depth of milling of existing roadway shall be up to 2 inches. The milling machine shall be equipped with an automatic grade control system, either ski type or string line. Areas to be milled which are not accessible to the milling machine shall be removed by other equipment. The milling operation shall be carried out in a manner that prevents dust and other particulate matter from escaping into the air.

The contractor shall be responsible for hauling away and disposing of the milled material without any extra cost to the Trenton Water Works.

The surface of the milled area shall be swept clean prior to being opened to traffic and prior to the subsequent construction or resurfacing stage.

The milling shall provide a skid resistance not less than that of the original surface prior to milling and shall permit the safe passage of traffic.

4. Valve Box Resetting

At the locations where roadway valve boxes are not at existing grade due to pavement overlays or box settlement and where roadway valve boxes have been placed, and where roadway valve boxes are located in areas which are to be restored after a service replacement, main repair, etc., and in which stabilized base is to be placed, valve boxes shall be made free of debris, reset and properly aligned according to the plans and description herein.

Properly aligned shall mean that the valve box (top & bottom section) shall be plumb and centered over the valve operating nut in such a manner that it (valve operating nut) can be freely operated by a valve key in a vertical position. If the bottom section is properly aligned over the valve operating nut, this may only involve the resetting of the top section. If the entire valve box is not properly aligned both the top and bottom sections shall be reset and properly aligned over the valve operating nut. The removal of valve box debris to verify the alignment ("Properly Aligned") of existing valve box locations shall be the responsibility of the Contractor and included as part of the work to be performed under this item without extra charge to the Trenton Water Works.

For all valve boxes, the existing pavement and base shall be removed and, if required, adequate sub-base shall be excavated so that the top section of the valve box may be raised to proper grade. Proper grade shall mean the finished grade of the 2" FABC/HMA top to ½" below this finished grade. If the sub-base is removed, the appropriate sub-base for that jurisdiction shall be placed, and thoroughly and adequately tamped to a grade that shall allow at least 6-inches or 8-inches of Class B concrete (air entrained, 2% non-Chloride accelerator, NJDOT approved) 18-inches square to be placed around the top section of the valve box and still allow a 2-inch FABC/HMA top course to be placed to meet existing grade contiguous to the excavation.

5. Valve Box Replacement

At locations where there is a damaged valve box or old, square style valve box or valve box with an adapter (extension piece), it shall be replaced with a new valve box assembly that shall be provided by the TWW. All damaged valve boxes shall be returned by the contractor to the Trenton Water Works Storehouse in exchange for a new valve box. In anticipation of the need to replace valve boxes, a number of valve box assemblies consisting of valve box lid, a top section and a bottom section shall be provided by TWW to the Contractor. Where possible, new valve boxes (top and bottom sections) shall be placed inside the old square style box surrounded by select fill and the appropriate concrete collar around the outside of the new valve box. Valve boxes shall be installed so that the valve box is properly aligned over the valve operating nut. Properly aligned shall mean that the valve box (top and bottom sections) shall be plumb and centered over the valve operating nut in such a manner that the valve nut can be freely operated by a valve key in a vertical position. The removal of valve box debris to verify the correctness ("Properly Aligned") of existing valve box locations shall be the responsibility of the Contractor and included as part of the work to be performed under this item without extra charge to Trenton Water Works.

For all valve boxes, the existing pavement and base shall be removed and, if required, adequate sub-base shall be excavated so that the top section of the valve box shall be installed to proper grade. Proper grade shall mean the finished grade of the 2" FABC/HMA top to ½" below this finished grade. If the sub-base is removed, the appropriate sub-base for that jurisdiction shall be placed, and thoroughly and adequately tamped to a grade that shall allow at least 6-inches or 8-inches of Class B concrete, air entrained, 2% none Chloride accelerator, NJDOT approved, 18-inches square to be placed around the top section of the valve box and still allow a 2-inch FABC/HMA top course to be placed to meet existing grade contiguous to the excavation.

6. Permanent Traffic Stripes

Where directed by the Engineer, the Contractor shall install permanent pavement markings. The construction method and material specifications shall be as directed by the Engineer and by the governing body, either State, County or Municipal, having jurisdiction over the roadway or sidewalk.

7. Permanent Pavement Marking

Where directed by the Engineer, the Contractor shall install permanent pavement markings. The construction method and material specifications shall be as directed by the Engineer and by the governing body, either State, County or Municipal, having jurisdiction over the roadway or sidewalk.

METHOD OF PAYMENT

- 8 in. Stabilized Base and 2 in. FABC Top
- 8 in. Superpave Base and 2 in. Superpave Top
- 5 in. Stabilized Base and 2 in. FABC Top
- 5 in. Stabilized Base and 1 ½ in. FABC Top
- 2 in. FABC Top
- 2 in. HMA Superpave
- 6 ½ in., 7 in., 8 ½ in., 9 in., and 10 in. Stabilized Base Course
- 2 in. Milling of FABC/HMA or Stabilized Base

For the above items, payment shall be made based upon the actual measured dimensions of the finished top course provided that said top course's width and length does not exceed the width and length that would be obtained using the cutbacks shown on the restoration details or the dimensions the Engineer has directed the Contractor to use. Where the finished dimensions exceed that which should have been obtained, then the dimension figures for payment shall be adjusted to the appropriate sizes and payment shall be made in accordance with those adjusted dimension figures.

Infrared Process

For the above item, payment shall be made based upon the actual measured width and length of the finished Infrared work. Where the finished dimensions exceed that which should have been obtained, then the dimension figures for payment shall be adjusted to the appropriate dimension and payment shall be made in accordance with those adjusted dimension figures.

Valve Box, Reset

For each valve box reset separately and for each valve box reset as part of a pavement restoration in bituminous or concrete base replacement, payment shall be made for each valve box reset at the unit price bid.

Where work under this item for one valve is done together with work under another item, $\frac{1}{2}$ square yard shall be subtracted from the total square yardage of that restoration and one valve resetting unit shall be paid for under this item. If more than one valve is reset, the figures shall be multiplied accordingly.

Valve Box, Replacement

For each valve box replaced separately and for each valve box replaced as part of a pavement restoration in bituminous base or concrete base replacement, payment shall be made for each valve box replaced at the unit price bid.

Where work under this item for one valve is done together with work under another item, $\frac{1}{2}$ square yard shall be subtracted from the total square yardage of that restoration and one valve replacement unit shall be paid for under this item. If more than one valve is replaced, the figures shall be multiplied accordingly.

Permanent Traffic Stripes

For the above items, payment shall be made on a per lineal foot basis for the actual quantity installed, determined by the unit price of the bid. No payment will be made for traffic paint installed without approval by the Engineer and by the governing body, either State, County or Municipal, having jurisdiction over the roadway. Where the finished dimensions exceed that which should have been obtained; then the dimension figures for payment shall be adjusted to the actual field measurements and payment shall be made in accordance with those adjusted dimension figures.

Payment shall include all equipment, labor, and materials necessary for application.

Permanent Pavement Marking

For the above items, payment shall be made on a per unit basis for the actual quantity installed, determined by the unit price of the bid. No payment will be made for traffic paint installed without approval by the Engineer and by the governing body, either State, County or Municipal, having jurisdiction over the roadway. Where the finished number of units exceed that which should have been obtained, then the number of units for payment shall be adjusted to the actual field measurements and payment shall be made in accordance with those adjusted number of units.

Payment shall include all equipment, labor, and materials necessary for application.

BILLING PROCEDURE

The Contractor shall submit properly executed original Trenton Water Works Vouchers for payment. 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 restorations 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 percent (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.

GENERAL CONDITIONS AND INSTRUCTION TO BIDDERS

1. Bidders must complete the cover/bid proposal sheet in full for all required information.

For any information concerning this proposal bidders may contact Isabel Garcia, Purchasing Agent 319 East State Street, Trenton, New Jersey 08608 by calling (609) 989-3139 or via email at igarcia@trentonnj.org.