TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET
475 DeMott Lane, Somerset, NJ 08873-6704
MUNICIPAL BUILDING
Somerset, NJ 08873-6704

PURCHASING DEPARTMENT
Cindy Belanger
Purchasing Administrator, QPA, RPPO

PHONE: (732) 873-2500 ext. 6239
Email: Cindy.Belanger@twp.Franklin.NJ.US

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids will be opened and read in public by the Purchasing Administrator for Township of Franklin, Somerset County, Municipal Building 475 DeMott Lane, Somerset, New Jersey, at 11:00 a.m. prevailing time on May 17, 2017 for the following:

2017 Road Resurfacing –Patton Dr Area
B17-003-ENG

Bids shall be delivered in sealed envelopes and addressed to Cindy Belanger, Purchasing Administrator, Purchasing Office at the Municipal Building, 475 DeMott Lane, Somerset, NJ 08873, **clearly marked on the outside with the contract name and number, bearing the name and address of the bidder on the outside.**

Specifications and instructions may be obtained at the Purchasing Office or can be downloaded from the website www.franklintwpnj.org. All printed **drawings/plans** must be obtained at the office of the Purchasing Administrator, during regular business hours, on or after April 10, 2017**.** A document **fee for drawings/plans of $25.00 NON-REFUNDABLE** in the form of a check payable to Franklin Township will be required for each set of drawings taken out by prospective bidders.

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of $20,000, payable unconditionally to Franklin Township, along with a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and that said Surety will furnish a Performance and Payment Bond in amounts of 100% of successful bidder's contract.

*All Bid Addenda will be issued on the website at www.franklintwpnj.org. Therefore, all interested respondents should check the website from now through bid opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Bidders shall comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 et seq.

Cindy Belanger, QPA, RPPO
Posted: April 10, 2017

TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET

GENERAL INSTRUCTIONS

1. SUBMISSION OF BIDS

A. Sealed bids shall be received in accordance with public advertisement as required by law, a copy of said notice being attached hereto and made a part of these specifications.

B. Each bid shall be submitted on the proposal form attached, in a sealed envelope
(1) addressed to the Purchasing Administrator
(2) bearing the name and address of the bidder on the outside
(3) clearly marked "BID" with the name of the item(s) being bid.
Provide One (1) Original & Two (2) copies of the bid.
(4) The Township is storing all responses electronically; therefore submit **all pages** of the response on a CD in addition to the printed copies.

C. It is the bidder's responsibility to see that bids are presented to the Purchasing Administrator on the hour and at the place designated. Bids may be hand delivered or mailed; however, the Township disclaims any responsibility for bids forwarded by regular or express mail. If the bid is sent by express mail, the designation in B. above must also appear on the outside of the express company envelope. Bids received after the designated time and date will be returned unopened.

D. The Township reserves the right to postpone the date for presentation and opening of bids and will give written notice of any such postponement to each prospective bidder as required by law.

E. More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

2. BID SECURITY

The following provisions, if indicated by an (x), shall be applicable to this bid and be made a part of the bidding documents:

A. ☒ **BID GUARANTEE**

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of $20,000, payable unconditionally to the Township.

When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the Township.

The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted.

The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to statute. Failure to submit required guarantee shall be cause for rejection of the bid.

B. ☒ **CONSENT OF SURETY**

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the Township stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to statute.

Failure to submit this shall be cause for rejection of the bid.

C. ☒ **PERFORMANCE BOND**
Successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

D. ☒ **LABOR AND MATERIAL (PAYMENT BOND)**
Successful bidder shall, with the delivery of the performance bond, submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed in the contract.

E. ☒ **MAINTENANCE BOND: REQUIRED IF CHECKED**

1. Upon acceptance of the work by the Township, the vendor shall submit a maintenance bond in the amount of ten percent 10% guaranteeing against defective quality of work or materials for the period of one (1) year.

2. The performance bond provided shall not be released until final acceptance of the whole work and then only if any items or claims have been satisfied and any maintenance bonds required have been executed and approved by the Township.

3. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey and acceptable to the Township.

3. QUOTATIONS, BIDS AND FORMS

A. (1). Franklin Township, County of Somerset is exempt from any local, state or federal sales, use or excise tax. **Franklin Township will not pay service charges such as interest and late fees**.
(2). The Township of Franklin or any of its offices and divisions will not complete credit applications as a result of contract(s) resulting from award based on these specifications.

B. Bids must be signed in ink by the bidder, all quotations shall be made with a typewriter or pen and ink. Any quotation showing any erasure alteration must be initialed by the bidder in ink. Unit prices and totals are to be inserted in spaces provided.

C. Failure to sign and give all information in the bid may result in the bid being rejected.

D. Insert prices for furnishing all of the material/or labor described. Prices shall be net including all transportation charges fully prepaid by the contractor (F.O.B. destination, freight prepaid) and placement as designated by the Township. No additional charges will be allowed for any transportation costs resulting from partial shipments made at vendors' convenience when a single shipment is ordered.

E. Any bidder may withdraw his bid at any time before the time set for receipt of bids. No bid may be withdrawn in the 60 day period after the bids are received.

F. All forms shall be completed and attached to the bid proposal. *BIDDER IS ALERTED TO THE BID DOCUMENT CHECK LIST PAGE.*

4. INTERPRETATIONS AND ADDENDA

A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the Township. The bidder accepts the obligation to become familiar with these specifications.

B. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Purchasing Administrator. In the event the bidder fails to notify the Township of such ambiguities, errors or omissions, the bidder shall be bound by the bid.

C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the Purchasing Administrator. In order to be given consideration, written requests for interpretation must be received at least ten (10) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with Statute. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the bid. The Township's interpretations or corrections thereof shall be final.

D. **1.** If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the Township of the extended totals shall govern.

5. BRAND NAMES, STANDARDS OF QUALITY, PATENTS

A. Only manufactured and farm products of the United States, wherever available, shall be used on this contract in accordance with prevailing statutes.

B. Brand names and or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully explained by the bidder on a separate sheet and submitted with the proposal form. Vendor's literature will not suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.

C. It is the responsibility of the bidder to demonstrate the equivalency of item(s) offered. The Township reserves the right to evaluate the equivalency of a product which, in its deliberations, meets its requirements.

D. The contractor shall hold and save harmless the Township, its officers, agents, servants, and employees, from any liability of any nature and kind for or on account of the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.

E. Estimated Quantities, the Township has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to Statute. No minimum purchase is implied or guaranteed.

F. Wherever practical and economical to the Township, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

6. AWARD OF BID

A. The Township reserves the right to accept or reject any or all bids, to waive identified irregularities and technicalities, and to award in whole or in part to the lowest responsible bidder, if it is in the best interest of the Township to do so. Without limiting the generality of the foregoing, any bid which is incomplete, obscure, or irregular may be rejected, any bid having erasures or corrections in the price sheet may be rejected; any

bid in which unit prices are omitted, or in which unit/total prices are unbalanced, may be rejected; any bid accompanied by any insufficient or irregular certified check, cashier's check or bid bond may be rejected.

B. The Township further reserves the right to award each item separately to the lowest responsible bidder meeting specifications or to make an award based on the total bid to the bidder whose total sum is the low bid meeting the specifications, whichever in the awarding authorities' opinion is in the best interest of the Township. Without limiting the generality of the foregoing, the Township reserves the right to award a contract based on either option that may be described in the bid proposal or based on any combination thereof.

C. The Township reserves the right to award equal or tie bids at their discretion to any one of the tie bidders.

D. Should the bidder, to whom the contract is awarded, fail to enter into a contract, the Township may then, at its option, accept the bid of the next lowest responsible bidder.

E. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Township reserves the right to cancel this contract.

F. Government entities are not private business/consumer clients; therefore, separate company agreements are not honored. Terms of the specifications/bid package prevail unless otherwise noted by the vendor as exceptions.

G. If applicable, successful bidder shall be responsible for being fully informed about the cost and for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall include this cost in the bid price agreement. These approvals may be from persons or government bodies other than the Township. The contractor shall be responsible for obtaining the approval and acceptance of this work by such persons, counties and similar bodies. Such work may include, but shall not be restricted to, township road opening permits, replacement of sidewalks, curbs, pavement or utilities and other incidental work required to complete the contract. Any fees associated with building permits and any associated inspection fees shall be borne by the contractor.

H. The successful bidder will not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the Township. If, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his/her interests to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Township.

I. The successful bidder will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Township.

J. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder whose base bid is the lowest.

K. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder whose net bid on such combination is the lowest.

L. Comparison of bids will be made on the basis of the relative amount of the respective base bids, as corrected for any errors, together with the adoption of any alternative items deemed advantageous to the Township or necessary to maintain the cost of the work within the funds available. The Township reserves the right to select the size and type of construction deemed by it to be the most advantageous and to its best interest.

7. ☒ NEW JERSEY PREVAILING WAGE ACT (When Applicable)

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at http://lwd.dol.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html.

8. ☒ THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34 :11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act (N.J.S.A. 34 :11-56.25, et seq.) It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute (N.J.S.A. 34 :11-56.25(5)). The term means:

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.

- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds… "

- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at http://lwd.dol.state.nj.us/labor/wagehour/regperm/pw_cont_reg.html. N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate or registration.

9. NON-COLLUSION AFFIDAVIT

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted intact with the proposal.

10. NON-DISCRIMINATION

There shall be no discrimination against any employee engaged in the work required to produce the commodities covered by any contract resulting from this bid, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or

other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this bid.

11. MANDATORY EEO/AFFIRMATIVE ACTION EVIDENCE

NO FIRM MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE EEO/AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, c. 127, AS AMENDED FROM TIME TO TIME, AND THE AMERICANS WITH DISABILITIES ACT.

A. Procurement, Professional and Service Contracts

All successful vendors must submit prior to an award of the contract one of the following:

(1) A photocopy of their Federal Letter of Affirmative Action Plan Approval, or
(2) A photocopy of their State Certificate of Employee Information Report, or
(3) A photocopy of completed Affirmative Action Employee Information Report: AA302- Available on-line at www.state.nj.us/treasury/contract_compliance

B. *Construction Contracts*

All successful contractors must submit prior to signing of the contracts an Initial Project Manning Report (AA201-available on-line at www.state.nj.us/treasury/contract_compliance for any contract award that meets or exceeds the bidding threshold.

12. WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34: 51 et seq., and N.J.A.C 5:89-5 et seq.,). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets MSDS) aka hazardous substance fact Sheet, must be furnished.

13. STATEMENT OF CORPORATE OWNERSHIP

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the bid or accompanying the bid of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, there is submitted to the Township a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. This form shall be signed and submitted with the bid/proposal whether or not a stockholder or partner owns less than 10% of the business submitting the bid. Failure to comply requires mandatory rejection of the bid/proposal.

14. ACQUISITION, MERGE, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit, when required, a performance bond in the amount of the open balance of the contract.

15-18 Reserved for Future Use

19. ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally to the amount of service deleted in

accordance with the bid price. Should additional services be required, payment to the Contractor will be increased proportionally to the amount of service added in accordance with the bid price.

20. Vendor's literature and/or pricing sheets will not be accepted in lieu of completing the proposal blank(s) set forth in these specifications.

21. ALTERING OFFICIAL DOCUMENT

Bidders shall not write in margins or alter the official content or requirements of the County bid documents.

22. SPECIFICATIONS

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of contract.

23. OWNERSHIP OF MATERIAL

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. All information supplied to the owner may be required to be supplied on CD-ROM media compatible with the owner's computer operating system, windows based, Microsoft Office Suite 2000.

24. AMENDMENTS TO N.J.S.A. 2C: 21-33 et. seq. "TRUTH IN CONTRACTING"

Provisions of law govern false claims and representation. It is a serious crime for the vendor to knowingly submit a false claim and/or knowingly make material misrepresentation. There are enhanced penalties for areas of false claims, bid rigging and bribery, gratuities and gifts; and conflict of interest. Please consult the statute for further information.

25. N.J. BUSINESS REGISTRATION PROGRAM

Certificate required pursuant to C57, PL2004; failure to be registered by time of contract award may be cause for rejection. Entities or individuals that need to file for a certificate may do so on-line through the NJ Division of Local Government Services at the following link: http://www.state.nj.us/treasury/revenue/busregcert.shtml

26. "PAY TO PLAY" – NOTICE OF DISCLOSURE REQUIREMENT – P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19:44A – 20.27)

1. Any business entity that has received $50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website.
2. Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year.
3. At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.
4. If you have any questions please contact ELEC at: 1-888-313-ELEC (3532) (toll free in NJ) or 609-

292-8700

27. NON-ALLOCATION OF FUNDING TERMINATION

Each fiscal year payment obligation of the Owner is conditioned upon the availability of Owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor hereunder, whether in whole or in part, the Owner at the end of any particular fiscal year may terminate such services. The Owner will notify the Contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Owner to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third party contractor.

28 FORCE MAJEURE

Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of this Agreement if the fulfillment of any term or provision of this Agreement is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of this Agreement is delayed or prevented by any court order, or action or injunction or other such agreement, this Agreement shall become voidable by the Franklin Township by notice to each party.

29. The Township and the Contractor each bind themselves and their successors, executors, administrators, heirs and assigns and legal representatives of the other party respecting all covenants and agreements and obligations of this contract.

30. The terms of this Agreement shall be construed and interpreted, and all respective rights and duties of the parties shall be governed by the laws of the State of New Jersey.

31. NON-PAYMENT OF PENALTIES AND INTEREST ON OVERDUE BILLS

Public funds may be used to pay only for goods delivered or services rendered. Franklin Township will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the Township to pay additional fees.

32. FIRM FIXED CONTRACT

This is a firm fixed contract, prices firm, FOB Township locations. No price escalation. The vendor shall void the contract and permit the Township to solicit open market pricing should any price increase or surcharge be imposed.

33. W-9

Successful bidder/respondent shall complete W-9 Form and submit to Purchasing prior to contract award. The form is available at the following link: www.irs.gov/pub/irs-pdf/fw9.pdf

34. Future use

35. PUBLIC EMERGENCY

In the event of a Public Emergency declared at the Local, State or Federal Level, if the Township opts to extend terms and conditions of this bid, the contractor agrees to extend the terms and conditions of this bid, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original contractor cannot meet this requirement, the Township may solicit the goods and/or services from any bidder on this contract.

36. SOURCE OF SPECIFICATIONS/BID PACKAGES

Specifications and instructions may be obtained at the Purchasing Office or can be downloaded from the website www.franklintwpnj.org. All printed **drawings/plans with** must be obtained at the office of the Purchasing Administrator, during regular business hours, A document **fee for drawings/plans of $25.00 NON-REFUNDABLE** in the form of a check payable to Franklin Township will be required for each set of drawings taken out by prospective bidders

Official Township bid packages for routine goods and services are available from www.franklintwpnj.org at no cost to the vendor. All addenda are posted on this site. Potential bidders are cautioned that they are bidding at their own risk if a third party supplied the specifications that may or may not be complete. The Township is not responsible for third party supplied specifications.

37. EMPLOYEE WAGE REPORTING:

The contractor and any subcontractor thereof engaged under a contract pursuant to this specification is subject to and shall comply with the provisions of N.J.S.A. 34:11-68 with respect to record keeping of all individuals engaged in the collection or transportation of solid waste or recyclable material, excluding recycled or reclaimed asphalt or concrete, collected under this contract.

By entering into a contract, the contractor acknowledges the provisions of N.J.S.A. 34:11-68 with regard to the authority of the Commissioner of the Department of Labor and Workforce Development to investigate the contractor or subcontractor's wages and any penalties that may result from failure to comply.

38. CONTRACT PERIOD:

A. The contract shall be in effect until all the terms of the specifications are met. The contractor shall carry on the work regularly and without interruption at a rate to insure full completion of the base bid contract, 45 days from Notice to Proceed.

B. In any event, the Township reserves the right to cancel the contract with 30-day notification to the vendor.

C. If, through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract, or if the contractor shall violate any of the requirements of this contract, the Township shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Township of any obligation for balances to the contractor for work not yet completed or approved by the Township.

D. Notwithstanding the above, the contractor shall not be relieved of liability to the Township for damages sustained by the Township by virtue of any breach of the contract by the contractor and the Township may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the Township from the contractor is determined.

E. The contractor agrees to indemnify and hold the Township harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the Township under this provision.

F. In case of default by the successful bidder, the Township may procure the services from other sources and hold the successful bidder responsible for any excess costs occurred.

G. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Township reserves the right to cancel this contract.

39. DELIVERY AND INSPECTION:

A. Bidders shall guarantee delivery of materials in accordance with the delivery schedule provided in the specifications and/or bid proposal form.

B. All materials, equipment, supplies and/or services delivered to or performed for the Township shall be inspected upon delivery to insure compliance with specifications. Items which are not in accordance with the specifications will be rejected.

C. The successful bidder shall guarantee any and all materials and services supplied under these specifications. Defective or interior materials shall be replaced at the expense of the contractor. In case of rejected materials, the contractor will be responsible for return freight or removal from the site and proper disposal.

40. PAYMENTS

A. Bidder must provide an itemized invoice and signed Purchase Order/Voucher. The Voucher will be certified correct by the Department Head who receives the material or service. Payment will only be made following the approval of by the Township Council. The Township Council meets and approves warrants on the second and fourth Tuesday of each month, except July, August and December, when they meet only on the 2nd Tuesday of the month. Payment vouchers and invoices must reach the Department for review no later than three weeks before the Township Council meeting in order for payment to be on the agenda for approval. Once approved by Council, payment is made within five days. **PLEASE SEE "E' BELOW FOR THE EXCEPTION.**

B. Acceptance of the final payment by the bidder shall be considered as a release in full of all claims against the Township of Franklin, Somerset County.

C. Partial and Final Payments:

If the work progresses according to this contract, the contractor will be paid 98 percent (98%) of the work completed during the preceding month.

Upon completion of the work and acceptance by the Township, contractor will receive full final payment, including the 2 percent (2%) retainage held during the project.

D. Township of Franklin will not pay penalties, interest, or late fees. No employee is authorized to sign a letter or credit of any other document that represents a legal commitment on the part of the Township to pay additional fees.

E. PAYMENT OPTION: At the discretion of the vendor, payment can be made electronically once the goods and services and itemized invoice are received. Any discount for use of the electronic payment method should be indicated in the bidder's proposal. **THE DISCOUNT FOR USING THE PROCUREMENT CARD WILL BE CONSIDERED IN THE EVALUATION OF THE BID PRICE, AS INDICATED ON THE PROPOSAL PAGES.**

41. INSURANCE & INDEMNIFICATION

A. INDEMNIFICATION

If it becomes necessary for the bidder to enter upon the premises or property of the Township, or any other property not owned by the Township but where the bidder is acting as an agent for the

township, to construct, erect, inspect, make delivery or remove property hereunder, the Contractor covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protection against any accidents, injuries or damages. This includes land, and adjacent or nearby areas where incidental operations are performed including areas off the project site used for the purpose of storing materials, and excluding permanent locations of any insured party.

The obligation to indemnify and hold the Township of Franklin harmless under this Agreement shall extend to any negligent acts or omissions of the Contractor, its agents, employees, any of its Subcontractors, their agents, employees, anyone directly or indirectly employed by the Contractor or its Subcontractors, or anyone for whose acts they may be held liable. This obligation shall not limit, negate, diminish or otherwise reduce any other rights or obligations that may exist as to a party or person as described under this section.

In any claim by an employee of the Contractor, the Contractor's Subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, that may be made against the Township of Franklin or any person or entity indemnified under this Agreement, the indemnification obligation shall not be reduced or limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, or its Subcontractors, under any laws, regulations or acts regarding workers compensation, disability benefits or any other employee benefits.

B. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. A Certificate of Insurance shall be filed with the Township of Franklin prior to commencement of the work.

C. MINIMUM SCOPE AND LIMIT OF INSURANCE

1. **Commercial General Liability (CGL)**: Coverage for all operations including, but not limited to, contractual, products and completed operations, and personal injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability**: Coverage for all owned, non-owned and hired vehicles with limits not less than $1,000,000 per occurrence, combined single limits (CSL) or its equivalent.

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

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

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

6. **Builders Risk** (for major renovations): During the course of construction utilizing an "All Risk" coverage form with limits equal to the completed value of the project and no coinsurance penalty provisions. The Township of Franklin shall be named as Loss Payee as their interest may appear.

D. <u>OTHER INSURANCE PROVISIONS</u>

- The Township of Franklin, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor.
- For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage as respects the Township of Franklin, its officers, officials, employees, and volunteers.
- Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Township of Franklin.
- Any combination of primary and umbrella/excess policies may be used to satisfy the limits.
- Acceptability of Insurers - Insurance is to be placed with insurers authorized to conduct business in the State of New Jersey with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Township of Franklin.
- Subcontractors - Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the Township of Franklin is an additional insured on insurance required from subcontractors.
- Policies shall remain in force until all work has been completed and until all maintenance bonds have been released.
- Special Risks or Circumstances: The Township of Franklin reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

42. SUBCONTRACTORS: (Failure to submit shall result in rejection of bid.)

Bidders must submit names of subcontractors for the specialty trade categories shown below Prospective prime contractor's failure to identify in its bid the particular subcontractors with whom it would deal will be cause for rejection of bid. These include:

- Plumbing and gas fitting
- Heating and air conditioning
- Electric
- Structural steel

43. CHANGE ORDERS:

A. New or unforeseen work will be determined by the Township's representative as that work which is substantially different from that on which the contractor bid. Should the contractor encounter conditions materially different from those indicated by the specifications or materially different from conditions generally recognized as inherent in the kind of work being performed, the Township shall be immediately notified. If the Township is in agreement with the contractor, a Change Order will be issued for an appropriate adjustment in contract time and cost.

B. If a mutually-satisfactory price can be agreed upon, the contractor shall proceed with the work without undue delay and payment shall be made as outlined below.

C. A Change Order authorizing any such work will be issued by the Township. The Township may refuse to compensate the contractor for any work performed which is not covered by the proposal or a Change Order.

44. ALTERNATE DISPUTE RESOLUTION:

A. If a dispute between the Township and the Contractor arises during the course of the contract, the parties will attempt to resolve the dispute, in good faith, through non-binding mediation.

B. Either party may demand such medication by providing written notice to the other party. The written notice shall contain: (1) a detailed statement of the nature of the dispute, including all pertinent information and documentation; and (b) the name, address, and telephone number of that party's present designated representative for the purposes of mediation. Any demand for mediation shall be delivered within three calendar days after the event or dispute in question arises. The other parties shall designate its representative for mediation, in writing, no later than five business days after the receipt of the demand for medication. The respective designees shall thereupon, and promptly, with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, or if they prefer, they shall choose a reputable mediation firm. Any mediation firm so chosen shall present a list of at least five proposed mediators to the parties, and shall provide the parties with a summary of each person's qualifications to serve as the mediator. Each party shall rank the proposed mediators in order of preference. The fifth and any lower ranked person on each list will be excluded from further consideration. The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons. In the event of a tie, the mediator shall be chosen by lot.

C. The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

D. The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties, and the mediator, or, in the lack of such an agreement, as may be determined by the mediator.

E. Each party will bear its own costs of participation in mediation, and they will divide the cost of the mediator equally.

F. If, after a good faith effort to resolve the dispute through mediation, the dispute is not resolved, either party may terminate the mediation by written notice to the mediator and to the other party, whereupon either party may submit the dispute to the Superior Court of New Jersey, Somerset County, for adjudication, which Court shall be exclusive original jurisdiction over the dispute.

45. TIME OF BEGINNING, COMPLETION AND DAMAGES FOR NON-COMPLETION:

A. The contractor shall carry on the work regularly and uninterruptedly at a rate to insure full completion of the entire contract.

B. If the contractor has finished the work after the above period of full completion, there may be

deducted from the contract price and retained by the Township an amount to cover the actual cost paid by the Township for any inspection or construction-related engineering services related to the work for the number of days in excess of the completion time above mentioned.

C. In additional to the actual cost of observation and engineering services, the Township shall have full authority to and may deduct and retain from the payments to the contractor the sum of $500.00 for each day any portion of the work (exclusive of minor punch list items which have no substantial impact upon the usability or performance of the contract) remains uncompleted beyond the time limit noted above. This sum will be retained as liquidated damages due to the extreme difficulty of estimating the actual costs which would be suffered by the Township as a result of late completion and does not represent a penalty for late completion.

D. Extension of time may be granted by the Township by reason of unusual difficulty or for other cause deemed by the Township to be good and sufficient, provided that requests for extension be accompanied by the approval, in writing, the Surety Company appearing as such on the bonds furnished by the contractor in accordance with this contract.

46. FEDERAL HOUSING AND COMMUNITY DEVELOPMENT REQUIREMENTS: APPLICABLE IF CHECKED ☐

A. Bidders should be award that Federal Housing and Community Development funds are being provided for this project, and compliance with all HUD-mandates are required. It is the bidder's responsibility to read, understand and pay close attention to all documentation included in this bid package to ensure that all local and state requirements are understood and met at the time of bid proposal and in completion of the contract.

47. TRAFFIC CONTROL:

A. The contractor is responsible for traffic control and all costs associated to insure the safety of the public and workers during the entire construction period. This includes purchasing and erecting, where needed, all traffic control devices, including, but not limited to signs, traffic cones and barricades. Contractor will responsible to coordinate with Traffic Safety Bureau, Franklin Township Police Department to schedule Traffic Control Directors and approve detour plan and or Traffic Control plan for road closings. Township work hours shall be adhered to for all roads within the project (9:00am-3:30pm). Traffic cones and traffic signs are to be new and MUTCD Compliant and shall remain as property of Franklin Township.

Basis of Payment:
are a predetermined amount.

Payment will be made under:

Pay Item	Pay Unit
Traffic cones	EA
Traffic signs	SY

B. Cones or barrels shall be used around manholes and inlets when such structures are in a milled area or are raised before the surface course is placed. Manholes shall also be ramped immediately with base course asphalt for further protection.

C. Payment for barricades and signs are to be included in the aforementioned bid items. Directors are a predetermined amount.

D. Depending on the roads where the work is being done, contractor may have to hire police officers to supervise the traffic control during construction. If required, there is an established allowance in the proposal pages based on the best estimates available for this job and the roadways that will be affected during construction. If there is an allowance in the bid proposal pages, all bidders shall include this amount when figuring their bid.

E. The use of Police Traffic Directors will be discussed at the pre-construction meeting with the RE, Contractor, and local Traffic Safety Officer present. The Contractor will take the lead in scheduling police traffic directors with the approval of the RE.

F. All construction work hours will be governed by Franklin Township ordinance chapter 226- 32 for work on, under and/or above a public right of way and by Franklin Township ordinance chapter 167 for work outside the public right of way. The codes can be found on the Township website, www.fraklintwpnj.org and http://www.ecode360.com/ecode3-back/getSimple.jsp?guid=FR0703

G. Temporary traffic markings will be required on this road. Markings shall be placed after milling and paving operations.

POLICE OFFICERS— (IF APPLICABLE)

H. Depending on the roads where the work is being done, contractor may have to hire police officers to supervise the traffic control during construction. If required, there is an established allowance in the proposal pages based on the best estimates available for this job and the roadways that will be affected during construction. If there is an allowance in the bid proposal pages, all bidders shall include this amount when figuring their bid.

I. The allowance is only an estimate and the contractor awarded the contract shall be obligated to pay for the actual costs, either lower or higher than the estimate. The current payment for on-site police coverage is $72.50 per officer per hour. This covers the cost for the officer, vehicle, equipment and administrative costs. It does not, however, cover costs of any required signage as noted in the specifications.

48. WORK HOURS:

A. All construction work hours will be governed by Franklin Township ordinance chapter 226- 32 for work on, under and/or above a public right of way and by Franklin Township ordinance chapter 167 for work outside the public right of way. The codes can be found on the Township website, www.fraklintwpnj.org and http://www.ecode360.com/ecode3-back/getSimple.jsp?guid=FR0703

49. WITHDRAWAL OF BID (N.J.S.A. 40A:11-23.3)

A. N.J.S.A. 40A:11-23.3 authorizes a bidder to request withdrawal of a public works bid

due to a mistake on the part of the bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation.

B. A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, in writing, by certified or registered mail to (name and title of the local official at the complete address to which the bid was submitted.) The bidder must request withdrawal of a bid due to a mistake, as defined by the law, within five business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, (the name and title of the local official) may contact all bidders, after bids are opened, to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

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

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

50. IRAN EMBARGO

A. New Jersey P.L. 2012, c. 25 prohibits State and local public contracts with persons or entities engaging in contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.

B. Bidders should complete and submit with their bid the Disclosure of Investments in Iran certificate which is enclosed in the bid package.

SPECIFICATIONS

FOR

Street Resurfacing 2017
Patton Rd Area Resurfacing
B17-0003-ENG

TOWNSHIP OF FRANKLIN
SOMERSET COUNTY, NEW JERSEY

January 10, 2017

PHILLIP KRAMER, MAYOR

TOWNSHIP COUNCIL

CARL R.A. WRIGHT, DEPUTY MAYOR
JAMES VASSANELLA
ROZALYN SHERMAN
SHANEL ROBINSON
KIMBERLY FRANCOIS
CHARLES ONYEJIAKA
RAJIV PRASAD
THEODORE CHASE

ROBERT G. VORNLOCKER, TOWNSHIP MANAGER

ANN MARIE McCARTHY, TOWNSHIP CLERK

Name of Prospective Bidder_____

_____
THOMAS ZILINEK III, P.E. Lic. No. GE35345

TABLE OF CONTENTS

SECTION	PAGE
1. ESTIMATED QUANTITIES:	20
2. MILLING OF BITUMINOUS CONCRETE:	211
3. HOT MIX ASPHALT 9.5M64 SURFACE COURSE:	23
4. RESET UTILITIES:	24
5. TRAFFIC CONTROL:	25
6. ASHPALT PRICE ADJUSTMENT:	25

ESTIMATED QUANTITIES:

The estimated quantities to be used for comparing bids are given. They are believed to be approximately correct, except as to indeterminate quantities, which indeterminate quantities will be determined by the Engineer during construction. Contractors are warned that any bids deemed unbalanced in the indeterminate quantities will be rejected. There is absolutely no guarantee that the actual quantity of work will correspond with the estimated quantities.

ITEM	DESCRIPTION	QTY	UNIT
1	Milling 0 - 2 inch	4,300	SY
2	Hot Mix Asphalt 9.5M64 Surface Course, 2" Depth	1,400	TON
3	Raise Manholes	15	EA
4	Reset curb piece with new N eco curb head and bicycle safe grates	19	EA
5	Reset water valve box	11	EA
6	Reset gas valve box	6	EA
7	Traffic Markings Long Life Thermoplastic, Yellow, 4" Wide	100	LF
8	Traffic Markings Long Life Thermoplastic, White, 2' Wide Stop bar	60	LF
9	Traffic Markings Long Life Thermoplastic, White, 2' Wide Crosswalk	128	LF
10	Asphalt Price Adjustment	0	TN
11	Traffic Control	112	HR

MILLING OF BITUMINOUS CONCRETE:

Description:

Milling of Bituminous Concrete shall consist of the removal of Bituminous Concrete surface and base course to the prescribed depth, profile and cross slope. Edge milling shall be performed in 7' widths, unless otherwise specified.

Equipment:

The milling machine shall be a self-propelled planning, grinding and cutting machine with variable operating speeds, capable of removing Bituminous Concrete without the use of heat.

The milling machine shall be equipped with automatic grade controls. The reference system may be either stringline or ski type. Use of automatic grade controls will be required except at intersections and other locations where it is not practical.

Teeth in the milling drum that become dislodged, broken or unevenly worn shall be replaced immediately with the teeth of the same length as the remaining teeth in that row.

Construction Requirements:

A test strip of approximately 500 square yards shall be constructed within the proposed limits of milling prior to commencement of the milling operations. The test strip shall be used to determine the machine and drum speed operation which will produce the proper surface texture and when profile milling is called for, to determine the cutting depth required to remove ruts and transverse corrugations.

The milling operation may begin when the above criteria have been established and approved. The machine shall be operated at the speeds and cutting depth determined during test trip milling. Test strips shall be constructed for each milling machine used. If the area to be milled is less than 2500 square yards, a test strip may not be required.

The milling operation, including removal of the milled material, shall be carried out in a manner that will prevent dust and other particulate matter from escaping into the air.

If the milled material is to be recycled, the milling equipment, where practical, shall be operated in such a manner as to produce milled material of which 95 percent will pass a 2-1/2 inch sieve.

If the milled material is to be recycled, the area of the milling shall be cleared of all debris and power broomed to remove fine particles prior to milling. Before brooming, earth berms shall be removed as necessary, within the area to be milled to prevent soil and grass from contaminating the milled material. Disposal of earth and debris shall be in accordance with subsection 202.11 of the NJDOT 2007 Specification manual.

Milling shall start at the low side of the cross section and progress toward the high side. Provisions shall be made for removal of any water that may be trapped due to the milling operation, such as by lateral saw cuts into the shoulder area. In the event that all milled areas which are opened to traffic have not been milled to a flush surface by the end of the workday, the longitudinal edges of the milled area exceeding 1-1/2 inched high, shall be sloped and a smooth transition shall be provided at the transverse edges.

Areas to be milled not accessible to the milling machine shall be removed by other equipment.

Bituminous Concrete below the specified level of milling that becomes dislodged or delaminated shall be removed and replaced with Bituminous Concrete in accordance with Section 404 of the NJDOT 2007 Specification manual, without additional compensation.

The surface of the milled area shall be swept clean prior to being opened to traffic and prior to the following construction of resurfacing stage. Sweepings shall be disposed of in accordance with subsection 202.11.

The milled area that will be opened to traffic before resurfacing shall be free from gouges, continuous grooves, ridges and delaminated areas and shall have a uniformly textured appearance consisting of discontinuous longitudinal striations which shall not deviate more than 1 inch in 200 feet from a line parallel to the center of the traveled way and shall not exceed 3/8 inch depth and which shall provide a skid resistance not less than that of the original surface prior to milling and shall permit passage of traffic at the posted speed limit without vehicle operation experiencing impaired directional control. **Manholes shall be ramped with I-2 bituminous base course or 19M64 Hot Mix Asphalt and shall be protected by cones or barrels immediately to protect vehicular traffic.**

Method of Measurement:

Milling will be measured by the square yard.

The depth of the completed milling when measured from the original surface to the top of the high spots of the textured surface shall be equal to the prescribed depth of cut except for profile milling for which the depth of cut shall be only that necessary to remove the bituminous concrete above the bottom of wheel path ruts and transverse corrugations while producing a smooth profile and cross section.

Basis of Payment:

Payment will be made under:

Pay Item	Pay Unit
Milling 2” and variable	Square Yard

HOT MIX ASPHALT 9.5M64 SURFACE COURSE:

Description:

Under this item, the Contractor shall furnish all labor, materials, equipment, etc., and construct complete in place, Hot Mix Asphalt 9.5M64 Surface Course relative to the specified herein and as further directed by the Engineer as suitable for the location.

All bituminous pavements, excavation, backfill, etc., to complete the Hot Mix Asphalt 9.5M64 Surface Course, to be included under this Item and will not be paid for under other Items of the Contract.

Under this Item, restoration for traveled ways is indicated herein and specified as Municipal Roadways. Payment will be for Hot Mix Asphalt 9.5M64 Surface Course placed as it is required and defined in these specifications or on the drawings. Payment for prime coat and tack coat shall be included in the price of supplying and placing the bituminous concrete surface course.

The Contractor shall furnish all labor, materials, equipment, and incidentals necessary to construct pavement adjacent to areas damaged by his operation on municipal roads.

Materials and Workmanship:

The Contractor shall construct paving in accordance with the following construction procedure and materials. The final permanent paving will consist of two (2”) inch Hot Mix Asphalt 9.5M64 Surface Course.

If the Contractor’s damages any existing pavement beyond the pay limited allowed, the Contractor shall cut back the edges of the existing pavement to the limit of the damaged area in order to have neat and parallel lines for the pavement outside the limit shown on detail sheets, will be at the contractor’s own expense. No claims for additional payment will be allowed.

Prior to placing the surface course a prime coat of asphaltic oil, grade MC-0, or MC-l, or tar, Grade RT-l or RT-2, or emulsified asphalt, Grade SS-l, at the rate of 0.l0 to 0.25 gal/sy shall be applied.

The pavement shall consist of furnishing and placing two (2”) inches of Hot Mix Asphalt 9.5M64 Surface Course placed in one lift, rolled and compacted to provide a smooth even and stable riding surface. This pavement shall be maintained in accordance with procedures outlined herein.

The pavement shall be prepared and constructed in accordance with the latest Standard Specification of the New Jersey Department of Transportation.

Pavement, which shows signs of settling or failure or other defects including but not limited to ride ability, after completion, shall be removed and replaced by the Contractor at his own expense when directed by the Engineer.

Measurement and Payment:

Two (2") inches compacted thickness of Hot Mix Asphalt 9.5M64 Surface Course in place and accepted will be at the unit price bid in the Proposal which price shall include all materials, equipment, labor and incidentals necessary thereto to provide, install, maintain and protect final surfaces.

The price bid for this Item shall include the cost of furnishing and placing additional bituminous concrete course, which may be necessary where settlement takes place.

The unit price bid shall include all labor, tools, and materials to construct the pavement and to maintain it in a satisfactory condition for a period of one year after the acceptance of the work. Pavement replacement beyond the limits specified shall be made and maintained by the Contractor at no cost to the Owner for the same period of time.

The Bidder may choose to employ a subcontractor for a portion of this contract. If a subcontractor is to be utilized, the subcontractor must be specified in the proposal. The Bidder may not change the subcontractor after award of the contract without approval of Franklin Township. If a bidder chooses to use a subcontractor, the appropriate equipment and qualification requirements will apply to that subcontractor.

Basis of Payment:

Payment will be made under:

Pay Item	Pay Unit
Hot Mix Asphalt 9.5M64 Surface Course	Ton

RESET UTILITIES:

Scope:

Under this item, the Contractor shall furnish all labor, materials, equipment, etc., and set to grade of the new pavement all drain inlets, water boxes and gas boxes. It shall include all excavation and backfill. This item shall also include replacing all existing inlet grates with bicycle grates and N-Eco heads.

Sanitary Sewer manhole specifications per Sewerage Authority:

The Contractor **must** inform the Township Sewerage Authority when sanitary sewer manholes are to be raised to one half inch below finished grade when building a circular brick in mortar collar above the precast manhole opening. The main requirement in manhole rim elevation adjustment is “manhole” frames shall be adjusted to one half inch below finish grade by building a circular brick in mortar collar above the precast manhole opening. Maximum height of the collar shall be 12 inches. After laying the collar and free setting the frame in a full bed of mortar, the exterior of the collar shall receive a minimum ¾” thick, mortar to provide water tightness. **Manhole rings are not permitted.**

Township Water Valve Boxes:

Township water valve boxes shall be raised by risers supplied by the contractor.

Storm Sewer Manholes:

Storm sewer manholes shall be raised by risers supplied by the contractor.

Storm Sewer Inlets:

Storm sewer inlets shall be raised, by risers and/or new frames supplied by the contractor. N-eco heads and bicycle safe grates shall be installed and if necessary, risers will be supplied by contractor to allow for proper clearance between new head and grate. Heads shall be placed as to not cause a tripping hazard and shall have bituminous expansion joints replaced between head and curb.

PSE&G Gas Boxes and Manholes:

PSE&G gas boxes and manholes shall be raised as per PSE&G specifications with risers supplied by the contractor.

Measurement and Payment:

Payment will be made for each manhole, drain inlet, water box and gas box reset to the grade of the new pavement in accordance with these specifications and including all work in connection therewith and incidental thereto.

Basis of Payment:

Payment will be made under:

Pay Item	Pay Unit
Reset Sanitary Manholes	EA
Reset Storm Sewer Inlets	EA
Reset Water Valve Boxes	EA
Reset Gas Valve Boxes	EA

TRAFFIC CONTROL:

Contractor shall be responsible to provide necessary traffic control measures, including but not limited to barricades and detour signs all in accordance with current MUTCD Standards. Contractor will responsible to coordinate with Traffic Safety Bureau, Franklin Township Police Department to schedule Traffic Control Directors and approve detour plan and or Traffic Control plan for road closings. Township work hours shall be adhered to for all roads within the project (9:00am-3:30pm).

Cones or barrels shall be used around manholes and inlets when such structures are in a milled area or are raised before the surface course is placed. Manholes shall also be ramped immediately with base course asphalt for further protection.

Basis of Payment:
Payment for barricades and signs are to be included in the aforementioned bid items. Directors are a predetermined amount.

ASHPALT PRICE ADJUSTMENT:

Due to the tonnage of the project, the Asphalt Price Adjustment guidelines pursuant to N.J.S.A. 40A:11-16(d) will be in effect for this project.

BID PROPOSAL FORM /SIGNATURE PAGE
Patton Rd Area Resurfacing
B17-003-ENG

TO THE FRANKLIN TOWNSHIP COUNCIL:
Herewith are submitted unit costs and total cost as determined from the Engineer's estimate of quantities of work to be performed. The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver services per the following:

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE Dollars/ Cents	AMOUNT Dollars/ Cents
1	Milling 0 - 2 inch	4,300	SY		
2	Hot Mix Asphalt 9.5M64 Surface Course, 2" Depth	1,400	TON		
3	Raise Manholes	15	EA		
4	Reset curb piece with new N eco curb head and bicycle safe grates	19	EA		
5	Reset water valve box	11	EA		
6	Reset gas valve box	6	EA		
7	Traffic Markings Long Life Thermoplastic, Yellow, 4" Wide	100	LF		
8	Traffic Markings Long Life Thermoplastic, White, 2' Wide Stop bar	60	LF		
9	Traffic Markings Long Life Thermoplastic, White, 2' Wide Crosswalk	128	LF		
10	Asphalt Price Adjustment	0	TON		
11	Traffic Control	112	HR	72.50	$8,120.00
	BASE BID TOTAL (add items 1 thru 11)				

Base Total Amount Bid -(add items 1 thru 11) (in figures): $_____

Base Total Amount Bid (in words):_____ _____

The undersigned is a (Corporation) (Partnership) (Individual) under the laws of the State of _____ having its Principal office at _____.

Company

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Title of Authorized Agent

Date

Telephone Number

Email Address

Fax Number

NOTE: In case of discrepancy, the amount shown in words shall govern.

THIS FORM PERTAINS ONLY TO CONSTRUCTION, ALTERATION OR REPAIR
OF ANY PUBLIC BUILDING

Sub Contracts

We have included in the above Base Bid Proposal the Contractors indicated below for the various divisions of work, which will be performed by said contractors on the event we are awarded the contract, it being specifically stated that we will enter into a contract with each and every one of the below named contractors; **Do not leave blank; if none, so state; if self, so state.**

Division of Work	Name and Address of Company
1. The plumbing and gas fitting and all kindred work	
In compliance with N.J.S.A. 45:14C-2(h) Licensed master plumber	
Name of Plumber	License number
2. Steam power plants, steam and hot water heating and ventilating and refrigeration apparatus and all kindred work;	
3. Electrical work, including any electrical power plants, tele-data, fire alarm, or security system	
4. Structural steel and ornamental iron work	

The Bidder shall provide evidence of performance security with this list of subcontractors. Evidence of performance security, in the form of a Consent of Surety, shall be supplied by the bidder on behalf of itself and any or all subcontractors, or by each respective subcontractor, or by any combination thereof.

REFERENCES FORM

(Provide three, for similar maintenance services over the past 5 years):

Reference # 1

Name of Client	
Contact Person's Name	
Contact Person's Title	
Telephone Number	
Dates worked	
Scope of service	

Reference # 2

Name of Client	
Contact Person's Name	
Contact Person's Title	
Telephone Number	
Dates worked	
Scope of service	

Reference # 3

Name of Client	
Contact Person's Name	
Contact Person's Title	
Telephone Number	
Dates worked	
Scope of service	

FRANKLIN TOWNSHIP COUNTY OF SOMERSET
BID DOCUMENT CHECKLIST

Required With Bid		Read, Signed & Submitted Bidder's Initial
A.	**FAILURE TO SUBMIT ANY OF THESE ITEMS IS MANDATORY CAUSE FOR REJECTION OF BID**	
☒	Ownership Disclosure Certification	
☒	Non-Collusion Affidavit	
☒	Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued)	
☒	Required Evidence EEO/Affirmative Action Regulations Certificate or Questionnaire	
☒	Bid Guarantee (bid bond or certified/cashier's check) (with Power of Attorney for full amount of Bid Bond)	
☒	Consent of Surety (Certificate from Surety company)	
☒	Surety Disclosure Statement and Certification	
☒	Copy of Certificate of Insurance Name Owner as Additionally Insured	
☒	License(s) or Certification(s) Required by the Specifications	
☒	Three (3) references for similar projects	
☐	Catalog/Price List	
☐	Certification of Available Equipment	
☐	Other:	
B.	**MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED**	
☒	Public Works Contractor Registration Certificate(s) for the Bidder and Named/Listed Subcontractors (Prior to Award, but effective at time of bid)	
☒	NJ Business Registration Certificate – Bidder – must possess certificate at time of bid opening	
☒	NJ Business Registration Certificate – Named /Listed Subcontractor(s)	
☒	Performance Bond	
☒	Maintenance Bond	
☒	Labor and Material (payment bond)	

This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not include all specifications requirements and does not relieve the bidder of the need to read and comply with the specifications.

Name of Bidder: _____ Date: _____

By Authorized Representative:

Signature: _____

Print Name & Title: _____

FRANKLIN TOWNSHIP, COUNTY OF SOMERSET

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

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

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

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

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

☐ Other (be specific): _____

Part II

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

OR

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

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

FRANKLIN TOWNSHIP, COUNTY OF SOMERSET
NON-COLLUSION AFFIDAVIT

State of _____
County of _____ ss:

I, _____ of the City of _____ in

the County of _____ and State of _____ of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(Title or position) (Name of firm)

the bidder making this Proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that Franklin Township County of Somerset relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide employees or bona fide established commercial or selling agencies maintained by_____.
(Name of contractor)

(N.J.S.A. 52:34-25)

Subscribed and sworn to

before me this _____day

of _____, _____.

_____
Signature

_____
(Type or print name of affiant under signature)

_____
Notary public of

My Commission expires _____.

A.

EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the Township and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the Township files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Township, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Township and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program? Yes ☐ No ☐
If yes, please submit a photostatic copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Township as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes ☐ No ☐
If yes, please submit a photostatic copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with $150.00 Fee and forward a copy of the Form to the Township. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____ SIGNATURE: _____

PRINT NAME:_____TITLE: _____

DATE: _____

EXHIBIT B
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
N.J.A.C. 17:27-1.1 et seq.
CONSTRUCTION CONTRACTS

During the performance of this contract, the contractor agrees as follows:
The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, 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 con-tractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. l7:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures pre-scribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active “card carrying” members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

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

scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
(l) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
(i) The contactor or subcontractor shall interview the referred minority or women worker.
(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the con-tractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprentice-ship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted Township employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for

said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

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

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be re-quested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The Contractor and the Owner, do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 01* 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 there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

October 20, 2004

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

** Construction Contracts (including public works related purchase orders)*

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;

*2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;

3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors and suppliers* or attest that none was used; and,

4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

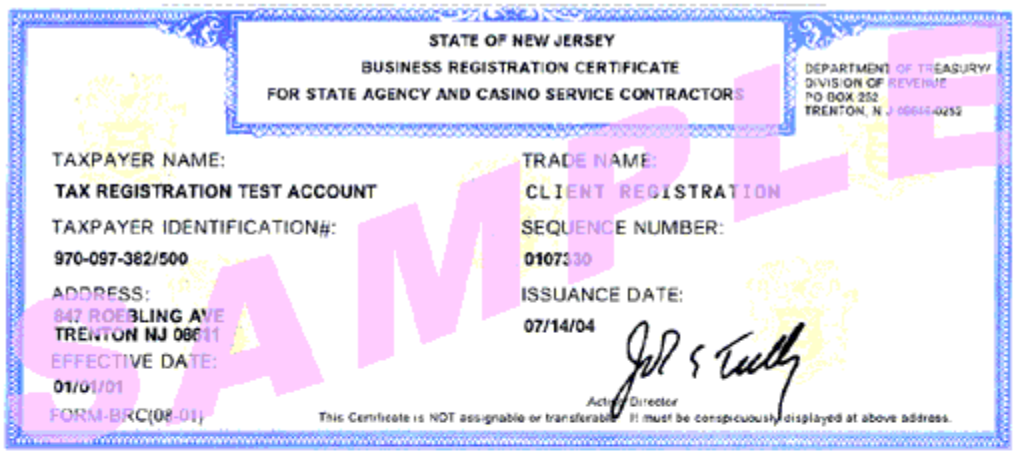
ALERT
FAILURE TO POSSESS A
NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
MAY BE CAUSE FOR REJECTION OF YOUR BID

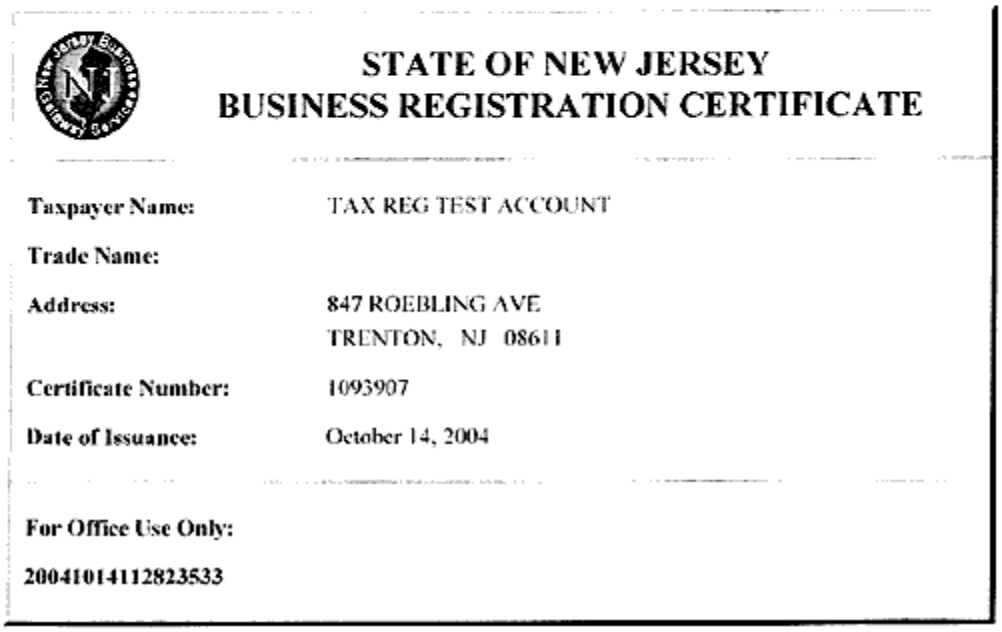
FRANKLIN TOWNSHIP COUNTY OF SOMERSET

THESE ARE **SAMPLES** OF THE **ONLY** ACCEPTABLE
BUSINESS REGISTRATION CERTIFICATES.

FAILURE TO POSSESS A NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
IS CAUSE FOR REJECTION OF YOUR PROPOSAL

REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE
FRANKLIN TOWNSHIP, COUNTY OF SOMERSET.





STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

For Office Use Only:

20041014112823533

FRANKLIN TOWNSHIP

Franklin Township, County of Somerset New Jersey

Division of Purchasing

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: B17-003-ENG **Bidder/Offer:** _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

☐ is not providing goods or services of $20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, **AND**

☐ is not a financial institution that extends $20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

NAME:_____ Relationship to Bidder/Offeror_____

Description of Activities_____

Duration of Engagement_____ Anticipated Cessation Date:_____

Bidder/Offeror Contact Name_____ Contact Phone Number_____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that Franklin Township, Somerset County is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the Township in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with Franklin Township, Somerset County, New Jersey and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)_____ Signature: _____

Title_____ Date:_____

FRANKLIN TOWNSHIP, COUNTY OF SOMERSET

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

ADDENDUM NUMBER	DATE	ACKNOWLEDGE RECEIPT (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

FORM NOT REQUIRED IF NO ADDENDA ISSUED

(IF NONE SO STATE)

USE ADDITIONAL SHEET IF NECESSARY

SAMPLE AA- 201 (Initial Project Workforce Report)

STATE OF NEW JERSEY

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

FORM AA-201
Revised 11/11

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

Official Use Only

Assignment

Code

For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf

1. FID NUMBER

2. CONTRACTOR ID NUMBER

3. NAME AND ADDRESS OF PRIME CONTRACTOR

(Name)

(Street Address)

(City) (State) (Zip Code)

4. IS THIS COMPANY MINORITY OWNED [ ] OR WOMAN OWNED [ ]

5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT

Name:
Address:

CONTRACT NUMBER **DATE OF AWARD** **DOLLAR AMOUNT OF AWARD**

6. NAME AND ADDRESS OF PROJECT

Name:
Address:

7. PROJECT NUMBER

COUNTY

8. IS THIS PROJECT COVERED BY A PROJEC LABOR AGREEMENT (PLA)? YES

9. TRADE OR CRAFT	PROJECTED TOTAL EMPLOYEES				PROJECTED MINORITY EMPLOYEES				PROJECTED PHASE - IN DATE	PROJECTED COMPLETION DATE
	MALE		FEMALE		MALE		FEMALE			
	J	AP	J	AP	J	AP	J	AP		
1. ASBESTOS WORKER										
2. BRICKLAYER OR MASON										
3. CARPENTER										
4. ELECTRICIAN										
5. GLAZIER										
6. HVAC MECHANIC										
7. IRONWORKER										
8. OPERATING ENGINEER										
9. PAINTER										
10. PLUMBER										
11. ROOFER										
12. SHEET METAL WORKER										
13. SPRINKLER FITTER										
14. STEAMFITTER										
15. SURVEYOR										
16. TILER										
17. TRUCK DRIVER										
18. LABORER										
19. OTHER										
20. OTHER										

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

(Signature)

10. (Please Print Your Name) (Title)

(Area Code) (Telephone Number) (Ext.) (Date)

SAMPLE AA-202
(Monthly Project Workforce Report)

FORM AA-202

REVISED 11/11

State Of New Jersey

Department of Labor & Workforce Development
Construction EEO Compliance Monitoring Program

MONTHLY PROJECT WORKFORCE REPORT - CONSTRUCTION

For instructions on completing the form, go to:
http://www.state.nj.us/treasury/contract_compliance/pdf/aa202ins.pdf

3. FID or SS Number

1.Name and address of Prime Contractor

2. Contractor ID Number

4. Reporting Period

(NAME)

5. Public Agency Awarding Contract

Date of Award

(ADDRESS)

6. Name and Location of Project

County

7. Project ID Number

(CITY) (STATE) (ZIP CODE)

8. CONTRACTOR NAME (LIST PRIME CONTRACTOR WITH SUBS FOLLOWING)	9. PERCENT OF WORK COMPLETED	10. TRADE OR CRAFT	CLASSIFICATION (SEE REVERSE)	11. NUMBER OF EMPLOYEES A. TOTAL	B. BLACK	C. HISPANIC	D. AMERICAN INDIAN	E. ASIAN	F. FEMALES	12. TOTAL NO. OF MIN. EMP.	13. WORK HOURS TOTAL WORK HOURS	A. MIN. W/H	B. FEMALE W/H	14. % OF WORK HRS A. % OF MIN. W/H	B. % OF FEMALE W/H	15. CUM. WORK HRS TOTAL WORK HOURS	A. MIN. HOURS	B. FEMALE HOURS	16. CUM. % OF W/H A. % OF MIN. W/H	B. % OF FEM. W/H
			J																	
			AP																	
			J																	
			AP																	
			J																	
			AP																	
			J																	
			AP																	
			J																	
			AP																	

17. COMPLETED BY (PRINT OR TYPE)

(NAME) (SIGNATURE) (TITLE)

(AREA CODE) (TELEPHONE NUMBER) (EXT.) (DATE)

DEPT. OF LABOR & WORKFORCE DEVELOPMENT CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

SAMPLE
CONSENT OF SURETY

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of $1.00, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the

organized and existing under the laws of the State of and

licensed to do business in the State of certifies and agrees, that if contract for

for is awarded to

the undersigned Corporation will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Contractor.

Signed and sealed this day of

_____

Attorney-in-Fact,

9.

SAMPLE – PAYMENT BOND

New Jersey Statutory

PAYMENT BOND

Bond No.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

as Principal, and

a corporation organized and existing under the laws of the State of and duly authorized to do business in the State of New Jersey, as Surety, are held and bound unto
as Obligee, in the penal sum of ($)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above named Principal did on the day of enter into a contract with
for
which contract is made part of this bond and the same as though set forth herein.

NOW, if the said
shall pay all lawful claims of beneficiaries as defined by N.J.S.2A:44-143 for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements, or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any beneficiary as defined by N.J.S.2A:44-143 having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, ommissions or additions in or to the terms of the said contract; or in or to the plans or specifications therefore, shall, in anyway affect the obligations of said Surety on its bonds.

This bond is given in compliance with the requirements of the Statutes of the State of New Jersey in respect to bonds of the contractors on public works. Revised Statutes of New Jersey, 1937, Sections 2A; 44-143-147, and amendments thereof, and liability hereunder is limited as in said statutes provided.

Signed, sealed and dated this day of

ATTEST:

_____ _____
Witness Principal

_____ _____
Witness Surety Attorney-in-Fact

SAMPLE
PERFORMANCE AND LABOR AND MATERIAL
PAYMENT BOND

NEW JERSEY STATUTORY PERFORMANCE AND LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
, as Principal, and the (surety)
, a corporation organized and existing under the laws of the State of and duly authorized to do business in the State of New Jersey, as Surety, are held and firmly bound unto as Obligee in the penal sum of ( )
for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above named Principal did on the day of enter into a contract with for

which contract is made part of this bond the same as though set forth herein.

NOW, if the said (principal) shall well and faithfully do and perform the things agreed by them to be done and performed according to the terms of the said contract, and shall pay all lawful claims of beneficiaries as defined by N.J.S.A. 2A: 44-143 for labor performed or materials, provisions, provender or other supplies or teams, fuel, oils, implements, or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any beneficiary as defined by N.J.S.A. 2A: 44-143 having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract; or in or to the plans or specifications therefore, shall in any way affect the obligation of said Surety on its bond.

This bond is given in compliance with the requirements of the statutes of the State of New Jersey in respect to bonds of contractors on public works. Revised Statutes of the State of New Jersey, N.J.S.A. 2A: 44-143 to 2A: 44-147, both inclusive, and liability hereunder is limited as in said statutes provided.

SIGNED, SEALED, AND DATED this day of
ATTEST:

_____

_____ By: _____
Witness: Principal

_____

_____ By: _____
Witness: Surety: Attorney-in-Fact

29.

SAMPLE – PERFORMANCE BOND

New Jersey Statutory

PERFORMANCE BOND

Bond No.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

as Principal, and

a corporation organized and existing under the laws of the State of and duly authorized to do business in the State of New Jersey, as Surety, are held and bound unto
as Obligee, in the penal sum of ($)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above named Principal did on the day of enter into a contract with
for
which contract is made part of this bond and the same as though set forth herein.

NOW, if the said
shall well and faithfully do and perform the things agreed by
to be done and performed accourding to the terms of said contract, then this obligation shall be null and void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, ommissions or additions in or to the terms of the said contract; or in or to the plans or specifications therefore, shall, in anyway affect the obligations of said Surety on its bonds.

This bond is given in compliance with the requirements of the Statutes of the State of New Jersey in respect to bonds of the contractors on public works. Revised Statutes of New Jersey, 1937, Sections 2A; 44-143-147, and amendments thereof, and liability hereunder is limited as in said statutes provided.

Signed, sealed and dated this day of

ATTEST:

Witness	Principal
Witness	Surety Attorney-in-Fact

30.