

BOROUGH OF SPOTSWOOD  
MIDDLESEX COUNTY, NEW JERSEY

Specifications and Contract Documents for

**BOROUGH OF SPOTSWOOD  
DEPARTMENT OF PUBLIC WORKS  
2021 WATER/SEWER UTILITY EMERGENCY MAINTENANCE CONTRACT**



BOROUGH COUNCIL

Theodore Ricci  
Charles Spicuzzo  
John Melillo  
Jose Rivera  
William Kraemer

Council President  
Councilman  
Councilman  
Councilman  
Councilman

Dawn McDonald  
Patricia DeStefano  
Lawrence B. Sachs, Esq.  
Rob Mitzelman

Business Administrator  
Borough Clerk  
Borough Attorney  
Director of Public Works

Joseph Zanga

Chief Financial Officer

**NOTICE TO BIDDERS  
BOROUGH OF SPOTSWOOD  
MIDDLESEX COUNTY**

NOTICE is hereby given that sealed bids will be received by the Borough Clerk for the Borough of Spotswood, County of Middlesex, State of New Jersey on December 11, 2020, at 10:30 AM prevailing time at the Spotswood Municipal Building, 77 Summerhill Road, NJ 08884, at which time and place bids will be opened and reviewed for:

**DEPARTMENT OF PUBLIC WORKS  
2021 WATER/SEWER UTILITY EMERGENCY MAINTENANCE CONTRACT**

Specifications and other bid information may be obtained on the Borough's website [www.spotswoodboro.com](http://www.spotswoodboro.com) or from the Borough Clerk, 77 Summerhill Road, Spotswood, NJ (732-416-1825) or via email [pdestefano@spotswoodboro.com](mailto:pdestefano@spotswoodboro.com).

Each bid must be submitted enclosed in a sealed envelope addressed to "Patricia DeStefano, Borough Clerk" and plainly marked on the outside "Bid for Spotswood 2021 Water/Sewer Utility Emergency Maintenance Contract", including the name of the bidder and be delivered to the Spotswood Municipal Building, Office of the Borough Clerk, 77 Summerhill Road, Spotswood, NJ 08884 on, before, or at the day and time of the bid opening.

Due to COVID 19 the Municipal Building is not opened to the public. There will be a box marked for the drop off of bids, please put the bid in the appropriate box in the foyer of the Spotswood Municipal Building.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. (Affirmative Action).

Bidders are required to submit a statement of ownership with their bid as required by P.L. 1977, c. 33 (Disclosure of Ownership).

The Borough reserves the right to reject any and all bids received and to accept any bid which is deemed most favorable to the Borough of Spotswood, Middlesex County, NJ, at the time and under the conditions stipulated.

After the bids are opened and reviewed by the Director of Public Works and the CFO and approved by the Spotswood Borough Council Bidders will be notified of accepted bid(s).

The Borough is not responsible for the loss or destruction of any bids mailed or delivered to the Borough Clerk prior to the time set for the bid opening.

There will be no pre-bid conference.

By order of the  
Borough Council.  
Patricia DeStefano, Borough Clerk

## **INSTRUCTION TO BIDDERS**

### **1. SUBMISSION OF BIDS**

A. The Borough of Spotswood, Middlesex County, State of New Jersey (hereinafter referred to as "OWNER") invites sealed bids pursuant to the Notice to Bidders.

B. Sealed bids will be received by the Director of Public Works, or their designee, at the time, date and place stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.

C. The bid proposal form shall be submitted, in a sealed envelope: (1) addressed to the OWNER; (2) bearing the name and address of the bidder written on the face of the envelope, and; (3) clearly marked "BID" with the contract title and/or bid # being bid.

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

E. Sealed bids forwarded to the OWNER before the date and time of the opening of the bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they must remain firm for a period of sixty (60) calendar days unless agreed an extension is agreed to.

F. All prices and amounts must be written in ink or preferably typewritten. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment or additive information not required by the specifications, or irregularities of any kind, may be rejected by the OWNER. Any changes, whiteouts, strikeouts, etc. on the proposal page must be initialed in ink by the person signing the bid.

G. Each bid proposal firm must give the full business name and address of the bidder, fax, email if available, the contact person of the bidder, and be signed by an authorized representative as follows:

- Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
- Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
- Bids by sole-proprietorship shall be signed by the proprietor.
- When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

H. Bidders must insert prices for furnishing all of the materials and/or labor required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepared by the contractor F.O.B. destination and placement at locations specified by the OWNER. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience.

I. The vendor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the vendor. In case of rejected materials, the vendor will be responsible for return freight charges.

J. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:

- NJSA 2C:21-34, et seq. governs false claims and representations by bidder. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentations. The statutes state the following penalties for these crimes at:
  - Under \$2,500, 18 months in prison and a \$10,000 fine;
  - Between \$2,500 and \$25,000, 3 to 5 years in prison and a \$15,000 fine;
  - Over \$25,000, 5 to 10 years in prison and a \$150,000 fine.

- NJSA 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- NJSA 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

## **2. BID SECURITY AND BONDING REQUIREMENTS.**

### **A. BID GUARANTEE: Required: NO**

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of 10 (%) percent of the total bid price, but not in excess of \$20,000.00, payable unconditionally to the OWNER. When submitting a Bid Bond, it shall contain a Power of Attorney for full amount of Bid Bond from a surety company licensed and authorized to do business in the State of New Jersey and acceptable to the OWNER. 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 N.J.S.A. 40A:11-21

Failure to submit a bid guarantee shall result in rejection of the bid.

### **B. CONSENT OF SURETY: Required: YES**

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for \$50,000.00 from a Surety Company licensed and authorized to do business in the State of New Jersey and acceptable to the OWNER stating that it will provide said bidder with a Performance Bond in the amount of \$50,000.00. This certificate shall be obtained in order to confirm that the bidder with 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 N.J.S.A. 40A: 11-22.

Failure to submit a bid guarantee shall result in rejection of the bid.

### **C. PERFORMANCE BOND: Required: YES**

Service Bids: Successful bidder shall simultaneously with the delivery of the executed contract, submit and execute a bond in the amount of \$50,000.00 as security for the faithful performance of this contract. On multi-year contracts, the Performance Bond must be resubmitted each year, no less than 60 days prior to the contract anniversary date, for the next year's amount.

Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.

### **D. LABOR AND MATERIAL (PAYMENT) BOND: Required: YES**

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 under this contract.

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

### **E. MAINTENANCE BOND: Required: NO**

Upon acceptance of the work by the owner, the contractor shall submit a maintenance bond (N.J.S.A. 40A:11-16.3) in an amount not to exceed \_\_\_\_% of the project costs guaranteeing against defective quality of work or materials for the period of:

\_\_\_\_ 1 year  
\_\_\_\_ 2 years

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5.

**Failure to deliver surety or bonds shall be cause for declaring the bid or contract null and void.**

## **3. INTERPRETATION AND ADDENDA**

A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the OWNER or their designee. 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 Agent, or their designee. 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 a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the OWNER of such ambiguities, errors or omissions the bidder shall be bound by the bid.

C. No oral interpretation of the meaning of the specifications for any goods and/or services will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the OWNER's Purchasing Agent, or their designee, as stipulated in the specification. In order to be given consideration, written requests for interpretation must be received at least seven (7) 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 N.J.S.A. 40A:11-23. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder in the bid. The OWNER's interpretations or corrections thereof shall be final. When issuing addend, the OWNER shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package pursuant to N.J.S.A. 40A:11-23c.1.

D. Discrepancies in Bids.

1. If the amount shown in words and its equivalent in 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 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 OWNER of the extended totals shall govern.

E. Pre-Bid Conference.

1. If not stated in the Notice to Bidders, then no pre-bid meeting is scheduled.
2. If stated in the Notice to Bidders, then attendance is not mandatory, but is strongly recommended. Failure to attend does not relieve the bidder from any obligations or requirements.

#### **4. BRAND NAMES, PATENTS AND STANDARDS OF QUALITY**

A. Brand names and/or descriptions used in this bid are to acquaint bidders with the type of commodity and services desired and will be used as a standard by which goods and services offered as alternate, competitive, or equivalent will be evaluated.

B. Comparative items must be equal to the standard described and be of the same quality of work. Variations between goods and services described and the goods and services offered are to be fully identified and described by the bidder on the bid deviation form and submitted with the bid 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 the goods and services as described in the bid specification be provided or performed.

C. It is the responsibility of the bidder to document and/or demonstrate the equivalency of goods and services offered. The OWNER reserves the right to evaluate the equivalency of the goods and services that, in its deliberations, meets the requirements.

D. In submitting its bid, the bidder certifies the merchandise to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the OWNER harmless from any damages resulting from such infringement.

E. Only manufactured and farm products of the United State, wherever available, shall be used on this contract pursuant to N.J.S.A. 40A:11-18.

F. The Contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the Contractor. The Contractor will be responsible for return freight or restocking charges.

## **5. INSURANCE REQUIREMENTS**

A. The Contractor and/or subcontractors shall not commence work under this contract until it has obtained the insurance required under this section. All coverage shall be with insurance carriers licensed and authorized to do business in New Jersey and shall name the Borough of Spotswood as additional insures. Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the Borough of Spotswood as an additional insures.

### **B. Additional Insured:**

The following shall be Additional Insured's: The Borough of Spotswood, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers.

This coverage shall be primary to the Additional Insured's, and shall not be contributing with any other insurance or similar protection available to the Additional Insured's whether other available insurance be primary, contributing or excess.

### **C. Commercial General Liability Insurance:**

During the life of this contract the Contractor shall procure and maintain Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and not less than \$2,000,000.00 aggregate Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following:

1. Contractual Liability;
2. Products and Completed Operations;
3. Independent Contractors Coverage;
4. Broad Form General Liability Extensions or equivalent;
5. Per contract aggregate.

### **D. Automotive Liability Insurance:**

During the life of this contract the Contractor shall procure and maintain Automotive Liability Insurance for claims arising from owned, hired and non-owned vehicles to include applicable No-Fault coverage, with limits of liability not less than \$1,000,000.00 per accident combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

### **E. Workers Compensation:**

During the life of this contract the Contractor shall procure and maintain Workers Compensation insurance, including Employers Liability Coverage in accordance with the statutes of the State of New Jersey, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

### **F. Notice of Cancellation:**

Commercial General Liability Insurance, Automotive Liability Insurance and Workers Compensation insurance, as described above shall include an endorsement stating the following:

"Sixty (60) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Borough of Spotswood, Attn.: Purchasing Agent, 77 Summerhill Road, Spotswood, NJ 08884"

### **G. Owners/Contractors Protective Liability:**

During the life of this contract the Contractor shall procure and maintain a separate Owners/Contractors Protective Liability policy with limits of not less than lowest bid amount per occurrence and/or aggregate, combined single limit, Personal Injury, Bodily and Property Damage. The Borough of Spotswood shall be "Named Insured" on the policy. Sixty (60) days Notice of Cancellation shall apply to said policy.

### **H. Proof of Insurance Coverage:**

The Contractor shall provide the municipality at the time the contracts are returned to him for execution, Certificates of Insurance and/or policies acceptable to the municipality as listed below:

1. Two (2) copies of Certificate of Insurance for Commercial general Liability, Automotive Liability, and Workers Compensation.
2. Original policy or binder for Owners/Contractors Protective Liability insurance.

### **I. Continuation of Coverage:**

If any of the above coverage's expire during the term of this contract, the Contractor shall deliver renewal Certificates and/or policies to the municipality at least ten (10) days prior to the expiration date.

## **6. INDEMNIFICATION AND HOLD HARMLESS**

A. The Contractor and/or subcontractors shall indemnify and hold harmless the OWNER from all claims, suits or actions, and damages or costs of every name and description to which the OWNER may be subjected or put by reason of injury to the person or property of another, or the property of the OWNER, resulting from negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

## **7. PREPARATION OF BIDS**

A. The OWNER is exempt from any local, state or federal sales, use or excise tax.

B. Estimated Quantities (Open-End Contracts) - The OWNER 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 N.J.A.C. 5:30-11.2 and 11.10. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

C. Successful bidder shall be responsible 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.

D. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

## **8. METHODS OF AWARD**

A. The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.

B. The OWNER may award the work on the basis of the Base Bid, combined with such Options as selected, until a net amount is reached which is within the funds available.

C. If the award is to be made on the basis of Base Bids only, it will be made to that responsible bidder whose Base Bid, therefore, is the lowest responsible. If the award is to be made on the basis of a combination of a Base Bid with Options, it will be made to that bidder whose net bid on such combination is the lowest responsible.

D. The OWNER may also elect to award the work on the basis of line items or unit price, whichever results in the lowest total amount by the lowest responsible bidder.

E. The form of contract shall be submitted by the OWNER to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the OWNER.

F. 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 OWNER.

## **9. REJECTION OF BIDS**

A. The Borough reserves the right to reject any or all bids as permitted in N.J.S.A. 40A:11-13.2;

B. Availability of Funds - Pursuant to statutory requirements, any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually or as required;

C. Multiple Bids Not Allowed - More than one bid from an individual, a firm or partnership, a corporation or associations under the same name shall not be considered;

D. Multiple bids from an agent representing competing bidders;

E. Unbalanced Bids - Bids that are obviously or inappropriately unbalanced may be rejected;

F. Unsatisfactory Past Performance pursuant to N.J.S.A. 40A:11-4b or bids received from bidders who have previously failed to complete contracts within the time scheduled or who have performed prior work for the OWNER in an unacceptable manner, may be rejected; or,

G. Failure to Enter Contract - Should the bidder, to whom the contract is awarded, fail to enter into a contract within 21 days, Sundays and holidays excepted, the OWNER may then, at its option, accept the bid of the next lowest responsible bidder, pursuant to N.J.S.A. 40A:11-24b.

## **10. TERMINATION OF CONTRACT**

A. If, through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligation under his contract or if the contractor shall violate any of the requirements of this contract, the OWNER 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 OWNER of any obligation for balances to the Contractor of any sum or sums set forth in the contract. OWNER will pay only for goods and services accepted prior to termination.

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

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

D. In case of default by the successful bidder, the OWNER may procure the articles or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.

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 OWNER reserves the right to cancel this contract.

F. Acquisition, Merger, 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 all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the OWNER.

G. The Contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the OWNER.

## **11. SAFETY NOTICES**

A. As of November 1986, all New Jersey Governmental Agencies are mandated to comply with Public Employment Occupational Safety and Health Act Legislations, which closely adheres to the Federal Occupational Safety and Health Act of 1970, requiring compliance with safety standards thereof. As of this date, all equipment owned and operated by the Borough of Spotswood shall meet the established standards. It is therefore imperative that all concerned be made aware of and comply with the following:

1. The vendor or contractor hereby guarantees that all materials, supplies and equipment furnished or delivered to the Borough of Spotswood as listed on any bid, request for proposal, quotation, contract or purchase order meet the requirements, specifications and standards as provided for under the Federal Occupational Safety and Health Act of 1970, as from time to time amended and enforced as of the date thereof.

2. New Jersey Worker and Community Right to Know Act: Under the provisions of this regulation each bidder must furnish the Borough of Spotswood a "Material Safety Data Sheet" for each product they supply or use at the Borough. These MSDS's should be submitted to the Borough upon award of the bid. They should be directed to the department(s) receiving the product or services. In addition, the Vendors are



required to comply with labeling requirements as detailed in the act as well as all other applicable provisions of the act.

3. 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) - hazardous substance fact sheet - must be furnished.

B. The bidder should be aware, if awarded the contract, that they will be responsible for any and all sub-contractors as well as themselves, and that they are required to comply with all applicable local, state, and federal safety, health and environmental regulations, including provisions for protecting Borough employees and the public from construction hazards.

C. The Borough of Spotswood retains the right to have representatives of the Borough's Safety Staff inspect any construction project taking place on Borough property or through Borough auspices. The Borough reserves the right to stop work if an imminent hazard exists. The costs, if any created by a work stoppage due to unsafe conditions, will be borne by the contractor responsible for the unsafe condition.

## **12. STATUTORY AND OTHER REQUIREMENTS**

### **A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION**

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as Appendix A of this bid specification.

#### **1. Goods and Services (including professional services) Contracts**

Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- i. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

#### **2. Maintenance/Construction Contracts**

After notification of award, but prior to signing the contract, the contractor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The contractor shall also 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.

### **B. AMERICANS WITH DISABILITIES ACT OF 1990**

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans With Disabilities language that is included as Appendix A of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

### C. STOCKHOLDER DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership. Bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

### D. PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration with the bid proposal for themselves and each sub-contractor, if applicable. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by phone at (609) 292-1730. 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. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
3. 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) 292-1730.

### E. PREVAILING WAGE ACT

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 [www.state.nj.us/labor/lssse/lspubcon.html](http://www.state.nj.us/labor/lssse/lspubcon.html).

All contractors and subcontractors performing public work for a public body shall post the prevailing wage rates for each craft and classification, including the effective date of any changes to the rate, in a prominent and easily accessible place at the site of the work or at such places that are used by employers to pay workers their wages.

### F. 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 subcontractors 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. 34:11-56.26(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 [www.state.nj.us/labor/lse/lspubcon.html](http://www.state.nj.us/labor/lse/lspubcon.html).

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

#### **G. NON-COLLUSION AFFIDAVIT**

The Affidavit shall be properly executed and submitted with the bid proposal.

#### **H. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

The Certification shall be properly completed and submitted with the bid proposal.

### **13. PAYMENT**

A. No payment will be made unless duly authorized by the OWNER’s authorized representative and accompanied by proper documentation.

B. Payment will be made in accordance with the OWNER’s policy and procedures.

C. Vendors are required to submit all invoices for the current month’s work within seven days after the end of the month; or upon project completion; or based upon project stage completion.

D. Bills for materials and labor expenses are to be submitted to the Borough on Company Letterhead or Invoice identifying the Vendor. Each invoice shall list each date work was performed; the site and project worked on, any materials used, and labor.

E. The prime contractor shall submit an invoice for payment to both the Borough of Spotswood and the Borough of Spotswood’s authorized agent for work they have performed in accordance with the provisions of a contract with the owner and the billing for the work has been approved and certified by the owner or the owner’s authorized approving agent, the owner shall pay the amount due to the prime contractor for each periodic payment, final payment or retainage monies not more than 30 calendar days after the billing date, which for a periodic billing, shall be the periodic billing date specified in the contract; or, the invoice must be received and approved no less than one week prior to the regularly scheduled meeting at which bills are paid. The billing shall be deemed approved and certified 20 days after the owner receives it unless the owner provides, before the end of the 20-day period, a written statement of the amount withheld and the reason for withholding payment, except that in the case of a public or governmental entity that requires the entity’s governing body to vote on authorizations for each periodic payment, final payment or retainage monies, the amount due may be approved and certified at the next scheduled public meeting of the entity’s governing body, and paid during the entity’s subsequent payment cycle, provided this exception has been defined in the bid specifications and contract documents. All invoices must be dated within five (5) days of the presentation date to the Borough or the Borough’s Authorized Agent; or will be considered as dated from no more five (5) days of the receipt date.

F. Payroll Certification for Contractor and Sub-Contractor's Use for Weekly and Final Certification - Effective February 18, 1992 Regulation N.J.A.C. 12:60-2.1 and 6.1 of the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et. seq. requires that certified payroll records must be submitted to the public body for each employee on the project. The General Contractor is responsible for ensuring that each sub-contractor submits the certified payroll within ten (10) days of the payment of wages. The public body shall receive, file and make available for inspection during normal business hours the certified payroll records.

G. 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.

H. Payment will not be made if the work is found incomplete or unsatisfactory after an inspection by the Borough Engineer or their authorized agent or the Borough of Spotswood Director of DPW or their authorized representative. Payment will be held until the Contractor makes the necessary corrections to meet the standards established in this specification. Payment will not be made unless the Payroll Certification has been submitted to the Borough of Spotswood Director of DPW.

#### **14. SCOPE AND INTENT OF WORK:**

A. The Purpose of this document is to make available to the Borough of Spotswood personnel, equipment and material for emergency repairs to water pipelines that are 16-inches and smaller, public fire hydrants and service lines, sewer mains, force mains, service laterals, manholes, piping in and around pump stations and any other repair work for the water/sewer utility so designated. These items are not restricted to manufacturers' own make or brand of parts.

B. The Contractor shall be able to respond to the Borough's request within thirty (30) minutes of notification.

C. The Contractor is to perform all necessary tasks to complete any repair as quickly and safely as possible.

D. The Contractor is responsible for restoring an area back to its original condition prior to the onset of the problem.

E. The Borough may supply repair parts at its discretion.

F. The Contractor is responsible for all necessary permits. The Borough shall waive any fee required by the Borough.

G. The Contractor is responsible to call for underground markouts.

H. The Borough of Spotswood Department of Public Works (DPW) shall prepare and submit a Maintenance/Repair requisition request to schedule needed service.

I. The Contractor shall be responsible for all work zone safety and proper barricading, signage and traffic control.

J. The Contractor shall be responsible to supply the Director of DPW with a minimum of two (2) emergency contact persons and phone, cell and/or pager numbers with 24 hour / 7 day accessibility.

#### **13. EXCLUSION FROM THIS PROPOSAL:**

A. Specifically excluded from purchasing and service under this Proposal are: Automotive parts, snow plow parts, blades and edges, caster wheels, radios, battery chargers, vises, general use tools (such a screwdrivers, wrenches, hammers and drills, etc.), automotive tire chains and all items of capital equipment. These items are generally covered under other Borough of Spotswood Term Contracts.

#### **14. TERM OF CONTRACT:**

A. The Term of this Contract shall be from the date the contract is executed through December 31, 2021. Contract term may be extended beyond the initial term, up to two (2) years at one (1) year intervals upon consent of both parties agreeing to the extension, in writing, no less than thirty (30) days prior to the expiration of the current award.

#### **15. BREACH OF CONTRACT:**

A. In the event the Contractor shall fail to comply with any of the conditions herein provided and as covered by the Contract, the Business Administrator shall notify the Contractor of such failure or default and demand that the same

be remedied with five (5) business days. In the event of the failure of the Contract to remedy the same within said period, the Business Administrator will authorize the goods to be procured from any available source, with the difference between the actual cost paid and the bid defaulting Contractor to be deducted from any monies due the defaulting Contractor or their Bonding.

B. In the event of the failure of the Contract to remedy the same within said period, the Business Administrator is authorized to seek to have this Contract voided.

C. In addition to those instances specifically referred to in other sections herein contained, the Borough shall have the right at its option to terminate the Contract, said termination evidenced by a due and proper resolution of the Mayor and Borough Council of the Borough of Spotswood and by facsimile or mailing a certified copy thereof by the Borough Clerk, by certified mail return receipt, to the principal place of business of the Contractor, under any one or more of the following

1. If the Contractor becomes insolvent.
2. If the Contractor makes an assignment for the benefit of creditors pursuant to the statutes in such case made and provided.
3. In the event a voluntary or involuntary petition in bankruptcy shall be filed by or against the Contractor.
4. In the event the Contractor fails to commence work in accordance with the Specifications.
5. In the event the Contractor shall abandon the work.
6. In the event the Contractor shall abandon any portion of the work to be performed under the Specifications.
7. If the Contractor shall fail to fully, properly, and in a good and workmanlike manner perform any or all of the conditions, covenants or agreements contained within the Specifications.
8. If the Contractor shall sublet, assign, convey, or otherwise dispose of his Contract or any portion thereof other than in accordance with the Specifications.
9. If a receiver or receivers or any other person shall be appointed by court order to take charge or custody of the Contractor's property, financial affairs or business.
10. If the Borough Mayor and Committee, upon the advice of the Contract Administrator, shall be of the opinion that the Contractor is not or has not been performing the Contract in good faith and in accordance with the terms of the Specifications.
11. If the Contractor inflates or otherwise alters or falsifies slips of parts or labor.

#### **16. LIQUIDATED DAMAGES:**

A. In the event the Contractor shall fail to comply with any of the conditions herein provided and as covered by the Contract, the Business Administrator shall notify the Contractor of such failure or default and demand that the same be remedied within five (5) business days.

B. In the event of the failure of the Contractor to remedy the same within said period, the Business Administrator may authorize the service to be performed and/or goods to be procured from any available source, with the difference between the actual cost paid and the bid defaulting Contractor to be deducted from any monies due the defaulting Contractor or their Bonding plus a cost of \$50.00 per incident made payable to the Borough of Spotswood.

C. In the event the Contractor shall fail to respond to a call within the time frame requirement, the Business Administrator may authorize the service to be performed and/or goods to be procured from any available source, with the difference between the actual cost paid and the bid defaulting Contractor to be deducted from any monies due the defaulting Contractor or their Bonding plus a cost of \$50.00 per incident made payable to the Borough of Spotswood.

#### **17. TRANSITIONAL PERIOD:**

A. In the event the services are terminated by the Contract expiration, it shall be incumbent upon the Contractor to continue the service(s) until new services can be completely operational. At no time shall this service extend more than ninety (90) days beyond the expiration date of the existing Contract. Vendor shall be reimbursed for this service at the expiring Contract rate.

## **18. CONTRACT PRICING:**

A. All pricing for this Contract is to remain firm for each calendar year of the entire Contract Term plus any Transitional Period.

B. All repairs and/or service shall be approved by the Director of Dept of Public Works (DPW) and funding approved and encumbered prior to the successful bidder doing any work.

C. Vendor shall also supply a copy of all repair and maintenance documentation to the Director of Dept of Public Works (DPW).

## **19. VENDOR PRICE LISTS/CATALOGS:**

A. The successful Bidder may be required as a condition of this Contract to provide price lists and/or catalogs upon bid submission and/or request by the Business Administrator or Finance Department during the term of this Contract or renewal in order to verify pricing information.

## **20. DELIVERY REQUIREMENTS:**

A. Contractors are required to protect all material so that it is delivered to the Borough of Spotswood Public Works Garage, Third Street, Spotswood, or to its approved work location in first-class, undamaged condition. The Borough reserved the right to reject any material which is damaged or in an otherwise unacceptable condition. Any charges incurred to return or replace the unacceptable delivery will be the full responsibility of the Vendor.

B. The Vendor shall deliver all materials and perform all work during the hours of 7:00 am to 3:00 pm on regularly schedule workdays. Emergency service or other service outside of those hours will be accepted only with the Borough's authorization.

## **21. MINIMUM EXPERIENCE**

A. The successful Vendor is required to have a minimum of five (5) years of experience performing this type of work.

## **22. EMERGENCY CONTACT**

A. The Contractor shall be responsible to supply the Borough of Spotswood Director of Public Works with a minimum of two (2) emergency contact persons and phone, cell and/or pager numbers with 24 hour / 7 day accessibility.

## **23. ESTIMATED SCHEDULE OF QUANTITIES**

A. Personnel: Normal Working Hours:

1.	Supervisor or equivalent	100 Hours
2.	Working Foreman or equivalent	100 Hours
3.	Utilityman or equivalent	150 Hours
4.	Laborer	150 Hours
5.	Operator	75 Hours

After Normal Working Hours:

1.	Supervisor or equivalent	30 Hours
2.	Working Foreman or equivalent	30 Hours
3.	Utilityman or equivalent	40 Hours
4.	Laborer	40 Hours
5.	Operator	20 Hours

B. Equipment:

1.	580 Rubber Tire Backhoe	150 Hours
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2.	Dump Truck (Min 5cy cap.)	120 Hours
3.	Dump Truck (Min. 10cy cap)	120 Hours
4.	Mobile Compressor, min 1000 cfs. With appropriate tools (i.e. jack hammer, paving cutter, spade, etc.)	75 Hours
5.	Utility service vehicle and with appropriate tools (i.e. hand shovels, wrenches, pipe cutting saw, dewatering pump, etc.)	120 Hours
6.	Rack Body Vehicle	75 Hours
7.	Excavator (15 to 20 Tons)	75 Hours
8.	Excavator (Over 20 Ton)	75 Hours
9.	Front End Loader (Min 2 cy bucket)	75 Hours
10.	Trench Box as needed.	30 hours
11.	Road Plates (Min 10' X 5')	15 Hours
12.	Vibratory plate tamper	30 hours
13.	Jumping Jack	30 hours
14.	Roller (Min 1 ton)	30 hours
15.	Light Tower	30 hours

B. Material:

1.	Bank Run Gravel	30 Ton
2.	Washed Gravel	30 Ton
3.	¾" Clean Quarry Stone	30 Ton
4.	Temporary Paving	150 Sq Ft
5.	6" Bituminous Base	150 Sq Ft
6.	6" Bituminous Base w/2" FABC topping	300 Sq Ft
7.	Concrete Pavement (8" Thick.	30 Sq Ft
8.	Concrete Pavement (4" Thick)	75 Sq Ft
9.	Topsoil and Grass Seed	100 Sq Ft
10.	Saw Cutting, Bituminous Road	75 Sq Ft
11.	Saw Cutting, Concrete Rd	75 Sq Ft

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## **BIDDERS CHECKLIST**

**THIS BIDDER'S CHECKLIST MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR  
BID PACKAGE:**

**A BID SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS OR ACKNOWLEDGEMENT OF  
UNDERSTANDING IS CAUSE FOR REFUSAL.**

	INITIAL BELOW
A. Instructions to Bidders.	
B. Bid Deposit in the form of a Certified Check, Cashier's Check or Bid Bond.	
C. Affirmative Action Statement.	
D. Exhibit "A" Mandatory Language.	
E. Exhibit "B" American's with Disabilities Act.	
F. Ability Questionnaire.	
G. Certificate of Availability of Equipment.	
H. Stockholder Disclosure Certification properly notarized.	
I. Business Registration Certificate and Contractor Registration Certificate.	
J. Non-Collusion Affidavit properly notarized.	
K. Disclosure of Investment Activities in Iran Certification	
L. State of New Jersey Debarred List Affidavit properly notarized.	
M. Indemnity and Hold Harmless Agreement properly notarized.	
N. Consent of Surety	
O. New Jersey Statutory Form of Labor and Materials Payment Bond	
P. Acknowledgment of Receipt of Addenda	
Q. Authorized signatures on all forms	
R. Proposal Form	



**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS  
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

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: \_\_\_\_\_

**NOTE:**

**NO CONTRACT CAN BE AWARDED WITHOUT THE SUBMISSION OF ONE OF THE ABOVE ITEMS FOR PROOF OF AFFIRMATIVE ACTION PLAN, COMPLETED AND SUBMITTED TO THE DEPARTMENT OF PURCHASING.**

**A CONTRACTOR'S BID MUST BE REJECTED AS NON-RESPONSIVE IF A CONTRACTOR FAILS TO COMPLY WITH REQUIREMENTS OF P.L. 1975, C. 127, WITHIN THE TIME FRAME.**

## APPENDIX A

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**(MANDATORY AFFIRMATIVE ACTION LANGUAGE)  
(MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE)  
Goods, Professional Service and General Service 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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting for the 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 or sex.

**The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of 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.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

**The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.**

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

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

The contractor and the Borough of Spotswood, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. *§12101* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant 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.

## **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**

### **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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the 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 or sex;

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of 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 applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. 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 subcontractor 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 subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. 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 the applicable employment goal, the contractor or subcontractor agrees to be

prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, 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 or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved 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 consistent with the applicable county employment goals:

(1) To notify the public agency compliance officer, the Division, 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 until such time as the workforce is consistent with the employment goal;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) 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 determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. 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 Division. If necessary, the contractor 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.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) 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 Division.

(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 Division and submitted promptly to the Division 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 apprenticeship 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 county 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 Division an initial project workforce report (Form AA 201) provided to the public agency by the Division 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 Division 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 Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

## **ABILITY QUESTIONNAIRE**

If a Corporation, answer this: \_\_\_\_\_ If a partnership, answer this: \_\_\_\_\_

Date of Organization \_\_\_\_\_ State whether partnership is  
general or limited: \_\_\_\_\_

Name and address of partners:

President: \_\_\_\_\_

Vice-President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

## **EXPERIENCE AND EQUIPMENT**

How many years has your organization been in business under your present business name?  
\_\_\_\_\_

How many years has your organization been in business as a general contractor under your  
present business name? \_\_\_\_\_

How many years' experience in this type of equipment has your organization had? \_\_\_\_\_

Who are the last five public and private sector organizations have you sold this type equipment  
to?

Names, Address and Telephones of reference for items listed above:

	Name and Address	Telephone Number
A.		
B.		
C.		
D.		
E.		
F.		
G.		
H.		
I.		
J.		

Any other reference:

\_\_\_\_\_



### **CERTIFICATE OF AVAILABILITY OF EQUIPMENT**

I \_\_\_\_\_ hereby certify that the Bidder named is or are the owner or leasee of the equipment necessary for the execution of this contract, and further certify that the Bidder is or are fully prepared with the necessary capital, material and machinery to conduct this work as herein specified. The equipment available for the execution of this contract is listed below:

Quantity	Description and Capacity	Year	Condition

**(May use additional sheets if needed.)**

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Name and Title of Affiant)

**STOCKHOLDER DISCLOSURE CERTIFICATION**  
**This Statement Shall Be Included with Bid Submission**

**Name of Business** \_\_\_\_\_

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

☐ Partnership

☐ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation ☐ Other \_\_\_\_\_

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of

\_\_\_\_\_, 20\_\_.

(Notary Public)

My Commission expires:

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Print name & title of affiant)

\_\_\_\_\_  
(Corporate Seal)

### **BUSINESS REGISTRATION CERTIFICATE**

A copy of the Bidder's Business Registration Certificate must be submitted with this Bid Proposal.

Failure to submit proof of registration requires mandatory rejection of a bid as a non-waivable defect.

### **CONTRACTOR REGISTRATION CERTIFICATE**

A copy of the Bidder's Contractor Registration Certificate must be submitted with this Bid Proposal.

A copy of the Bidder's Sub-Contractor(s) Registration Certificate must be submitted with this Bid Proposal.

Failure to submit proof of registration requires mandatory rejection of a bid as a non-waivable defect.

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY  
BOROUGH OF SPOTSWOOD

ss:

I \_\_\_\_\_ certify that I \_\_\_\_\_ am  
of \_\_\_\_\_ of the firm  
of \_\_\_\_\_ the  
Bidder making the Proposal for the above named project, and that I executed the said Proposal  
with full authority to do so; that said Bidder has not, directly or indirectly entered into any  
agreement, participated in any collusion, or other wise taken any action in restraint of free,  
competitive bidding in connection with the above named Project; and that all statement  
contained in said Proposal and in this affidavit are true and correct, and made with full  
knowledge that the Borough of Spotswood 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 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 established commercial or selling  
agencies maintained by (N.J.S.A. 52: 34-25)

\_\_\_\_\_  
(NAME OF CONTRACTOR)

SUBSCRIBED AND SWORN TO

BEFORE ME THIS \_\_\_\_\_ DAY

OF \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
(ALSO TYPE OR PRINT NAME OF  
AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_ 20\_\_\_\_

## DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN – PART 1

Pursuant to Public Law 2012, c. 25, any person or entity that submits a proposal 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's 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 proposal/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 the 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-reference activities, a detailed, accurate, and precise description of the activities must be provided in Part 2 below 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.**

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## DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN – PART 2

### PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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

**EACH ENTRY BELOW WILL PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, ATTACH SUPPLEMENTARY PAGES WITH ANSWERS TO EACH QUESTION FOR EACH ADDITIONAL ENTRY.**

Name \_\_\_\_\_ Relationship to Applicant \_\_\_\_\_

Description of Activities \_\_\_\_\_

\_\_\_\_\_

Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_

Applicant Contact Name \_\_\_\_\_ Phone # \_\_\_\_\_

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 the State of New Jersey 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 State to notify the State in writing of any changes to the answers or 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 the State of New Jersey and that the State, at its option, may declare any contract(s) resulting from this certification void and unenforceable.

\_\_\_\_\_  
COMPANY NAME – APPLICANT

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

**STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_, ss

I, \_\_\_\_\_ of the City / Town of \_\_\_\_\_

in the County of \_\_\_\_\_ and the state of \_\_\_\_\_

being of full age and fully sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ an officer of the firm of

\_\_\_\_\_.

\_\_\_\_\_ the bidder making the Proposal for the above named work, and that I executed the said Proposal with full authority to do so; that said bidder at the time of making of this bid is not included on the State of New Jersey, Treasurer's List of Debarred, Suspended and Disqualified Bidders; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the \_\_\_\_\_, as the Owner relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

The undersigned further warrants that should the name making this bid appears on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at anytime prior to, and during the life of this Contract including Guarantee Period, that the Local Governing Unit shall be immediately so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid s Contractor is subject to disbarment, suspension and/or disqualification in contracting with the State of New Jersey, if the Contractor pursuant to NJAC 7:1-5.2, commits any of the acts listed therein, and as determined according to applicable law and regulation.

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Name and Title of Affiant)

Subscribed and sworn

Before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

Notary Public of \_\_\_\_\_

My Commission Expires \_\_\_\_\_, 20\_\_\_\_\_.

**INDEMNITY AND HOLD HARMLESS AGREEMENT**

\_\_\_\_\_ (Contractor, Individual, Group) agrees to indemnify and hold harmless the Borough of Spotswood, and/or the Middlesex Counties Municipal Joint Insurance Fund, and their agents and employees, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees in case it shall be necessary to file action, arising out of performance of the work herein, which is (1) for bodily injury, illness or death, or for property damage, including loss of use, and (2) caused in whole or in part by \_\_\_\_\_ (Contractor) negligent act or omission, or that of subcontractor, or that of anyone employed by them or for whose acts contractor or subcontractor may be liable. This indemnification and agreement shall apply in all instances whether Borough of Spotswood and/or the Middlesex Counties Municipal Joint Insurance fund is made a direct party to the initial action or claim or is subsequently made a party to the action by third-party in-pleading or is made a party to a collateral action arising, in whole or in part, from any of the issues emanating from the original cause of action or claim.

\_\_\_\_\_  
Contractor, Individual, Group

\_\_\_\_\_  
Date

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
(Notary)

### **CONSENT OF SURETY**

N.J.S.A. 40A: 11-22 provides in pertinent part that where a contracting unit requires a performance bond, the contracting unit must require from all bidders, a certificate from a surety company licensed to do business in the State of New Jersey stating that the surety company will provide the contractor with a performance bond.

If a performance bond will be required from the successful bidder on this project, then consequently, all bidders shall submit, with their bid, a certificate in substantially the following form:

TO: BOROUGH OF SPOTSWOOD, 77 Summerhill Road,  
SPOTSWOOD, NJ 08884

RE: \_\_\_\_\_  
(contractor)

\_\_\_\_\_  
(Project Description)

This is to certify that the

\_\_\_\_\_  
(Surety Company)

will provide to \_\_\_\_\_, a performance bond  
(Contractor)

in the event that said \_\_\_\_\_ is awarded a contract for the  
(Contractor)  
above project.

\_\_\_\_\_  
(Authorized Agent of Surety Company)

**\*\* CERTIFICATE OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE INDIVIDUAL OR COMPANY SUBMITTING THE BID.**



**NEW JERSEY STATUTORY FORM OF LABOR AND MATERIALS PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we the understand \_\_\_\_\_  
as Principal and \_\_\_\_\_ as Surety, are hereby held and firmly  
bound unto the Borough of Spotswood in the penal sum of \_\_\_\_\_  
Dollars, for the payment of which will and truly to be made, we hereby jointly and severally bind  
ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

The condition of the above obligation is such that whereas the above named principal did on the  
day of 20 \_\_\_\_\_, enter into a contract with the Borough of Spotswood which said contract is  
made a part of this bond the same as though set forth herein:

NOW, if the said Principal shall promptly make payment to all persons, firms, subcontractors,  
and corporations furnishing materials for or performing labor in the prosecution of the work  
provided for in such Contract, and any authorized extension or modification thereof including all  
amounts due for material, lubricants, oil, gasoline, repairs on machinery, equipment and tools,  
consumed or used in connection with such work and all insurance premiums on said work, and  
for all labor performed in such work, whether by subcontractors or otherwise, we agreeing and  
assenting that this undertaking shall be for the benefit of 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 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 said Contract or in or to the plans and specifications therefore shall in any way affect  
the obligations of said surety on its bond.

Principal \_\_\_\_\_

Surety \_\_\_\_\_

(SEAL)  
(Acknowledgements)

NOTE: The Attorney-in-fact signing the Labor and Materials Payment Bond on behalf of the  
surety should attach a valid power of attorney to the Labor and Materials Payment Bond.

**BOROUGH OF SPOTSWOOD  
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number

Dated

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No Addendum Received

Dated

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Acknowledged for:

---

(Print or Type Name of Bidder)

By:

---

(Print or Type Name of Authorized Individual)

Signature:

---

Title:

---

## **PROPOSAL FORM**

Proposal for the Borough of Spotswood:

I or We \_\_\_\_\_

of \_\_\_\_\_

(Address) \_\_\_\_\_

(City, State, Zip) \_\_\_\_\_

hereby agree to provide and perform completely in accordance with the Contract and Specifications for the Proposal according to the price submitted.

### **2021 CONTRACT TERM**

Contractor's Normal Work Hours: 7:00 a.m. – 3:30 p.m. Monday thru Friday

After Normal Work Hours: #1 – 3:30 p.m. – 7:00 a.m. Monday thru Friday and all day Saturday  
#2 – Sundays and Holidays

If emergency call-out, state minimum hours charged, if applicable. \_\_\_\_\_

A. Personnel: Normal Working Hours:

1.	Supervisor or equivalent	/Hr
2.	Working Foreman or equivalent	/Hr
3.	Utilityman or equivalent	/Hr
4.	Laborer	/Hr
5.	Operator	/Hr

After Normal Working Hours #1 – 3:30 p.m. – 7:00 a.m. Monday thru Friday

1.	Supervisor or equivalent	/Hr
2.	Working Foreman or equivalent	/Hr
3.	Utilityman or equivalent	/Hr
4.	Laborer	/Hr
5.	Operator	/Hr

After Normal Working Hours #2 – Sundays and Holidays

1.	Supervisor or equivalent	/Hr
2.	Working Foreman or equivalent	/Hr
3.	Utilityman or equivalent	/Hr
4.	Laborer	/Hr
5.	Operator	/Hr

Emergency Call-Outs (Minimum Time Charged, If Applicable):

1.	Supervisor or equivalent	/Hr
2.	Working Foreman or equivalent	/Hr
3.	Utilityman or equivalent	/Hr
4.	Laborer	/Hr
5.	Operator	/Hr

B. Equipment:

1.	580 Rubber Tire Backhoe	/Hr
2.	Dump Truck (Min 5cy cap.)	/Hr
3.	Dump Truck (Min. 10cy cap)	/Hr
4.	Mobile Compressor, min 1000 cfs. With appropriate tools (i.e. jack hammer, paving cutter, spade, etc.)	/Hr
5.	Utility service vehicle and w/appropriate tools (i.e. hand shovels, wrenches, pipe cutting saw, dewatering pump, etc.)	/Hr
6.	Rack Body Vehicle	/Hr
7.	Excavator (15 to 20 Tons)	/Hr
8.	Excavator (Over 20 Ton)	/Hr
9.	Front End Loader (Min 2 cy bucket)	/Hr
10.	Trench Box as needed.	/Hr
11.	Road Plates (Min 10' X 5')	/Hr
12.	Vibratory plate tamper	/Hr
13.	Jumping Jack	/Hr
14.	Roller (Min 1 ton)	/Hr
15.	Light Tower	/Hr

C. Material:

1.	Bank Run Gravel	/Ton
2.	Washed Gravel	/Ton
3.	¾" Clean Quarry Stone	/Ton
4.	Temporary Paving	/Sq. Ft.
5.	6" Bituminous Base	/Sq. Ft.
6.	6" Bituminous Base w/2" FABC topping	/Sq. Ft.
7.	Concrete Pavement (8" Thick)	/Sq. Ft.
8.	Concrete Pavement (4" Thick)	/Sq. Ft.
9.	Topsoil and Grass Seed	/Sq. Ft.
10.	Saw Cutting, Bituminous Road	/LF.
11.	Saw Cutting, Concrete Rd	/LF.

D. Extraordinary:

1.	Material/equipment not covered in this Contract shall be supplied at contractors cost plus	_____ %
2.	Emergency by-passing of Sewers if needed, shall be the responsibility of the Borough of Spotswood. If by-passing is needed, the Borough of Spotswood may direct the contractor to perform all by-passing at contractors costs plus	_____ %

Print Name	Company
Signature	Address
Title	City, State, Zip
Attest	Corporate Seal
Title	

## **FORM OF CONTRACT**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between the Borough of Spotswood, a municipal corporation of the State of New Jersey, having its principal place of business located at 77 Summerhill Road., Spotswood, NJ 08884, herein after referred to as “Owner” and \_\_\_\_\_, having its principal place of business located at \_\_\_\_\_, hereinafter referred to as “Contractor”;

### WITNESS;

That for and in consideration of the amount of bid, a copy of which is attached hereto and incorporated herein, contractor agrees to furnish to the Owner, the labor, material, equipment and services in accordance with the contract documents hereinafter set forth.

That for and in consideration of the amount of payable under this agreement by the Owner, the Contractor agrees, at its own proper cost and expense, and with due skill and diligence, that it will complete the Public Works Function and Utility Maintenance “Project”, in accordance with the contract documents and in compliance with this agreement.

Contractor agrees to receive as full compensation the amount stated herein, for said work provided to the Owner. Contractor shall be responsible for all loss or damage arising out of the furnishing of the work aforesaid.

To prevent all disputes and litigation, it is agreed by and between the parties to the Contract that the Director of Public Works or Borough Administrator shall in all cases determine the quantity of the goods delivered and paid for under this contract, and as to the interpretation of any ambiguity in or intent of the drawings and specifications.

The Contract documents shall consist of the following:

1. Notice to Bidders.
2. Specifications.
3. Contractors Proposal (as accepted).
4. Contract Agreement.
5. Contract Drawings (if part of proposal).
6. All Addenda.

The parties to this contract agree to incorporate into this contract the mandatory language of the Regulations promulgated pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the contractor or sub-contractor agrees to comply fully with the terms, provisions, and obligations of said regulations.

This agreement, together with the contract documents, forms the contract and they are as fully a part of this contract as if hereto attached or herein repeated.

The Owner and the Contractor, for themselves, their heirs, executors, administrators, successors or assigns, hereby agree to the full performance of the convenience herein contained.

IN WITNESS WHEREOF, they have executed this Agreement.

Borough of Spotswood

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rob Mitzelman, Director of Public Works

\_\_\_\_\_  
Date

Contractor:

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest:

\_\_\_\_\_  
Date