

UNIFORM BID SPECIFICATIONS

PROJECT: RE-GRADING & RE-CONDITIONING OF BLACK RIVER FIELDS

Township of Chester

Morris County

New Jersey

TOWNSHIP OF CHESTER

NOTICE TO BIDDERS

BID #02-2021 – Re-Grading and Re-Conditioning of Black River Fields

Notice is hereby given that The Township of Chester, Morris County, State of New Jersey will be accepting sealed bids for the Re-Grading and Re-Conditioning of Black River Fields. Bids will be accepted until 11:00 AM, prevailing time, on April 15, 2021, at which time they will be opened and publicly read in the Meeting Room of the Municipal Building, 1 Parker Road, Chester Township. No bids will be accepted after the aforesaid time and date. All bids are to be submitted in a sealed envelope entitled "Bid #02-2021 Re-Grading and Re-Conditioning of Black River Fields" on the bid proposal forms approved and provided for by the bid specifications in order to be considered. The Township of Chester shall not be responsible for full or partial sets of Bid/Contract documents, including addenda, obtained from a source other than French & Parrello, Associates. The Township reserves the right to waive minor defects and informalities in any bid and to reject any and all bids that are in the opinion of the Township Council not in the best interest of the Township.

Specifications and other bid information may be obtained from French & Parrello Associates, 43A Newburgh Road Suite 100, Hackettstown, New Jersey 07840 (Telephone: 908-850-0977 ask for Karen O'Connor, or e-mail Karen.OConnor@FPAengineers.com), during the hours of 10:00 AM to 4:00 PM. Bidders are required to comply with the requirements of N.J.S.A 10:5-31 and N.J.A.C 17:27-1 et seq.

A compact disc (CD) containing the Bid Documents may be obtained free of charge from French & Parrello. Printed copies will be provided upon receipt of a \$50.00 per copy, nonrefundable payment (business checks or money orders only) made payable to "French and Parrello Associates". NO CASH SHALL BE ACCEPTED. Please call prior to picking up said documents if you desire printed copies.

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

A pre-bid meeting will be held on March 31, 2021 at 2:30 p.m. The meeting will take place at the Black River Fields, located on North Road (aka County Road 513), Chester NJ 07930. Bidders will meet in the parking lot adjacent to the fields. Bidders are strongly recommended to attend the pre-bid meeting.

Chester Township anticipates awarding the contract at the Township Council meeting on April 20, 2021 which meeting starts at 7 p.m.

Robin Collins
Municipal Clerk/Administrator

BID PROPOSAL

Bid For: Re-Grading and Re-Conditioning of Black River Fields

The undersigned hereby declares that it/he/she has carefully examined the Plans and Specifications, prepared by French & Parrello, Associates, 43A Newburgh Road Suite 100, Hackettstown, New Jersey 07840 dated: **3/19/2021** and hereby agrees to provide complete performance in accordance with the Contract Documents and Specifications for the prices listed in this Bid Proposal.

Re-Grading and Re-Conditioning of Black River Fields

DRAWING INDEX

<u>SHEET NUMBER</u>	<u>DESCRIPTION</u>
1	OVERALL SITE PLAN
2	EXISTING CONDITIONS PLAN
3	GRADING AND DRAINAGE PLAN
4	SOIL EROSION AND SEDIMENT CONTROL PLAN
5	SOIL EROSION AND SEDIMENT CONTROL NOTES AND DETAILS
6	IRRIGATION PLAN
7	IRRIGATION DETAILS
8	CONSTRUCTION DETAILS
-	PROJECT SPECIFICATIONS

ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum# _____	Dated _____
Addendum# _____	Dated _____
Addendum# _____	Dated _____

It is understood that the total price stated by the following price schedule will control the award of the contract.

Base Bid – Re-grading and Re-Conditioning of Black River Fields

Furnish all Labor, Material, Equipment and Rigging re-grade and re-condition the natural grass turf fields including, but not limited to, stripping of topsoil, installing soil erosion and sediment control measures, installing storm drainage, inlets, an outflow structure, and erosion control matting. Rough and fine grading of the playing fields, adjacent areas, and detention basin. Installation of an automated underground automated sprinkler system with required electrical connections establishing a grass turf.

ITEM 1 SOIL EROSION CONTROL-

1 L.S. @ \$ _____ \$ _____
Total In Figures

Write Unit Price in Words and Numbers

ITEM 2 SURVEY AND CONTROL-

1 L.S. @ \$ _____ \$ _____
Total In Figures

Write Unit Price in Words and Numbers

ITEM 3 CLEAR VEGETATION-

1 L.S. @ \$ _____ \$ _____
Total In Figures

Write Unit Price in Words and Numbers

ITEM 4 STRIP TOPSOIL-

1 L.S. @ \$ _____ \$ _____
Total In Figures

Write Unit Price in Words and Numbers

ITEM 5 SCREEN TOPSOIL-

1 L.S. @ \$ _____ \$ _____
Total In Figures

Write Unit Price in Words and Numbers

ITEM 6 SPREAD TOPSOIL-

1 L.S. @ \$ _____ \$ _____
Total In Figures

Write Unit Price in Words and Numbers

ITEM 7 TOPSOIL AMENDMENT- LIME-

20 TONS @ \$ _____ \$ _____
Total In Figures

Write Unit Price in Words and Numbers

ITEM 8 TOPSOIL AMENDMENT-SOIL CONDITIONER-

40 TONS @ \$ _____ \$ _____
Total In Figures

Write Unit Price in Words and Numbers

ITEM 9 TOPSOIL AMENDMENT-FERTILIZER-

2,800 TONS @ \$ _____ \$ _____
Total In Figures

Write Unit Price in Words and Numbers

ITEM 10 TOPSOIL AMENDMENT-COMPOST-

550 TONS @ \$ _____ \$ _____
Total In Figures

Write Unit Price in Words and Numbers

ITEM 11 EARTHWORK-

1 L.S. @ \$ _____ \$ _____
Total In Figures

Write Unit Price in Words and Numbers

ITEM 12 SEED-

1 L.S. @ \$ _____ \$ _____
Total In Figures

Write Unit Price in Words and Numbers

ITEM 13 MULCH-

1 L.S. @ \$ _____ \$ _____
Total In Figures

Write Unit Price in Words and Numbers

ITEM 14 12" HDPE STORM PIPE-

1,400 L.F. @ \$ _____ \$ _____
Total In Figures

Write Unit Price in Words and Numbers

ITEM 15 15" HDPE STORM PIPE-

1,000 L.F. @ \$ _____ \$ _____
Total In Figures

Write Unit Price in Words and Numbers

ITEM 16 18" HDPE STORM PIPE-

310 L.F. @ \$ _____ \$ _____
Total In Figures

Write Unit Price in Words and Numbers

ITEM 17 24" HDPE STORM PIPE-

750 L.F. @ \$ _____ \$ _____
Total In Figures

Write Unit Price in Words and Numbers

ITEM 18 ROUND INLETS-

4 UNITS @ \$ _____ \$ _____
Total In Figures

Write Unit Price in Words and Numbers

ITEM 19 YARD DRAIN-

19 UNITS @ \$ _____ \$ _____
Total In Figures

Write Unit Price in Words and Numbers

ITEM 20 MANHOLE-

6 UNITS. @ \$ _____ \$ _____
Total In Figures

Write Unit Price in Words and Numbers

ITEM 21 OUTLET PROTECTION-

2 UNITS @ \$ _____ \$ _____
Total In Figures

Write Unit Price in Words and Numbers

ITEM 22 OUTLET STRUCTURE-

2 UNITS @ \$ _____ \$ _____
Total In Figures

Write Unit Price in Words and Numbers

ITEM 23 RECHARGE TRENCH-24" PERF. PIPE-

370 L.F. @ \$ _____ \$ _____
Total In Figures

Write Unit Price in Words and Numbers

ITEM 24 IRRIGATE GRASS FIELDS

1 L.S. @ \$ _____ \$ _____
Total In Figures

Write Unit Price in Words and Numbers

TOTAL BASE BID PRICE (Items 1 through 24) \$ _____
Total In Figures

Write Unit Price in Words and Numbers

Base Bid:

Amount (in numbers): _____

Amount (written): _____

QUALITY ASSURANCE

The above-mentioned Bidder Declares and Certifies:

1. That the Said Bidder is of lawful age, and the only one interested in this Bid, and that no one other than said Bidder has any interest herein.
2. That this Bid is made without previous understanding, agreement or connection with any other person, firm or Corporation making a Bid for the same purpose and is in all respect fair and without collusion or fraud.
3. That no member of the Municipality, nor any officer or employee, or person whose salary is payable in whole or in part from the Treasurer of said Municipality, is directly or indirectly interested in this Bid or in the supplies, materials, equipment, work or services to which it is related, or in any portion of the profits thereof.
4. That said Bidder has carefully examined and understands that the general conditions to Bidders, the instructions to Bidders, the Specifications and the schedules prepared under the direction of the Municipality are a part of the Bid Proposal, and will, if successful in this Bid, furnish and deliver at the prices Bid, and within the time stated, all the materials, supplies, apparatus, goods, wares, merchandise, service or labor for which this bid is made.
5. That, to the best of the Bidder's knowledge, no member of the Municipality, nor any officer or employee, or person whose salary is payable in whole or in part from the Treasurer of said Municipality, is directly or indirectly interested in this Bid or in the supplies, materials, equipment, work or services to which it is related, or in any portion of the profits thereof.
6. That submission of the Bid Proposal serves as the Bidder's representation that if awarded the Contract, it will not make any claims for, or have any right to, any concessions or damages because of lack of understanding of the Contract Documents and Specifications or lack of information concerning same.
7. **The Bidder shall be a business with not less than five (5) years' experience as a General Contractor C008., Athletic Fields C061., or Site Work C054.**
8. **TIME OF COMPLETION: COMPLETE WITHIN 90 CALENDAR DAYS, NOT TO EXCEED September 1, 2021**
START DATE: May 15, 2021

The Deduction of \$500.00 per day will be deducted from the Contract price for each day following **September 1, 2021** that the Contract is not complete.

The Municipality expressly reserves the unrestricted right to reject any/or all Bids, in whole or in part, accept and enter into contract with the lowest responsible Bidder for the project, or combined projects, or to waive any informalities in the Bids and accompanying Documents received, should it be deemed in the best interest of the Municipality.

NOTE: The Successful Contractor must submit all Payroll Certifications as per New Jersey Prevailing Wage Rate, N.J. S.A. 34: 11-56.25 et seq. and Regulations N.J.A.C. 12:60 et seq. and the Payment of Wages Law, N.J.S.A. 34:11-4.1 et seq. with Progress Payment Vouchers.

No Payment will be approved without the submission of Payroll Certifications.

"CONSENT OF SURETY" must be submitted by the Surety Company and not by an Agent or Broker for the Surety Company.

NOTE: The Contractor must agree to hold their Bid Price for up to 60 days after the Bid Date

Accompanying this proposal is a certified check, cashier check or bid bond, made payable to the Township of Chester for a minimum of ten percent (10%) of the total amount bid but not more than \$20,000.00 which is agreed by the undersigned to be forfeited as liquid damages, and not as a penalty, if the Contract is awarded to the undersigned, and the undersigned shall fail to execute the contract for the project within the stipulated time. Otherwise, the bid security shall be returned to the undersigned as specified in the Contract Documents.

Also accompanying this Proposal is:

The BIDDERS CHECKLIST and the Attached Documents in the order as Attached to this PROPOSAL

The undersigned is an individual or a member of a Partnership, or an officer of a Corporation (strike out all but appropriate) under the laws of the State of _____, having principal office at _____.

Firm Name _____ (print)

By: _____ (signature)

By: _____ (print)

Title: _____

Address: _____

Phone No. _____

Fax No. _____

Date: _____

UNIFORM BID SPECIFICATIONS

1. INSTRUCTIONS TO CONTRACTORS

1.1 The Bid

The Township of Chester, Morris County, New Jersey (“Township”) is soliciting bid proposals for the Re-Grading and Re-Conditioning of Black River Fields, Chester Township, Morris County, New Jersey.

1.2 Changes to the Bid Specifications

Notice of revisions or addenda to advertisements or bid documents relating to bids will, no later than five (5) days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids, be published in the Morris County Daily Record, in the Observer Tribune, or in the Star Ledger.

1.3 Bid Opening

All Bid Proposals will be publicly opened and read by the Township Clerk/Administrator or Deputy Clerk at 11:00 AM, April 15, 2021, in the meeting room of the Municipal Building, 1 Parker Road, Chester Township. Bids must be delivered by hand or by mail and received by the Township Clerk/Administrator or to the Township Deputy Clerk no later than 11:00 AM, April 15, 2021. All Bid Proposals will be dated and time marked upon receipt. Bidder is solely responsible for the timely delivery of the Bid Proposal and no bids shall be considered which are presented after the public call for receiving bids, whether receipt is by hand delivery or mail. Any Bid Proposal received after the date and time specified will be returned, unopened, to the Bidder.

1.4 Documents to be Submitted

The following documents shall be submitted by every Contractor at the time and date specified in the public notice to prospective Bidders:

- A. Bid Proposal
- B. Bidder Information Sheet
- C. Non-collusion Affidavit
- D. Consent of Surety
- E. New Jersey Business Registration Certificate
(for Bidder and all Prime Subcontractors, if applicable)
- F. New Jersey Public Works Contractor Registration Certificate
(for Bidder and all Subcontractors, if applicable)
- G. Ownership Disclosure Statement
- H. Disclosure of Investment Activities in Iran
- I. Acknowledgement of Receipt of Changes to Bid Documents
- J. List of Subcontractors
- K. Experience Questionnaire
- L. Bid Document Submission Checklist
- M. Bid Guarantee
- N. Performance Record
- O. Performance Record Certification
- P. Compliance with NJ Prevailing Wage Act
- Q. Affidavit Regarding List of Debarred, Suspended, or Disqualified Bidders
- R. Prior Negative Experience Questionnaire
- S. Contract Certification of Qualifications and Credentials Affidavit
(for Bidder and all Subcontractors, if applicable)
 - General Contractor
 - Electric
 - Irrigation

- T. Uncompleted Contracts Affidavit
(for Bidder and all Prime Subcontractors, if applicable)
- General Contractor
 - Electric
 - Irrigation
- U. Manufacturer's Brochure

All of the foregoing shall be submitted in accordance with the instructions hereinafter contained. The division of the Bid specifications into parts is merely for convenience and ready reference. All parts of the Bid Specifications constitute a single document.

1.5 Scope

It is the intention that the Drawings, Specifications, and other contract documents provided for the project are complete in all their parts. Any work shown on the Drawings and not particularly described in the Specifications or vice versa, or any work evidently necessary to complete the Contract, shall be included in the bid.

During the course of work should any ambiguities or discrepancies be found in or between the Drawings and Specifications, French & Parrello, Associates will interpret the intent of the Drawings and Specifications. It is expressly stipulated that neither the Drawings, nor the Specifications shall take precedence one over the other, and that French & Parrello, Associates will interpret or construe the Drawings and Specifications so as to secure the most substantial and complete performance of the work as is most consistent with the needs and requirements of the work.

2. DEFINITIONS

"Bid Proposal" means all documents, proposal forms, affidavits, certificates, statements required to be submitted by the Contractor at the time of the bid opening.

“Bid Guarantee” means the bid bond, cashier’s check or certified check submitted as part of the bid proposal, payable to the Township, ensuring that the successful Contractor will enter into a contract.

“Bid Specifications” means all documents requesting bid proposals for **Re-Grading and Re-Conditioning of Black River Fields**

“Certificate of Insurance” means a document showing that an insurance policy has been written and includes a statement of the coverage of the policy.

“Consent of Surety” means a contract guaranteeing that if the contract is awarded, the surety will provide a performance bond.

“Contract” means the written agreement executed by and between the successful Contractor(s) and the Township and shall include the bid proposal and the bid specifications.

“Contractor” means the successful Bidder whose bid was accepted by the Township.

“Contracting Unit” means a municipality or any board, commission, committee, authority or agency, which has administrative jurisdiction over any district other than a school district, project, or facility, included or operating in whole or in part, within the territorial boundaries of any county or municipality which exercise functions which are appropriate for the exercise by one or more units of local government, and which has statutory power to make purchases and enter into contracts or agreements for the performance of any work of the furnishing or hiring of any materials or supplies usually required, the costs or contract price of which is to be paid with or out of public funds.

“Governing Body” means the governing body of the municipality of the Township of Chester.

“Legal Newspaper” means the Observer Tribune, Morris County Daily Record, or the Star Ledger.

“Proposal Forms” means those forms that must be used by all Contractors to bid for the contract.

“Subcontractor” means persons, firms or corporations having a direct contract with the

Contractor, and including those who furnish materials worked to a specific design in accordance with the Plans and Specifications, but not including those who merely furnish materials not so worked.

“Surety” means a company that is duly certified to do business in the State of New Jersey and that is qualified to issue bonds in the amount and of the type and character required by these specifications.

“Contractor” means the lowest responsible Contractor to whom award of the contract shall be made.

3. TIME OF COMPLETION

All work under this contract shall be completed within **90 calendar days** of the start date of **May 15, 2021**. Not to exceed **September 1, 2021**. A Deduction of \$500.00 per day will be deducted from the Contract price for each day following **September 1, 2021** that the Contract is not complete.

4. SIGNING OF CONTRACT AND COMMENCEMENT OF WORK

Within ten (10) consecutive calendar days of notification of award of the bid the contract must be signed and the following documents provided: certificates of insurance as required, Public Works Contractor Certificate or proof of submission of application, appropriate affirmative action documentation, and performance bond. Work shall commence within **TEN (10)** consecutive calendar days after the award of the bid.

5. EXTENSION OF TIME

Should the Contractor be delayed by any act of the Owner, changes in the work ordered by the Municipality, strikes, fire, unavoidable accidents or any item that the Contractor could not reasonably anticipate, then the time of completion may be extended for a reasonable time as determined by the Construction Official or his designee. No additional charges shall be made by the

Contractor for delays during the progress of this project. All delays shall be compensated for by granting an extension of time, without prejudice.

6. STATUS AND AUTHORITY OF FRENCH AND PARRELLO ASSOCIATES

French & Parrello, Associates, 100 Newburgh Road Suite 100, Hackettstown, New Jersey, 07840 908-850-0977, shall have general supervision and direction of the work, the interpretation of the Specifications, the ordering of additions to or deductions from the work, and the determination of the procedure. French & Parrello, Associates shall give all orders and directions contemplated under this contract. French & Parrello, Associates shall in all cases determine the amount, quality, acceptability and fitness of the several kinds of work and materials which do not conform to the contract requirements. French & Parrello, Associates shall determine all other questions that may arise in relation to the execution of the work. French & Parrello, Associates shall have the authority to halt the work whenever such action may be necessary to secure the safe and proper execution of the contract. In every case, the French & Parrello, Associates' decision shall be final and binding and shall be a condition precedent to the right of the Contractor to receive any money there under, in case of a dispute.

The Contractor shall permit French & Parrello, Associates, their designee, inspectors, and properly authorized persons to enter upon and have free access to the work at all times, and all places of manufacture where materials for the work are being made and to measure and inspect the work and materials.

The Contractor shall not, however, because of any inspectors, be relieved of his obligation to supervise the work and fulfill the provisions of the Contract, for it is hereby distinctly understood and mutually agreed to by both parties to this Contract that an assistant or inspector on the work is not in any sense to be considered a deputy in charge.

7. PROVISIONAL ACCEPTANCE

All materials, equipment, appurtenances or work once accepted by French & Parrello, Associates, or its designee, may be rejected at any time should any defect in the same or variations from the requirements of the contract documents be discovered before the entire work has been fully accepted and fully paid for.

8. BID SUBMISSION REQUIREMENTS

8.1 Bid Proposal

A. Each document in the Bid Proposal package must be properly completed in accordance with N.J.S.A. 40A:11-1 et seq. No Bidder shall submit the requested information on any form other than those provided in these bid specifications.

B. Bid Proposals shall be hand delivered or mailed in a sealed envelope with the name and address of the Bidder and the name of the bid as set forth in the Public Advertisement for Bids written clearly on the outside of the sealed envelope. No Bid Proposal will be accepted past the date and time specified by the Township in the advertisement for bids in the Notice to Bidders.

C. Each Bidder shall sign, where applicable, all bid submissions as follows:

1. For a corporation, by a principal executive officer;
2. For a partnership or sole proprietorship, by a general partner or the proprietor respectively; or
3. A duly authorized representative if:
 - a. The authorization is made in writing by a person described in Sections 1 and 2 above; and
 - b. The authorization specified either an individual or a position having responsibility for the overall operation of the business.

D. Intentionally omitted.

E. Any Bid Proposal that does not comply with the requirements of the bid specifications and N.J.S.A. 40A:11-1 et seq. shall be rejected as non-responsive.

8.2 Bid Guarantees

Accompanying each bid shall be a certified check, cashier's check or bid bond, in an amount not less than (10%) of the amount of the bid but not more than \$20,000.00.

Such bid security shall be returned to all but the three lowest bidders within ten (10) working

days after the date of bid opening and the bid securities of the three lowest bidders will be returned within three (3) working days after the Contract has been executed. If no Contract has been executed within sixty (60) days after the date of the bid opening, the Municipality agrees to return the bid securities upon demand. No interest will be allowed upon any bid security. The form of bid security or bid bond, as the case may be, is included with this bid package.

8.3 Exceptions to the Bid Specifications

Any conditions, limitations, provisions, exceptions, amendments, or other changes attached or added by the Bidder to any of the provisions of these Bid Specifications or any changes made by the Bidder on the Proposal Forms shall result in the rejection of the Bid Proposal by the Township of Chester.

8.4 “Or Equal” Substitutions

Whenever the Work Specifications identify a brand name, trade name or a manufacturer’s name, this designation is used for classification or descriptive purposes only, and the Contractor may substitute an equal product, subject to the approval of French & Parrello, Associates.

8.5 Compliance

The Bidder shall be familiar with and comply with all applicable local, state and federal laws and regulations in the submission of the Bid Proposal and, if the Bidder is awarded the contract, in the performance of the contract.

8.6 Conflict of Interest and Non-Collusion

Each Bidder must execute and submit as part of the Bid Proposal a “Non-Collusion Affidavit” which at a minimum shall attest that:

A. The Bidder has not entered into any agreement or participated in any collusion with any other person, corporate entity or government entity, or competitive bidding either alone or with

any other person, corporate entity or government entity in connection with the above-named project.

B. All statements made in the bid proposal are true and correct and made with the full knowledge that the contracting unit relies upon the truth of those statements in awarding the contract; and

C. No person or business is employed to solicit or secure the contract in exchange for a commission, percentage brokerage agreement or contingency fee unless such person possesses a Certificate of Public Convenience and Necessity and a license issued pursuant to N.J.A.C. 7:26-16 *et seq.*

8.7 No Assignment of Bid

The Bidder may not assign, sell, transfer or otherwise dispose of the bid or any portion thereof or any right or interest therein. This section is not intended to limit the ability of the successful Bidder to assign or otherwise dispose of its duties and obligations under the contract provided that the Township of Chester agrees to the assignment or other disposition.

9. AWARD OF CONTRACT

9.1 Generally

A. The Township of Chester shall award the contract or reject all bids within the time specified in the Notice to Bidders, but in no case more than sixty (60) days after receipt of the bids, except that the bids of any Bidders who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed. All Bidders will be notified of the Township's decision, in writing.

B. The contract will be awarded to the Bidder whose bid price is the lowest responsible bid for the option selected by the Township.

C. The Township reserves the right to reject any bid not prepared and submitted in

accordance with the provisions hereof and to reject any or all bids in its discretion. In the event that the Township rejects all bids, the Township may, at its sole option, publish a notice of re-bid no later than ten (10) days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids.

9.2 Notice of Award and Execution of Contract

Within ten (10) calendar days of the award of the contract, the Township shall notify the successful Contractor in writing, at the address set forth in the Bid Proposal and such notice shall specify the place and time for delivery of the executed contract, the appropriate affirmative action documentation, required Certificates of Insurance, Certificate of Registration of Public Works Contractor or proof of submission of application, and performance bond. Failure to deliver the aforementioned documents as specified in the notice of award may be cause for the Township to declare the Contractor non-responsive and to award the contract to the next lowest Bidder.

9.3 Responsive Bidder

The Township shall determine whether a Bidder's Bid is "responsive" in accordance with N.J.S.A. 40A:11-1 et seq. and based on past performance. The Bid Proposal of any Bidder that is deemed not to be "responsive" shall be rejected.

9.4 Performance Bond

The successful Bidder shall furnish and deliver to the Municipality, along with the executed Contract, a bond in the amount of 100 percent (100%) of the accepted bid as security for the faithful performance of the Contract, and guaranteeing 100 percent (100%) of the work performed. The performance bond must be executed by a responsible surety company acceptable to the Municipality and authorized to transact business in the State of New Jersey.

9.5 Affirmative Action Requirements

If awarded a contract, the successful Bidder will be required to comply with the requirements

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

9.6 Errors in Price Calculation

Any discrepancy between a numerical price and a price written in words shall be resolved in favor of the price as written in words.

10. MISCELLANEOUS

10.1 Invoice and Payment Procedure

A. The Contractor shall submit all invoices for payment on the forms provided by the Township.

B. The Township shall pay all invoices within thirty (30) days of receipt of the invoices. The Township will not be obligated to pay a defective invoice until the defect is cured by the Contractor. The Township shall have thirty (30) days from the date of receipt of the corrected invoice to make payment.

10.2 Insurance Requirements

The Contractor shall maintain during the life of the contract and at least three years after the completion of the project, insurance policies of the type and with the minimum limits below and in a form satisfactory to the municipality. The Contractor shall provide a certified copy of the policies and/or certificates of insurance prior to commencement of work. All policies shall be endorsed to provide Chester Township with 30 days written notice in advance of any changes in coverage or non-renewal or 10 days cancellation due to non-payment of premium.

A. Policy and Limit Guidelines as follows:

(1) Workers Compensation and Employers Liability Insurance

The policy shall cover all of the Contractor's employees or 1099 employees employed at the work sites and, in case any work is sublet, Contractor shall require the subcontractor to provide Worker's Compensation Insurance for all of their employees unless such employees are covered by Contractor.

Workers Compensation benefits shall be Statutory as required by law.

Employer's Liability Limit shall be \$1,000,000 . Sole proprietorships, members of LLC's and partners who will be performing work may not opt out of coverage in states where allowed.

(2) Comprehensive General Liability(CGL)

Any one occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal Injury Liability	\$1,000,000
Medical Payments	\$ 10,000

CGL coverage shall be written on ISO occurrence form CG00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products completed operations, and personal and advertising injury.

Chester Township shall be included as an additional insured using additional insured endorsement CG2010(11 85) or CG 2010(10 93) and CG2037(10 01) or endorsement providing equivalent coverage to additional insured. Same applies to any subcontractors hired by contractor.

The insurance shall apply as primary and non-contributory before any other insurance, excess insurance or self-insurance, including any deductible or self-insured retention maintained by, or provided to the additional insured.

There shall be no exclusion for bodily injury to an employee of the contractor or subcontractors (action-over claims).

Limits are to be on a per project basis. Cross liability exclusion removed.

(3) Comprehensive Automobile Liability

Combined single limit	\$1,000,000 each occurrence
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Must include liability arising out of all owned, leased, hired, and non-owned automobiles.

Must include owner as an additional insured.

(4) Excess Umbrella Liability \$3,000,000 per occurrence/annual

aggregatge.

- (5) All insurance coverages reference in this agreement, purchased by the successful bidder shall use Insurers with a minimum of A.M. Besting Rating of A-VII and all Insurers shall be licensed or authorized to do business in the State of New Jersey.
- (6) Pollution Liability
- \$1,000,000 for first and third party coverage when applicable.

10.3 Certificates

Applicable insurance certificates must be furnished by the successful Bidder at the time the contract is signed. Certificates of insurance must be provided to the Township, reflecting all required coverage, including a thirty (30) days' notice of cancellation provision to advise the Township. The Township should be added as an additional insured. Compliance by successful bidder with the carrying of insurance and furnishing of ACORD 25 certificates of insurance or its equivalent, shall not in any way relieve the successful bidder from any liability or diminish their obligations to maintain the insurance coverages required herein, or with any agreement with the Township or by law.

10.4 Indemnification

The Contractor to the fullest extent permitted by law, hereby agrees to defend, indemnify and hold harmless the Township, its officers, director, and employees, boards, commissions and volunteers from and against any and all claims, judgments, demand for damages, losses, costs and expenses including all reasonable expenses incurred by the Township including by not limited to attorney's fees on any of the aforesaid claims that may result or arise directly or indirectly for or by reason of the performance of the contract or from any act or omission by the Contractor, its agents, servants, employees or subcontractors and that results in any loss of life or property or in any injury or damage to persons or property. This indemnification is not limited to the insurance limits

available.

10.5 Waiver of subrogation

The contractor and its subcontractors waive all rights against Chester Township, agents, officers, directors, and employees of each of them for recovery of damages to the extent such damages are covered by the CGL, commercial umbrella/excess liability, automobile liability, or workers compensation/employers liability insurance, where permitted by law, that is required above.

11. PAYMENT OF WAGES

The Contractor will be required to pay the prevailing wage rates for the locality in which the project is to be performed. The prevailing wage rate shall be determined by the Secretary of Labor in accordance with the Davis/Bacon Act, as amended, or the New Jersey Prevailing Wage Law of 1963, Chapter 150 (NJSA 34:11-56.25 et. seq.), as amended, whichever rates are higher.

The Contractor shall pay the minimum rates determined by the United States Secretary of Labor and the New Jersey Department of Labor. If the minimum wage rate prescribed for any craft by the United States Secretary of Labor is not the same as the minimum wage rate prescribed for that craft by the New Jersey Department of Labor, the higher rate shall be the rate paid.

The state wage rates in effect at the time of award are made a part of the Contract, pursuant to Chapter 150, Laws of 1983 (NJSA 34:11-56.25 et. seq.) and will be provided after award.

In the event it is found that any employee of the Contractor or any subcontractor covered by the Contract has been paid a rate of wages less than the minimum wage required to be paid by the Contract, the Municipality may terminate the Contractor's or subcontractor's right to proceed with the work, or such part of the work, as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The Contractor and his sureties shall be liable to the Municipality for any excess costs occasioned thereby.

12. RIGHT TO ACCEPT OR REJECT BIDS

The Township may consider informal any bid not prepared and submitted in accordance with the provisions hereof. The Township reserves the right to reject any or all bids, and to waive any informalities or irregularities in the bids received, if it is in the best interest of the Township to do so.

13. PRICES BID

Intentionally omitted.

14. AMERICAN GOODS AND PRODUCTS TO BE USED

In accordance with N.J.S.A. 40A:11-18, only manufactured products of the United States, wherever available, shall be used for the work to be performed under this contract.

15. SIGNATURE OF BIDDERS

The firm, corporate, or individual name of the Bidder must be signed in the space provided for the signatures on the proposal blanks. In the case of a corporation, the title of the officer signing must be stated, and such officer must be duly authorized to so sign. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of firm." In ease of an individual, use the term "doing business as," or "sole Owner."

16. OWNERSHIP DISCLOSURE STATEMENT REQUIREMENT

ALL BIDDERS MUST COMPLETE AND RETURN WITH THEIR PROPOSAL THE OWNERSHIP DISCLOSURE STATEMENT REQUIRED BY THE CONTRACT DOCUMENTS. FAILURE TO SUBMIT AN OWNERSHIP DISCLOSURE STATEMENT WHICH COMPLIES WITH THE REQUIREMENTS OF N.J.S.A. 52:25-24.2 WILL RESULT IN REJECTION OF THE BID.

17. CONSENT OF SURETY

In addition to the bid security, each bidder must file with his bid a letter from a surety company which states, in the event said bidder is awarded the Contract, that the surety company

will furnish a performance bond and payment bond, each in the amount for one hundred percent (100%) of the amount of the Contract. The form of Consent of Surety is included with this bid package.

18. NEW JERSEY PREVAILING WAGE ACT

The Contractor shall fully comply with the New Jersey Prevailing Wage Act, Chapter 150, P.L. 1963 effective January 1, 1964, as amended by Chapter 64 of P.L. 1974, to the extent that it applies to this contract. The Contractor shall, as ascertained from the Commissioner of Labor and Industry, pay the prevailing wage rate in the locality in which the contract is to be performed for each craft or trade needed to perform the contract.

All provisions of Chapter 150, P.L. 1963 as amended by Chapter 64, P.L. 1974 and the clauses required by Chapter 150, P.L. 1974 shall be deemed to be included herein. It will be the responsibility of the Contractor to comply with these wage rates as set forth by this law.

The Contractor is solely responsible for the payment of wages consistent with current and any future revisions of prevailing wage rates as established by the New Jersey Department of Labor and Workforce Development during the term of the contract.

19. NON-DISCRIMINATION

The Contractor shall fully comply with the New Jersey Non-Discrimination in Employment Statutes, N.J.S.A. 10:2-1 through 10:2-4 and the Rules and Regulations adopted pursuant thereto effective October 5, 1966 and any amendments, and the Americans with Disabilities Act of 1991. Requests for information or material may be addressed to: Division of Civil Rights, 1100 Raymond Boulevard, Newark, New Jersey 07102.

20. CONFLICTS OF LAWS PROVISION

By the submission of a bid in this matter, Bidder agrees (a) that the law of the State of New Jersey shall be the operative law in this bid and in any subsequent contract or related matters; and

(b) that the Bidder submits to the jurisdiction of the courts of the State of New Jersey as to any claims or disputes arising out of this bid or any subsequent contract based on this bid. This provision shall govern in spite of language to the contrary in any submitted bid, supporting documentation or contract language submitted with or subsequent to the bid.

21. BUSINESS REGISTRATION CERTIFICATE

Proof of registration shall be a copy of the Bidder's Business Registration Certificate (BRC). Information on obtaining a Business Registration Certificate is available at <http://www.state.nj.us/treasury/revenue/busregcert.shtml> or by phone at 609-292-1730. Bidders must possess a Business Registration Certificate at the time the bid proposal is submitted and shall provide a copy with the submission of the bid.

The Contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Contractor and the Township.

The Contractor shall submit an accurate list and proof of business registration of each subcontractor or supplier used in the fulfillment of the contract with the submission of the bid, or shall attest that no subcontractors were used.

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

Permission for Bidder to Withdraw a Bid Due to a Mistake in Certain Circumstances

N.J.S.A. 40A:11-23.3 authorizes a bidder to request withdrawal of a public works bid due to a mistake on the part of the bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an **unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation.**

A Bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, in writing, by certified or registered mail to:

Robin Collins, Clerk/Administrator
Township of Chester

Municipal Building
One Parker Road
Chester, New Jersey 07930

The Bidder must request withdrawal of a bid due to a mistake, as defined by the law, within five business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, the Clerk/Administrator may contact all Bidders, after bids are opened, to ascertain if any Bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

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

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

23. AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The CONTRACTOR hereby agrees that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 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 thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the TOWNSHIP 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 TOWNSHIP in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the TOWNSHIP, 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 TOWNSHIP grievance procedure, the CONTRACTOR agrees to abide by any decision of the TOWNSHIP which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the TOWNSHIP or if the TOWNSHIP 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 TOWNSHIP 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 TOWNSHIP or any of its agents, servants, and employees, the TOWNSHIP shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the TOWNSHIP or its representatives. It is expressly agreed and understood that any approval by the TOWNSHIP 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 TOWNSHIP pursuant to this paragraph.

It is further agreed and understood that the TOWNSHIP 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 TOWNSHIP from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

24. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT P.L. 1999, C. 238

Under the Public Works Contractor Registration Act (P.L. 1999, c. 238), no contractor or subcontractor will be permitted to bid on or engage in any contract for public work (public work defined in section 5 of P.L. 1963, c.150 (C.34:11-56.26)), unless that contractor or subcontractor is registered with the New Jersey Department of Labor.

All bidders must include a copy of their Certificate of Registration with the New Jersey Department of Labor with the bid or must provide proof that they have submitted a registration application to the Department (copy of application and proof of payment of fee).

Failure to provide either a certificate or proof of submission of an application to the Department shall be grounds for rejection of the bid.

A copy of the registration can be obtained through the State's web page at: www.state.nj.us/labor/lssc/forms/lssc-2.pdf.

Additional information on the PWCRA can be obtained from the:

Contractor Registration Unit Division of Wage and Hour Compliance
New Jersey Department of Labor
PO Box 389
Trenton, New Jersey 08625-0389
Telephone: 609-292-9464
Fax: 609-633-8591
E-mail: pwcr@dol.nj.gov
Web site: http://lwd.dol.state.nj.us/labor/wagehour/regperm/pw_cont_reg.html

The web site has links to the PWCRA Registration Form, Listing of Contractors, Prevailing

Wages and other useful information.

Contact the Division of Local Government Services at (609) 292-7842, by fax at (609) 633-6243 or by e-mail at lpcl@dca.state.nj.us for assistance in the application of the Local Public Contracts Law or related PWCRA issues. As specific situations are presented to the contracting unit, local legal advisors should review this guidance as to its applicability.

25. SUBCONTRACTORS

The Contractor shall submit a list of subcontractors to be used with their bid., with the name and address of the subcontractor(s); and the nature and extent of the work to be performed. A list of five completed similar projects by the subcontractor and the name, address and phone number of the Engineer in-charge shall also be furnished. The Contractor shall not award any subcontract until French & Parrello, Associates has approved the proposed subcontractor and evidence has been presented to the Municipality that the employees of the subcontractor are protected by compensation insurance.

The Contractor agrees that he is fully responsible to the Municipality for acts or omissions of his subcontractor and of persons either directly or indirectly employed by them.

Nothing contained in the Contract Documents, shall create any contractual relation between any subcontractor and the Municipality.

26. MAINTENANCE BOND

Before final payment is made, the Contractor shall furnish a Maintenance Bond to the Municipality in a sum equal to ten percent (10%) of the final estimate and the Bond shall remain in full force and effect for a period of one year from the date of the completion of the work. The Maintenance Bond shall include the following: "In case of default under this obligation, it is understood that the Owner has the option of taking the cash or of having the Surety do the work."

27. FAILURE TO ENTER INTO CONTRACT

Should the successful bidder fail to execute and deliver the Contract, Payment and Performance Bonds within ten (10) working days after the receipt of written notification by the Municipal Clerk that the Contract is ready for execution by the bidder, the bidder shall forfeit to the Municipality as liquidated damages the security deposited with the submitted bid.

BID GUARANTEE

Submit Bid Guarantee with this Bid Package

BIDDER INFORMATION SHEET

Name of Bidder: _____

Address: _____

Telephone No.: _____

Federal ID No.: _____

Signature: _____

Title: _____

Date: _____

PERFORMANCE RECORD

How many years has your organization been in business as a Contractor under your present business name? _____

How many years of experience in construction work has your organization had: (a) As a general contractor? _____ (b) As a subcontractor? _____

What is the construction experience of the principal individuals of your organization?

Individual's Name	Present Position Or Office	Yrs. Of Construction Experience	Magnitude & Type of Work	In What Capacity

Has any officer or partner of your organization ever failed to complete a construction contract handled in its own name?

If so, state name of individual, name of owner, location and type of project, and reason for the failure to complete.

PERFORMANCE RECORD (Continued) List of all contracts completed by you.

Name of Owner	Name & Location of Project; Type of Work	Prime or Sub-Cont.	Engineer or Architect in Charge for Owner	Contract Price (Omit Cost)	Date Completed	Was Time* Extension Necessary	Were any Penalties Imposed	Were Liens* Claims or Stop Notice Filed

Explain "Yes" answers under following item.

PERFORMANCE RECORD CERTIFICATION

Explanation of details in connection with non-completion of contracts, time extensions, penalties imposed, labor troubles, experience, liens, claims and notices filed against contracts lists in preceding item "Performance Record".

The information above is true and complete to the best of my knowledge and belief.

(Name of Organization)

(Signature)

(Title)

Subscribed and sworn before to me
This _____ day of _____, 20____.

(Seal) Notary Public of New Jersey
Specify Other State
My Commission Expires _____, 20____.

COMPLIANCE WITH NEW JERSEY PREVAILING WAGE ACT

Bidder's Past Record under the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25, inclusive) and all acts amendatory thereof and supplemental hereto.

Special Instructions: Answer each question with a "yes" or "no" entered in the space provided and furnish additional information when required.

1. Has the Bidder been notified by the Commission of Labor and Industry by notice issued pursuant to N.J.S.A. 34:11-56.37 that it has been blacklisted for failure to pay prevailing wages as required by the New Jersey Prevailing Wages Act? _____
2. Has any person having an "Interest" in the Bidder within the meaning of N.J.S.A. 34:11-56.38 been blacklisted as aforesaid? _____
3. Has any person having any "Interest" in the Bidder within the meaning of N.J.S.A. 34:11-56.38 had any "Interest" as aforesaid in any firm, corporation, or partnership which has been blacklisted as aforesaid? _____
4. If the answer to any of the aforesaid questions is "Yes", annex a full statement showing the date of the action taken by the Commissioner of Labor and Industry, the subsequent action, if any taken with respect to such action of the Commissioner, the name of the person, firm, corporation or partnership blacklisted by the Commissioner, and the nature, character and extent of the interest existing between the Bidder and the name of which was blacklisted as aforesaid.
5. Have you made application for the certification pursuant to the "Public Works Contractor Registration Act" (P.L. 1999, C. 238)? Attach copy of current certificate or, if pending, a copy of the completed application and proof of payment with the application fee.

BIDDER (Signature)

BIDDER (Print Name)

**AFFIDAVIT REGARDING LIST OF DEBARRED, SUSPENDED OR
DISQUALIFIED BIDDERS**

STATE OF NEW JERSEY / _____
(Specify, if Other)

COUNTY OF _____

I, _____, of the (City, Town, Borough, Township) of
_____ State of _____, of full age, being
duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____,
the Bidder making the Proposal for the above-name Project, and that I executed the said Proposal
with full authority to do so; that said bidder is not at the time of the making this bid included on the
New Jersey State Treasurer's or the Federal Government's List of Debarred, Suspended or
Disqualified Bidders as a result of actin taken by any State or Federal Agency.

Name of Contractor

By: _____
(Signature of Authorized Representative)

Subscribed and sworn before to me
This _____ day of _____, 20____.

(Seal) Notary Public of New Jersey
Specify Other State
My Commission Expires _____, 20____.

PRIOR NEGATIVE EXPERIENCE QUESTIONNAIRE

1. Within the past ten (10) years have you been found, through either court adjudication, arbitration, mediation, or other contractually stipulated alternative dispute resolution mechanism, to have: failed to provide or perform goods or services; or failed to complete the contract in a timely manner; or otherwise performed unsatisfactorily under a prior contract with a municipality?

_____ yes _____ no

If yes, please explain:

2. Within the past ten (10) years, have you defaulted on a contract, thereby requiring a municipality to utilize the services of another contractor to provide the goods or perform the services or to correct or complete the contract?

_____ yes _____ no

If yes, please explain:

3. Within the past ten (10) years, have you defaulted on a contract, thereby requiring a municipality to look to your surety for completion of the contract or tender of the costs of the completion?

_____ yes _____ no

If yes, please explain:

4. Within the past ten (10) years, have you been debarred or suspended from contracting with any of the agencies or departments of the executive branch of the State of New Jersey at the time of the contract award, whether the action was based on experience with a municipality or any other entity?

_____ yes _____ no

If yes, please explain:

I hereby certify that the above statements are true and accurate as of this _____ day of _____, 20__.

Name of Contractor

By: _____
(Signature of Authorized Representative)

Subscribed and sworn before to me
This _____ day of _____, 20__.

(Seal) Notary Public of New Jersey
Specify Other State
My Commission Expires _____, 20__.

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY }
COUNTY OF MORRIS } SS:} Re-Grading & Re-Conditioning of Black River Fields
Chester Township, Morris County, New Jersey

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

I am employed by the firm of _____, the bidder that submitted the Bid Proposal for the above-named project, in the capacity of _____, and I have executed the Bid Proposal with full authority to do so. Further, the bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named project. All statements contained in said Bid Proposal and in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the Township of Chester will rely upon the truth of the statements contained in this affidavit and in said Bid Proposal in awarding the contract for the said project.

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

Name of Firm or Individual

Title

Signature

Date

Subscribed and sworn to before me
this day of _____, 20____.

Notary Public of

My Commission expires _____

CONTRACTOR CERTIFICATION OF QUALIFICATIONS AND CREDENTIALS
GENERAL CONTRACTOR

STATE OF NEW JERSEY/ _____

Specify, if Other

COUNTY OF _____

I, _____, of the (City, Town, Township, Borough) of _____

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

I am _____ of the firm of _____, the General Contractor making the Proposal for the above-named Project and that I executed the said Proposal with full authority to do so. The firm of _____ possesses the following qualifications and credentials:

- (1) A current, valid Certificate of Registration from the Department of Labor issued pursuant to "The Public Works Contractor Registration Act," P.L 1999, c. 238 (C.34: 11-56.48 et seq.), a copy of which is attached hereto.
- (2) A current, valid "Certificate of Authority to perform work in New Jersey"/Notice of Classification issued by the Department of the Treasury, a copy of which is attached hereto.
- (3) A current, valid Contractor or Trade License required under applicable New Jersey law for any trade or specialty area in which the firm seeks to perform work, a copy of which is attached hereto.
- (4) An executed Affidavit, attached hereto, demonstrating that the amount of the firm's Bid Proposal and the value of all of its outstanding incomplete contracts does not exceed the firm's existing aggregate rating limit, as well as a certified copy of Department of the Treasury Form DPMC 701.

Name of Contractor

By: _____
(Signature of Authorized Representative)

Subscribed and sworn to before me
This _____ day of _____, 20__.

(Seal) Notary Public of New Jersey/Specify Other State
My Commission Expires _____, 20__.

CONTRACTOR CERTIFICATION OF QUALIFICATIONS AND CREDENTIALS
ELECTRICAL CONTRACTOR/SUBCONTRACTOR, WHERE APPLICABLE

STATE OF NEW JERSEY/ _____

Specify, if Other

COUNTY OF _____

I, _____, of the (City, Town, Township, Borough) of _____

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

I am _____ of the firm of _____, the Prime Electrical Contractor in the case of a Five Prime Contract for Construction making the Proposal for the above-named Project, or the Electrical Subcontractor to the General Construction Contractor required to be name in the case of a Single Overall Contract for Construction, and that I executed the said Proposal with full authority to do so. The firm of _____

_____ possesses the following qualifications and credentials:

- (1) A current, valid Certificate of Registration from the Department of Labor issued pursuant to "The Public Works Contractor Registration Act," P.L 1999, c. 238 (C.34: 11-56.48 et seq.), a copy of which is attached hereto.
- (2) A current, valid "Certificate of Authority to perform work in New Jersey"/Notice of Classification issued by the Department of the Treasury, a copy of which is attached hereto.
- (3) A current, valid Contractor or Trade License required under applicable New Jersey law for any trade or specialty area in which the firm seeks to perform work, a copy of which is attached hereto.
- (4) An executed Affidavit, attached hereto, demonstrating that the amount of the firm's Bid Proposal and the value of all of its outstanding incomplete contracts does not exceed the firm's existing aggregate rating limit, as well as a certified copy of Department of the Treasury Form DPMC 701.

Name of Contractor

By: _____

(Signature of Authorized Representative)

Subscribed and sworn to before me

This _____ day of _____, 20__.

(Seal) Notary Public of New Jersey/Specify Other State

My Commission Expires _____, 20__.

CONTRACTOR CERTIFICATION OF QUALIFICATIONS AND CREDENTIALS
IRRIGATION CONTRACTOR/SUBCONTRACTOR, WHERE APPLICABLE

STATE OF NEW JERSEY/ _____

Specify, if Other

COUNTY OF _____

I, _____, of the (City, Town, Township, Borough) of _____

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

I am _____ of the firm of _____, the Prime Irrigation Contractor in the case of a Five Prime Contract for Construction making the Proposal for the above-named Project, or the Irrigation Subcontractor to the General Construction Contractor required to be name in the case of a Single Overall Contract for Construction, and that I executed the said Proposal with full authority to do so. The firm of _____

_____ possesses the following qualifications and credentials:

- (1) A current, valid Certificate of Registration from the Department of Labor issued pursuant to "The Public Works Contractor Registration Act," P.L 1999, c. 238 (C.34: 11-56.48 et seq.), a copy of which is attached hereto.
- (2) A current, valid "Certificate of Authority to perform work in New Jersey"/Notice of Classification issued by the Department of the Treasury, a copy of which is attached hereto.
- (3) A current, valid Contractor or Trade License required under applicable New Jersey law for any trade or specialty area in which the firm seeks to perform work, a copy of which is attached hereto.
- (4) An executed Affidavit, attached hereto, demonstrating that the amount of the firm's Bid Proposal and the value of all of its outstanding incomplete contracts does not exceed the firm's existing aggregate rating limit, as well as a certified copy of Department of the Treasury Form DPMC 701.

Name of Contractor

By: _____

(Signature of Authorized Representative)

Subscribed and sworn to before me

This _____ day of _____, 20__.

(Seal) Notary Public of New Jersey/Specify Other State

My Commission Expires _____, 20__.

UNCOMPLETED CONTRACTS AFFIDAVIT

PURSUANT TO N.J.A.C. 17:19-2.13, BIDDER DECLARES THE FOLLOWING WITH RESPECT TO ITS UNCOMPLETED CONTRACTS, ON ALL WORK FROM WHATEVER SOURCE (PUBLIC AND PRIVATE), BOTH IN NEW JERSEY AND FROM OTHER GOVERNMENTAL JURISDICTIONS.

Entity	Project Title	Original Contract Amount	Uncompleted Amount As Of Bid Opening Date	Name and Telephone Number of Party to be Contacted from Entity for Verification

TOTAL AMOUNT OF UNCOMPLETED CONTRACTS: \$ _____

Sworn and Subscribed to Before me
 This _____ day of _____, 20____

 Notary Public

BIDDER:

 (Signature)

 (Print Name)

CONSENT OF SURETY

Submit with Bid Proposal Package a Consent of Surety

NEW JERSEY BUSINESS REGISTRATION
CERTIFICATE FOR CONTRACTOR

[submit with bid]

Vendor: Provide Copy of Certificate

STATEMENT OF OWNERSHIP
(OWNERSHIP DISCLOSURE CERTIFICATION)

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

This Statement Shall Be Included with All Bid and Proposal Submissions

Name of Business: _____

Address of Business: _____

Name of person completing this form: _____

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

Part I

Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- Partnership Limited Partnership Limited Liability Partnership
- Limited Liability Company
- For-profit Corporation (including Subchapters C and S or Professional Corporation)
- Other (be specific): _____

Part II

I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

OR

I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

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

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

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:

“To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.”

- Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

- Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

AND

- Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

Subscribed and sworn before me this ____ day of

_____, 2_____

(Notary Public)

(Affiant)

My Commission expires: _____

(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bidder Name: _____

PART 1. CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING THE APPROPRIATE BOX.

Pursuant to Public Law 2012, c.25 (N.J.S.A. 52-32:55 et. seq.), any person or entity (bidder) that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. **Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of the 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 party.

PLEASE CHECK ONE OF THE BELOW BOXES:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the New Jersey Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.

OR

I am unable to certify as indicated above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran (Chapter 25 list). I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide the information required in Part 2 will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2. INVESTMENT ACTIVITIES IN IRAN

(Complete only if you checked the second box in Part 1)

Please provide further information related to investment activities in Iran. You must provide a detailed, accurate and precise description of the activities of the bidder, the bidder's parents, subsidiaries and/or affiliates that are engaged in investment activities as described in N.J.S.A 52:32-56(f).

1. Name and Address: _____
2. Relationship to Bidder: _____

- 3. Duration of Engagement: _____
- 4. Cessation of Activity: _____
- 5. Bidder Contact Name: _____
- 6. Bidder Contact Phone Number _____

ADDITIONAL ACTIVITIES/CONTINUATION SHEETS (*Check this box if you are including additional activities*): If there are additional activities that require disclosure, please provide the description as attachments to this form, following the same format under part 2 above. Please number each attachment and affix to this form.

Number of Attachments: ____

PART 3. 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 below-referenced person or entity. I acknowledge that _____ Township of Chester 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 the contract to the Township of Chester in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of Chester and that the Township of Chester, at its option, may declare any existing contract(s) resulting from this certification void and unenforceable.

- 1. Full Name (Print): _____
- 2. Date: _____
- 3. Signature: _____
- 4. Title: _____
- 5. Bidder/Contractor: _____
- 6. Bidder Phone Number and/or Contact Information: _____

(REVISED 4/10)

EXHIBIT A
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
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, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The 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, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with 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, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality 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 targeted 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

Bid #02-2021 Re-Grading & Re-Conditioning of Black River Fields

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 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID
DOCUMENTS FORM

Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned Bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, Bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice of Bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Local Unit Reference Number or Title of Addendum/Revision	How Received (Mail, fax, pick-up, etc.)	Date Received

Acknowledgment by Bidder:

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Printed Name and Title: _____

Date: _____

LIST OF SUBCONTRACTORS

ALL SUBCONTRACTORS TO BE EMPLOYED IN THE COMPLETION OF THIS PROJECT MUST BE LISTED BELOW. If no subcontractors are to be used and all work will be done by your own employees, complete section B. below

CHECK BOX AND COMPLETE SECTION AS APPROPRIATE.

<input type="checkbox"/> A. SUB CONTRACTORS TO BE EMPLOYED	
Sub Contractor Name, Address & Telephone Number	Trade(s) Being Employed

<input type="checkbox"/> B. NO SUBCONTRACTORS WILL BE EMPLOYED, ALL WORK WILL BE DONE BY EMPLOYEES OF THE BIDDER.
--

Signature of person, firm or corporation:

Company Name

By: _____
Name, Title and Signature

Company Address

Telephone Number

Date

BID DOCUMENT SUBMISSION CHECKLIST

<u>Document</u>	<u>Bidder's Initials</u>
A. Bid Proposal	_____
B. Bidder Information Sheet	_____
C. Non Collusion-Affidavit	_____
D. Consent of Surety	_____
E. New Jersey Business Registration Certificate (for Bidder and all Subcontractors, if applicable)	_____
F. New Jersey Public Works Contractor Registration Certificate (for Bidder and all Subcontractors, if applicable)	_____
G. Ownership Disclosure Statement	_____
H. Disclosure of Investment Activities in Iran	_____
I. Acknowledgement of Receipt of Changes to Bid Documents	_____
J. List of Subcontractors	_____
K. Experience Questionnaire	_____
L. Bid Document Submission Checklist	_____
M. Bid Guarantee	_____
N. Performance Record	_____
O. Performance Record Certification	_____
P. Compliance with NJ Prevailing Wage Act	_____

Q. Affidavit Regarding List of Debarred, Suspended or Disqualified Bidders _____

R. Prior Negative Experience Questionnaire _____

S. Contract Certification of Qualifications and Credentials Affidavit
(for Bidder and all Subcontractors, if applicable)

- General Contractor _____
- Electric _____
- Irrigation _____

T. Uncompleted Contracts Affidavit
(for Bidder and all Subcontractors, if applicable)

- General Contractor _____
- Electric _____
- Irrigation _____

RE-GRADING AND RE-CONDITIONING OF BLACK RIVER FIELDS

GENERAL INFORMATION:

- All permits to be applied for by Contractor. Permit costs will be waived by the Township.
- Materials to be priced and included in the bid.
- Project work will be subject to inspection by French & Parrello, Associates at intervals discussed in the preconstruction meeting.
- All demolition and generated debris to be removed from site during and upon completion of the project.
- All walkways and parking areas will be kept clean and clear of debris on a daily basis.
- Dumpsters may only be located in areas specified by the Township.
- Contractor will provide a port-a-john for use of their employees.
- Hours of operation, 7:00 a.m. to 6:00 p.m., Monday through Friday, excluding holidays, 8:00 am to 5:00 pm Saturdays, no work on Sundays. All construction shall be scheduled to minimize disruption to the public. The Contractor shall protect the public from construction areas and work zones at all times.
- The specific details of this project shall be discussed during a pre-construction meeting prior to the start of construction.
- All work to meet 2015 NJ Edition IBC standards