

INSTRUCTIONS TO BIDDERS  
and  
STATUTORY REQUIREMENTS

*for the*  
Museum Accessible Lavatory Addition

*for*  
Lebanon Township

*Location:*  
Lebanon Township Museum  
57 Musconetcong River Road  
Hampton, New Jersey

Hunterdon County  
New Jersey

*Issued:*  
August 3, 2017

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## Table of Contents

### **Instructions to Bidders**

I. Definitions	Page 4
II. General	Page 4
III. Submission of Bids	Page 4
IV. Historic Building	Page 5
V. Bid Security and Bonding Requirements	Page 5
VI. Interpretations, Addenda, and Bidder's Obligations	Page 7
VII. Rescission of Award	Page 9
VIII. Failure of Bidder to Enter Contract	Page 9
IX. Brand names, Standards of Quality and Performance	Page 10
X. Insurance and Indemnification	Page 10
XI. Time Limit and Liquidated Damages	Page 13
XII. Site Conditions and Field Measurements	Page 14
XIII. Pricing Information and Preparation of Bids	Page 14
XIV. Statutory and Other Requirements	Page 15
XV. Method of Contract Award	Page 19
XVI. Causes for Rejecting Bids	Page 19
XVII. Termination of Contract	Page 20
XVIII. Payment	Page 20
XIX. Change Orders	Page 21
<b>Notice to Bidders</b>	Page 22
<b>Bid Proposal Form</b>	Page 24
<b>Acknowledgement of Receipt of Addenda</b>	Page 26
<b>Signature of Bid by Bidder</b>	Page 27
<b>Affirmative Action Compliance Notice</b>	Page 29
<b>Listing of Subcontractors</b>	Page 30
<b>Ownership Disclosure Certification</b>	Page 32
<b>Non-Collusion Affidavit</b>	Page 34
<b>Certification of Bidder's Status on the State Treasurer's List of DeBarred, Suspended and Disqualified Bidders</b>	Page 35
<b>Requirement for Consent of Surety</b>	Page 36
<b>Bid Bond</b>	Page 38

<b>Bid Document Checklist</b>	Page 39
<b>Performance Bond</b>	Page 40
<b>Labor &amp; Material Bond</b>	Page 43
<b>Maintenance Bond</b>	Page 45
<b>Notice of Award</b>	Page 46
<b>Acceptance of Notice</b>	Page 47
<b>Notice to Proceed</b>	Page 48
<b>Acceptance of Notice to Proceed</b>	Page 49
<b>Exhibit A – Americans with Disabilities Act of 1990</b>	Page 50
<b>Exhibit B – Mandatory Equal Employment Opportunity Language (Construction Contracts)</b>	Page 51
<b>Exhibit C - Disclosure of Contributions to New Jersey Election Law Enforcement Commission (ELEC)</b>	Page 55
<b>Exhibit D – Specifications</b>	Page 56

## **Instructions to Bidders and Statutory Requirements**

### **I. DEFINITIONS**

The words “bid,” “bid proposal,” and “proposal” are used interchangeably.

“Owner” shall refer to Lebanon Township and its employees, representatives, and officers.

### **II. GENERAL**

#### **A. LOCATION OF WORK**

The site of the work to be performed under the Contract is located at the Lebanon Township Museum, 57 Musconetcong River Road, Hampton, NJ 08827 (“Project Site”).

#### **B. CONTRACT DRAWINGS AND SPECIFICATIONS**

The Contract Documents shall include the Specifications, Plans and Drawings entitled “Lebanon Township Museum Accessible Lavatory Addition.” Copies of the Contract Documents shall be furnished to interested parties as set forth in the Notice to Bidders.

#### **C. PHASING**

The work on this project will be performed in one phase under a single overall Contract.

### **III. SUBMISSION OF BIDS**

A. Sealed bids shall be received by the contracting unit, hereinafter referred to as “owner,” in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of the Contract Documents.

B. Sealed bids will be received by the designated representative at 11am, on the date noted in the Notice To Bidders below, at the Lebanon Township municipal building, 530 West Hill Road, Glen Gardner, New Jersey 08826, as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.

C. The bid 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 # of the contract being bid.

D. It is the bidder's responsibility that bids are presented to the Owner at the time 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 express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.

E. Sealed bids forwarded to the Owner before the time of opening of 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 shall remain firm for a period of sixty (60) calendar days and cannot be withdrawn during such period. Owner may agree to hold bids for consideration for a longer period of time, in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

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

G. The Bid Proposal shall contain the base bid price, which includes the price to furnish and install shaker style cabinets and butcher block countertop and does not include the price to supply a performance bond, maintenance bond, and labor and material bond. In addition, the Bid Proposal shall also contain the prices for Alternate #1, which deducts the cost for supplying cabinets and countertop, but includes the price for installation; Alternate #2, which adds the cost of supplying a performance bond and labor and material bond only; and Alternate #3, which deducts the cost for supplying cabinets and countertop, but includes the price for installation and adds the cost of supplying a performance bond and labor and material bond (i.e. a sum of Alternates #1 and #2).

H. Each bid proposal form must give the full business address, business phone, fax, e-mail 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 of corporations shall have the corporate seal affixed.
- Bids by sole-proprietorship shall be signed by the proprietor.
- Bids by a limited liability companies must be signed by the managing member.
- When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- Any trade name of bidder must be set forth in full.
- Bids signed by an agent must be accompanied by a Power of Attorney duly acknowledged before a notary public, evidencing the authority of the agent to act for the principal or principals. All corporations and partnerships must complete the statement form which appears on the bid pages pursuant to the requirements of N.J.S.A. 52:25-24.2.

I. References. Each bidder must provide references. In particular, each bidder shall provide references specific to stone-cutting.

J. Warranties. Bidders and subcontractors shall provide information on the warranties in compliance with the Drawings and Specifications. Warranties must be for a minimum period of one year, starting from the date of acceptance by the Owner.

#### **IV. HISTORIC BUILDING**

The Owner wishes to highlight to Bidders that the Project Site, the Lebanon Township Museum, is a historic building. The Owner stresses that the excavation next to the existing building must be done with extreme care. The Owner additionally stresses that the existing stone wall is to be cut with proper tools and equipment and such work is to be done by a company experienced in this type of work. Extreme care shall be taken to not damage the adjacent, remaining stone walls.

Additionally, the Owner wishes to bring to the attention of potential bidders that the only ingress and egress from the proposed bathroom is through the museum, which will continue to be open to the public during construction. Therefore, care must be taken to abate any dust during construction, including the use of a plastic tent with airlock.

Lastly, due to the historic nature of the building, care should be taken to protect the floors, door jams, and other aspects of the building interior.

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

### **A. CERTIFICATE OF SURETY**

Each bidder (*only if supplying a response to alternate #2 and/or #3*) must accompany his bid with an appropriate certificate from a surety company duly authorized to issue bonds in New Jersey and satisfactory to the Owner, stating that such surety company will provide the bidder with the bonds in such sums as are required by the Contract Documents for the faithful performance of the Contract including the payment of the labor and material furnished in the prosecution thereof and the faithful performance of the contract provisions relating to Contract warranties and the repair and maintenance of the Contract Work and keeping the same in good and serviceable condition. All surety bonds in connection with the advertisement and award of this Contract must be written by a surety company whose qualification and authority to issue bonds in New Jersey has been certified by the New Jersey Commissioner of Insurance pursuant to the provisions of N.J.S.A. 17:17-1 et seq. The Certificate of Surety must have attached to it a valid power of attorney, issued by the surety, stating that the person who signed the Certificate on behalf of the surety is authorized to commit the surety to the issuance of bonds in an amount at least equal to the total bid.

With respect to all payment and performance bonds, the surety must be authorized to do business in New Jersey and must be listed in the United States Treasury Circular 570, all as may be required by and subject to any exceptions and exemptions of N.J.S.A. 2A:44-143.

N.J.S.A. 2A:44-143 requires that a Surety Disclosure Statement and Certification be attached to the payment and performance bonds. The requisite form of such Certification is set forth in the Bid pages herein. The Owner may not accept a payment bond or a performance bond unless the required Surety Disclosure Statement and Certification, complete in all respects and duly acknowledged according to Law, is attached thereto.

Failure to submit this with a bid shall be cause for rejecting such bid pursuant to N.J.S.A. 40A:11-23.2.

### **B. BID SECURITY**

Each bid must be accompanied by a certified check, cashier's check or bid bond prepared on the form in the Contract Documents, or on an equivalent form which has been approved by Owner's attorney; duly executed by the Bidder as principal and having as surety thereon a surety company duly authorized to issue bonds in New Jersey, in the amount of 10% of the total amount bid, but not in excess of \$20,000.

Such checks or bid bonds except those of the three apparent lowest responsible bidders, shall, unless otherwise requested by the bidder, be returned within ten (10) days after the opening of the bids, Sundays and holidays excepted, and the bids of such bidders shall be considered as withdrawn. Within three days, Sundays and holidays excepted, after the awarding and signing of the Contract and the approval of the Contractor's performance bond, insurance and other submissions required in the Information for Bidders, the bid security of the remaining unsuccessful bidders shall be returned to them. The check or bid bond of the bidder to whom the Contract is awarded shall be retained until the required performance bond, insurance and other submissions required in the Information for Bidders is submitted and approved and the Contract is signed. If, for any reason, the Owner does not make an award within sixty (60) days after the opening of bids, the Owner

may request that each of the three apparent lowest responsible bidders agree to hold their bids open for consideration for a longer period.

Bid security shall remain in effect for a minimum of sixty (60) calendar days from the date of opening of bids, except as set forth above. In the event that a bidder shall agree to an extension of the sixty (60) day period for making award, such bidder shall be required to ensure that their bid security shall remain in effect to cover the period of extension.

An attorney-in-fact who signs any bid bonds or other bonds required by the Contract Documents shall file with each bond a certified copy of a Power of Attorney duly acknowledged before a notary public authorizing the attorney-in-fact to execute said bonds in behalf of the surety.

### C. PERFORMANCE BOND AND MAINTENANCE BOND

#### ***THIS SECTION ONLY APPLIES IF THE BIDDER IS SUPPLYING A RESPONSE TO ALTERNATE #2 AND/OR #3.***

The execution of the Contract is contingent, among other things, upon the Contractor's furnishing of the Performance Bond as set forth herein. The Performance Bond shall be in the amount of one hundred percent (100%) of the accepted bid as security for the faithful performance of the Contract and for the payment of all persons performing labor or furnishing materials in connection with the Contract.

The Performance Bond provided shall remain in effect until completion and final acceptance of the whole work by Lebanon Township; and the furnishing of the Maintenance Bond to cover the Contractor's obligations as required by law. 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.

The Maintenance Bond shall be in a sum equal to 100% of the Contract Price, as security for the faithful performance of the Contract during the Maintenance Period, required by law. The Maintenance Bond shall be furnished to the Owner prior to completion and acceptance by the Owner and shall remain in effect for a period of two (2) years from such completion and acceptance.

The Performance Bond and Maintenance Bond shall be in the forms included in the Bid Documents, or in equivalent forms which have received the prior approval of the Owner's Attorney.

An attorney-in-fact who signs any bonds must file with each bond a certified copy of his power of attorney authorizing him to execute said bonds on behalf of the surety.

Failure to submit this with the executed contract shall be cause for declaring the contract null and void.

### **VI. INTERPRETATION, ADDENDA AND BIDDER'S OBLIGATIONS**

A. Bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the Owner. The bidder accepts the obligation to become familiar with these specifications. Failure to do so will not relieve a successful bidder of the obligation to furnish all labor, materials, equipment, facilities and services required under the Contract.

Bidders are expected to read and become familiar with the Contract Documents, including all addenda; to visit the site of the work; to make their own estimates of the plant, labor, material, equipment, facilities and services needed to perform the work; to make any required tests and inspections and to evaluate the difficulties attending the execution of the proposed Contract, including local conditions, site conditions, location and availability of utilities, labor, transportation facilities, uncertainties of weather, subsurface conditions and other contingencies. In no case will the Owner or the Architect assume any responsibility whatsoever for any interpretation, deduction or conclusion to be drawn from the Contractor's examination of the site. Failure to become aware of all conditions affecting the work will not relieve the successful bidder from assuming all responsibility for estimating the difficulties and cost of successfully performing the complete work. The failure or omission of any bidder to receive or examine any form, instrument or

document; or to make any required tests or inspections shall in no case relieve any bidder from any obligation under the Contract Documents.

Neither the Owner nor the Architect make any express or implied representations or warranties as to the accuracy of the information shown on drawings of previous construction or any interpretation of same. The Contractor shall ascertain by his own field inspections the accuracy of the information shown on any existing drawings or reports.

At the time of the opening of bids, each bidder will be conclusively presumed to have read and to be thoroughly familiar with the Contract Documents, including all addenda and interpretations issued. Failure of the bidder to acknowledge the bidder's receipt of any notice or revisions or addenda to the advertisement or bid documents, in the document set forth in the Bid pages of the Contract Documents, entitled "Acknowledgement of Receipt of Changes to Bid Document Form" shall be deemed a fatal defect that shall render the bid proposal unresponsive and that cannot be cured by the Owner.

B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. The failure or omission of any bidder to receive or examine the Contract Documents and any addenda thereto or interpretations thereof shall in no way relieve the bidder from any obligation in respect of his bid. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. 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 requirements of the specifications and the bidder's submitted bid.

C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the Owner's representative stipulated in the specification. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the bid for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. 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. Failure of any bidder to receive any such addenda shall not relieve the bidder from any obligation thereunder.

When issuing addenda, 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. If any addenda materially changes the solicitation, Owner may postpone the date for the opening of bids.

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 that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the owner of the extended totals shall govern. In the case of any error or inconsistency in the figures, any unit prices stated in the proposal shall govern.

3. Bidder understands that Owner may, without limitation, increase, decrease or eliminate items of work to be performed under the Contract.

E. Pre-Bid Conference and Inspections of Property

A pre-bid conference for this proposal will be held on August 24, 2017 per the Notice to Bidders below. Attendance is not mandatory, but is strongly recommended. Failure to attend does not relieve the bidder of any obligations or requirements.

Bidders may inspect the property by appointment. Bidders may call the Township Clerk to set up such appointment. However, at such appointment, no Township professionals will be available to answer questions.

F. Security Measures of Owner

All Bidders shall become familiar with the Owner's security measures prior to the time of bid. The bid shall take into consideration any cost or effect on performance resulting from the Owner's requirements and limitations as it pertains to access and use of the Owner's facilities.

G. Quality of Materials and Workmanship

The attention of bidders is directed to the exacting requirements of the Contract requiring the Contractor to provide safe, watertight and otherwise adequate structures. The bidder shall realize fully that the first-class materials and workmanship specified must be supplied in full measure in order to produce acceptable structures and equipment of the kind specified and as designed to give uninterrupted service for an extended period.

H. Substitution of Materials and Equipment

The procedure to be followed for review of proposed substitutions for the materials and equipment not equivalent to those specified is as follows:

Requests for review of substitute items of material and equipment will not be accepted by the Owner's Architect from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute item of material or equipment, the Contractor shall make a written application to the Owner's Architect for acceptance thereof, certifying that the proposed substitute will be similar and of equal or better substance and quality to that specified, will be suited to the same use and will perform properly the same functions as that specified.

The application will state whether or not acceptance of the substitute for use in the work will require a change in the Drawings or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available warranties, maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such a substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Owner's Architect in evaluating the proposed substitute.

The Owner's Architect may require the Contractor to furnish at the Contractor's expense, additional data about the proposed substitute including without limitations the anticipated reduction of the Contract Price. The Owner's Architect will be the sole judge of acceptability and no substitute will be ordered or installed without the Owner's Architect's prior written acceptance. The Owner may require the Contractor to furnish, at the Contractor's expense, a special performance guarantee or other surety with respect to any substitute.

**VII. RECISSION OF AWARD**

It is expressly understood and agreed by the bidder that, in addition to and not in lieu of any other provisions of the Bid Documents, the Owner shall condition any award made by it upon consummation of financing and/or upon receipt of the necessary approvals of the State and Federal agencies involved and, further, may, at any time, rescind any award made by it, if financing satisfactory to the Owner cannot be consummated as contemplated, if such financing does not continue to be available on terms satisfactory to the Owner, if the requisite State and Federal agencies do not approve said Contract, or if any court of competent jurisdiction shall enjoin or otherwise prohibit the Owner from proceeding with the work.

**VIII. FAILURE OF BIDDER TO ENTER CONTRACT**

On a date and time to be set by the Owner and notified to the successful bidder, but in any case, within twenty-one (21) days, Sundays and holidays excepted, after notification of the award of the Bid, the successful bidder shall deliver to the Owner, in triplicate, the duly executed Contracts. The successful bidder shall simultaneously deliver to the Owner an executed Performance Bond of a responsible surety company authorized to issue bonds in New Jersey and satisfactory to the Owner, as specified herein, and evidence of all certificates of insurance required in the bid specifications.

Should the successful bidder fail or refuse to execute and deliver the Contract, bonds, certificate of insurance or any of them, satisfactory to the Owner, within twenty-one (21) days after the Contractor has received notice of the award, Sundays and holidays excepted, or within such further time period as the Contractor and Owner may in writing agree, the Owner shall have the right to rescind the award and declare the amount of the Contractor's bid security to be forfeited to the Owner, as liquidated damages for such failure or refusal.

**IX. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE**

A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated. To be considered an equivalent, the materials and equipment must be shown by the Contractor to meet all requirements of the Specifications herein; be of similar type, function and quality; be cost effective, as compared to the materials and equipment named, in all respects, including first costs, operating costs and maintenance costs; and must perform satisfactorily.

B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions 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 the goods and services offered. The owner reserves the right to evaluate the equivalency of the goods and services.

D. In submitting its bid, the bidder certifies that the goods and services 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 States, wherever available, shall be used 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.

## **X. INSURANCE AND INDEMNIFICATION**

### **A. INSURANCE REQUIREMENTS**

The Bidder, if awarded a Contract pursuant to these bid specifications, shall not commence any work under the Contract until the Contractor has obtained, at the Contractor's own expense, all insurance as follows: submit evidence (consisting of Certificates of Insurance, Insurance Binders, and such other information and/or documentation that may be requested by the Owner) satisfactory to the Owner showing that the Contractor has obtained all insurance coverages required herein. Neither the Contractor nor any of the Contractor's agents, employees or subcontractors are permitted to enter the site or to perform any work on the Contract unless all of the insurance required by the Contract Documents is in effect.

Nothing contained in the Instructions for Bidders or in the Contract Documents shall be construed as limiting the extent of the Contractor's liability for claims or damages resulting from or related to the Contractor's operations under this Contract.

All insurance required hereunder (except Workers' Compensation Insurance policies) shall include the interests of the Owner and Architect, both of whom shall be listed as additional insureds on such policies. Contractor waives all rights of subrogation against the Owner and Architect and all parties named as additional insureds in such policies for all losses and damages caused by any of the perils covered by such policies and all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as additional insureds.

The Contractor acknowledges that the Owner and Architect, have insurable interests in the project under the Contractor's insurance policies.

The Contractor shall purchase and maintain, at its sole expense, insurance as will provide protection from claims and liabilities which may arise out of or result from Contractor's performance and furnishing of the work and Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by Contractor, by any of Contractor's subcontractors or sub-subcontractors (of any tier), by anyone directly or indirectly employed by any of them to perform or furnish any work, or by anyone for whose acts any of them may be liable, with companies satisfactory to the Owner, as follows:

#### **1. Worker's Compensation and Employer's Liability Insurance**

Workers Compensation insurance shall be maintained in full force during the life of the contract, 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. This insurance shall comply with the statutory requirements of the State of New Jersey and shall have an Employer's Liability Insurance limit of not less than \$500,000 for bodily injury by accident, \$500,000 for occupational disease and \$500,000 aggregate limit.

#### **2. General Liability Insurance**

General liability insurance shall include Bodily Injury and Property Damage coverage and be provided with limits of not less than \$1,000,000 for any one person and \$1,000,000 for any one occurrence, \$2,000,000

general aggregate, and \$2,000,000 Products and Completed Operations Aggregate. Personal injury coverage must be included with a \$1,000,000 limit. A Per Project Aggregate must be included. Broad Form Property Damage Insurance must be included. Contractual Liability Insurance must be included, expressly insuring the Contractor's liability for occurrences assumed by the Contractor under the indemnification clause set forth in the Article of the Contract entitled, "Rights and Responsibility of Contractor", to the extent covered by the standard form of Commercial General Liability policy in New Jersey. Aforementioned insurance shall be maintained in full force during the life of the contract. Completed Operations Coverage must be provided for a minimum of 2 years from completion of the project.

### 3. Automotive Liability Insurance

Automotive liability insurance shall cover Contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit for each accident for bodily injury and property damage, shall be maintained in full force during the life of the contract.

### 4. Umbrella Liability Insurance

Umbrella liability insurance shall provide coverage at least as broad as that provided by the Commercial General Liability Insurance, Automobile Liability Insurance and Employers Liability Insurance required in 1., 2., and 3. above, with a limit of not less than \$3,000,000 per occurrence and \$3,000,000 aggregate.

### 5. Policy Limits

The policy limits specified above are minimum, and wherever the law requires higher limits, the higher limits shall govern.

### 6. Periods of Coverage

All policies required under this Contract shall remain in full force and effect until the Contractor's Maintenance Bond has been released.

7. Certificates of the insurance required above must be filed with the Owner with a copy to the Architect before the Contract is signed on behalf of the Owner. All Certificates of Insurance must provide for a minimum thirty (30) days prior written notice to the Owner of any policy cancellation, material change, or non-renewal.

### 8. Forms of Policies

All liability insurance shall be on an occurrence basis.

9. Subcontractors shall be required by the Contractor to provide the following insurance:

(a) Worker's Compensation and Employer's Liability Insurance covering all of the subcontractor's employees directly or indirectly engaged in the performance of this Contract. This insurance shall comply with the statutory requirements of the State or States involved and shall have an Employer's Liability Insurance limit of not less than \$500,000 for bodily injury by accident, \$500,000 for occupational disease and \$500,000 aggregate limit.

(b) Commercial General Liability Insurance shall include Bodily Injury and Property Damage. Combined Single Limit with a limit of not less than \$1,000,000 for any one occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products and Completed Operations Aggregate. Personal Injury coverage must be included with a \$1,000,000 limit. A Per Project Aggregate must be included. Broad Form Property Damage must be included.

(c) Comprehensive Automobile Liability Insurance covering subcontractor for claims arising from all owned, hired and non-owned vehicles with limits of not less than \$1,000,000 aggregate for bodily injury and property damage.

(d) Policy Limits specified above are minimum, and wherever the law requires higher limits, the higher limits shall govern.

(e) All policies required under this Contract for subcontractors shall remain in full force and effect until the Contractor's Maintenance Bond has been released.

(f) Certificates of Insurance and Insurance Binders as well as any additional information and/or documentation requested by the Owner, of the insurance required above must be filed with the Owner and the Architect, in triplicate, before the subcontractor is permitted to start work. Owner and Architect must appear as additional insureds on all liability policies. All Certificates of Insurance and Insurance Binders must provide for a minimum thirty (30) days prior written notice to the Owner and Engineer of any policy cancellation, material change, or non-renewal.

The Contractor shall not allow any subcontractor to commence work on his subcontract until all insurance required of the subcontractor has been so obtained and the proper Certificates of Insurance and Insurance Binders have been provided to the Owner and Architect.

Acceptance of the Contractor's insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

Certificates of Insurance for those policies required above shall be submitted with the executed Contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the Owner as an additional insured.

The Contractor shall not commence any work under the Contract until the Contractor has delivered all Certificates of Insurance as set forth above. The Contractor shall not permit any subcontractor of any tier to begin work until the required insurance and certificates of insurance have been provided to the Owner and Architect by the subcontractor. Such insurance and certificates of insurance must be in a form satisfactory to the Owner.

The Township of Lebanon and Architect shall all be named as additional insureds on all Certificates of Insurance submitted by the Contractor, except Workers' Compensation Insurance.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the owner as an additional insured.

## **B. INDEMNIFICATION**

Bidder/ Contractor shall indemnify and hold harmless 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 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.

## **XI. TIME LIMIT AND LIQUIDATED DAMAGES**

The Contractor is required to begin work within sixty (60) calendar days of Contractor's receipt of a written Notice to Proceed issued by the Owner. The Contractor shall prosecute the work diligently and

uninterruptedly, at a rate to ensure completion sufficient for final acceptance of all work within two hundred and forty (240) consecutive calendar days from the day of the Contractor's receipt of the written Notice to Proceed. Extensions shall reasonably granted due to circumstances outside the Contractor's control, such as inclement weather. A request for such an extension shall be made to the Township governing body in writing. The Contractor shall comply with all provisions in the Contract Documents regarding intermediate times of completion of construction.

Time is of the essence for final completion of all work within the time period starting from the Contractor's receipt of the Notice to Proceed and for the intermediate completion of the work by the above Intermediate Completion Times. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in the paragraph above, plus any extensions thereof allowed upon the approval of the Architect. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Two Hundred Fifty Dollars (\$250.00) per day for each day that expires after the time specified in the paragraph above for Substantial Completion until the Work is substantially complete.

## **XII. SITE CONDITIONS AND FIELD MEASUREMENTS**

A. Bidders are required to make any investigations of site conditions bidder shall deem necessary. However, prior to any site investigation, the bidder shall obtain the permission of the Owner and the bidder shall ascertain the location of underground utilities and structures. The bidder shall be responsible for any damage caused by the bidder, shall restore the site to its original condition and shall repair any damage resulting from such investigations. In addition, prior to undertaking any on-site investigations, the Bidder shall furnish the Owner with a certificate of insurance which is in accordance with the general liability limits set forth in paragraph X above.

B. The Drawings show existing conditions only in a general way, and it shall be the responsibility of the Contractor to verify all distances and locations in the field.

### **C. Subsurface Structures and Utilities**

The Contractor will be held solely responsible for locating and protecting all underground utilities and structures affected by Contractor activities or the work; including, but not limited to, utilities and structures of the Owner, and the Contractor shall comply with all applicable provisions of the Underground Facility Protection Act (PC 1994, C. 118). The Contractor shall notify, in writing, the owners of all utilities and structures which will or may be affected by the nature and scope of the project or the Contractor's operations. The Contractor shall, at his own expense, arrange with the owners of all such utilities and structures for the location of their utilities and structures, and shall be responsible for the protection of subsurface structures and utilities, and shall pay all charges, costs and fees in connection therewith at his own expense. Contractor shall utilize hand digging where required by law.

Attention is particularly directed to the fact that the locations, elevations and sizes of utilities and other subsurface structures shown on the Contract Drawings are not warranted to be even approximately correct, nor can they be assumed to be the only subsurface piping or structures which may be encountered in the work. All required test pit excavations are to be performed prior to the start of work to locate existing subsurface piping and structures at the expense of the Contractor.

### **XIII. PRICING INFORMATION FOR PREPARATION OF BIDS**

A. The Owner is exempt from any local, state or federal sales, use or excise tax. Each Bidder shall take this exemption into account in calculating its bid. It shall be the Contractor's responsibility to file the necessary exemption applications.

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. Contractor 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 have included this cost.

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.

### **XIV. STATUTORY AND OTHER REQUIREMENTS**

**The following are mandatory requirements of this bid and contract.**

#### **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 for a construction, which is included as Exhibit B of this bid specification.

#### Maintenance/Construction Contracts (Exhibit B)

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. Nondiscrimination Provisions**

Bidders are required to comply with all applicable Federal and State Statutes, Rules and Regulations including but not limited to Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000d-2000D-4A) and the discrimination and affirmative action provisions of N.J.S.A. 10:2.1 through 10:2-4, the New Jersey Law against Discrimination, N.J.S.A. 10:5-1, et. seq., and the rules and regulations promulgated pursuant thereto.

Prior to award, the successful bidder must submit a signed certification stating that it and its subcontractors shall comply with the discrimination and affirmative action provisions of N.J.S.A. 10:2 1 through 10:2 4, the

New Jersey Law Against Discrimination (N.J.S.A. 10:5 1 et. seq.), and the rules and regulations promulgated pursuant thereto, including but not limited to N.J.A.C. 17:27 1 et. seq.

Successful bidders shall, upon request, submit a list of all subcontractors who will perform work on the project and written signed statements from authorized agents of the labor pools with which they will or may deal for employees on the work, together with supporting information to the effect that said labor pools will affirmatively cooperate in or offer no hindrance to the recruitment, employment, and equal treatment of employees seeking employment and performing work under the contract or, a certification as to what efforts have been made to secure such statements when such agents or labor pools have failed or refused to furnish same prior to the award of the Contract.

C. 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 Exhibit 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.

D. 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.

E. Proof of Business Registration

P.L. 2004, c.57, as amended by P.L. 2009, c.315 (N.J.S.A. 52:32-44) requires the successful bidder to provide the Township with the business registration of the successful bidder and that of any named subcontractor prior to the time a contract is awarded. In addition:

- A. A subcontractor named in the bid shall provide a copy of its business registration to the bidder who shall provide it to the Township as required above. No contract with a subcontractor shall be entered into by any contractor under any contract with the Township unless the subcontractor first provides the successful bidder with proof of a valid business registration.
- B. The Township will retain the proof of business registration in the file where documents relating to the contract are maintained.
- C. The successful bidder shall maintain and submit to the Township a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered or for construction of a construction project under the contract.

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.

F. New Jersey Worker and Community Right to Know Act

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-2 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.

G. Solid Waste Disposal

The bidder is directed to N.J.A.C. 7:26-1, et. seq., Rules of the Department of Environmental Protection, Division of Solid and Hazardous Waste. The Contractor shall be required to follow the applicable rules and regulations. In general, these regulations require that all solid wastes (including, without limitation, concrete, black top, demolition or construction debris, unacceptable fill, etc.) must be disposed in an approved, licensed disposal facility. Also, any truck hauling this type of material to a landfill must have a permit issued by the Bureau of Registration and Permit Administration, NJ Department of Environmental Protection, 401 East State Street, Trenton, NJ 08625.

Prior to the removal of any solid waste material from the site, the Contractor shall submit a written statement from a licensed solid waste disposal facility operator which grants the Contractor permission to use the facility for the disposal of materials originating at the Owner's project site.

Under the price bid, the bidder shall include the cost of all permit and disposal fees and hauling costs which may be necessary for compliance with all applicable laws and regulations.

H. Department of Labor, Safety and Health Regulations

The Contractor shall comply with all applicable requirements of the Federal Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1972 (P.L. 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (P.L. 91-54).

I. Prevailing Wage Act

The Contractor's attention is directed to the applicable provisions of the New Jersey Prevailing Wage Act, Chapter 150, of the Laws of 1963 as amended, governing the prevailing rates of wages for workmen who are employed on this project. All applicable provisions of said Prevailing Wage Act and Amendments thereto shall be considered part of this Contract and made a part hereof.

The Bidder does also declare and represent that in the event of any change of such prevailing rates at any time before the execution and delivery of the Contract between the Bidder and the Owner for the work of construction of the project, or at any time thereafter, the new rates, if applicable, will become minimum rates for work performed thereafter under said Contract. No increase in the Contract price shall be claimed by the Bidder and no such increase will be granted by the Owner as a result of such change.

The Contractor is specifically directed to the following requirements as set forth by the Act (to the extent applicable):

- All workmen engaged in the performance of services directly under this public work Contract shall be paid not less than the prevailing rate of wages as specified.
- Each Contractor and subcontractor shall keep an accurate record showing the name, craft trade, and actual hourly rate of wages paid to each workman employed by him in connection with said public work. Records shall be preserved for two years from date of payments.
- The Contractor and Subcontractor shall post the prevailing wage rates for each craft and classification involved, as determined by the Commissioner of Labor and Industry, including the

effective date of any changes thereof, in prominent and easily accessible places at the site of the work, or at such place or places as are used by them to pay workmen their wages.

- In the event that it is found that any workman employed by the Contractor or any Subcontractor covered by such a Contract is paid less than the required wage rates, the Owner 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, and the Contractor and his Surety shall be liable to the Owner for any excess costs occasioned thereby.
- The Contractor and Subcontractors shall file written statements to the Owner certifying to the amounts then due and owing from them to any and all workmen or wages due on account of said work. Said statements shall be filed prior to the final payment certificate and again prior to the final payment of any retained percentage funds by the Owner. The statements shall set forth the names of the persons whose wages are unpaid (if any) and the amount due to each. The statements shall be verified by the oath of the Contractor or Subcontractor as the case may be.
- Fringe benefits are part of prevailing wage rates; employers not paying these fringe benefits to a party designated in a collective bargaining agreement shall pay benefits directly to employee on each pay day.

Each bidder shall read carefully and fully said published wage rates, and shall predicate and bid on said rates as minimum requirements. Submission of bid shall imply that Bidder has carefully inspected all said wage rates, that the Bidder is thoroughly familiar with all provisions of the Prevailing Wage Act and that should he be awarded a contract, he will fully and faithfully comply with all provisions of the Prevailing Wage Act.

**The Bidder's attention is directed to the provisions of P.L. 1999, c. 238 (N.J.S.A. 34:11-56.48, The Public Works Contractor Registration Act), which requires registration with the New Jersey Department of Labor as a condition to bidding on or engaging in a contract for a public work, as defined therein.**

**Unless the Bidder has registered with the New Jersey Department of Labor, the bid will be considered non-responsive.**

#### J. The Public Works Contractor Registration Act

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

#### K. Non-Collusion Affidavit

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

#### L. Pay to Play

Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year.

Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

#### M. OSHA

The attention of the bidders is especially directed to the provisions of Federal, State, County and Municipal laws, statutes and regulations that may apply to the work, including particularly all safety regulations. The provisions of the U.S. Occupational Safety and Health Act (OSHA) and its implementing regulations and all safety standards promulgated thereunder shall be observed by the Contractor in the performance of the Contract, whether or not they would otherwise be applicable.

Such provisions refer to obstruction of streets, traffic safety, open burning, maintaining of signals, excavation, storing and handling of explosives, etc. Particular note is to be taken also of those provisions affecting the Contractor and his employees in the prosecution of the work and his relation to any political subdivision or person. All applicable laws, statutes, ordinances and regulations shall be obeyed and complied with by the Contractor, his subcontractors and all of his representatives, including, without limitation, all applicable provisions of Federal and New Jersey State Labor Laws.

The Contractor shall be solely and completely responsible for conditions in, on or near the job site, including safety of his operations during performance of the work. This requirement will apply continuously 24 hours a day until final acceptance of the work by the Owner and shall not be limited to normal working hours.

In addition, no work shall commence without the Contractor contacting the utility mark-out firm (1-800-272-1000) or any other utilities not contracted with the utility mark-out firm for a mark-out prior to construction. In addition, prior to commencing any work, if the utility mark-out firm or other utilities have been contacted for a mark-out and there have been no utilities marked on the ground when work is ready to commence, the Contractor is not to assume that there are no utilities in the area and shall confirm this by recontacting the utility mark-out firm and/or utility companies to insure that there are in fact no utilities in the area.

#### **XV. METHOD OF CONTRACT 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 award is to be made on the basis of a combination of a base bid with selected options. Pursuant to N.J.S.A. 40A:11-23.1, the determination of which bidder's response to a request for bids offers the lowest price shall be made on the basis of a choice of specified alternative proposals based on cost effectiveness. Preference shall be given to awarding the bid with a performance bond, maintenance bond, and labor and material bond if such is determined by the Owner to be cost effective.

C. The owner may also elect to award the contract on the basis of unit prices.

D. 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.

#### **XVI. CAUSES FOR REJECTING BIDS**

Bids may be rejected for any of the following reasons:

A. All bids pursuant to N.J.S.A. 40A:11-13.2;

- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience;
- F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the owner may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b);
- H. The bid is incomplete, conditional, or obscure, or contains additions not called for, erasures not properly initialed, alterations, or irregularities of any kind. Alterations by erasure or interlineation must be explained or noted in the bid over the signature of the Bidder.
- I. Bidder appears on the current New Jersey State Treasurer's list of debarred, suspended or disqualified bidders; or
- J. Bid contains false, deceptive or fraudulent statements.
- K. Owner reserves the right to reject a bid or to waive minor informalities or irregularities in bids received.

If applicable, all of the aforementioned are also causes for revoking an awarded contract. Any such bidder engaging in actions outlined in this section may be subject to criminal and/or civil penalties provided by all applicable State and Federal laws.

## **XVII. TERMINATION OF CONTRACT**

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the owner shall there upon have the right to terminate the 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 by 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 subcontractors/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 contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the 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 the 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.

H. The owner may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.

**XVIII. PAYMENT**

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

B. Provided the Contractor is performing all obligations under the Contract and related documents, payment will be made in accordance with the Owner's policy and procedures, which may include a certified payment application.

C. Payment to the Contractor under the Contract shall be made pursuant to a Payment Schedule. Such payment schedule shall be set forth in the Contract and shall require the Contractor to receive approval from the architect and submit a payment voucher for release of portions of the payment at various stages of the work. Pursuant to N.J.S.A. 40A:11-16.3, the Owner shall retain 2% of each partial payment pending completion of the project.

**XIX. CHANGE ORDERS**

During the course of the construction of the Project, it may be necessary to make modifications to the Contract. If a modification should become necessary, it shall be made only in writing and in accordance with the terms of the Contract.

**NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Township Clerk, Lebanon Township, Hunterdon County, State of New Jersey on September 12, 2017 at 11am prevailing time at the Municipal Building, 530 West Hill Road, Glen Gardner, New Jersey 08826 at which time and place bids will be opened and read in public for:

Lebanon Township Museum Accessible Lavatory Addition

at the

Lebanon Township Museum, 57 Musconetcong River Road, Hampton, New Jersey

Specifications and other bid information may be obtained at the Lebanon Township Municipal Building during regular business hours. The work includes the furnishing of certain labor, materials and equipment necessary to complete the work as described in the Drawings and Specifications. The work consists of constructing a bathroom addition on the historic building known as the Lebanon Township Museum.

The Work shall include:

1. All required permits, inspections and final Certificate of Occupancy if required.
2. Architectural, excavation, construction, plumbing, and electrical work as defined and implied in the Construction Drawings and Specifications.

The Work shall be executed in accordance with all governing codes and local ordinances. All work shall be conducted according to OSHA standards. The work shall be completed within two hundred and forty (240) calendar days of the Contractor's receipt of written Notice to Proceed.

Bids shall be submitted on the forms provided, completed in accordance with the specifications contained in the Instructions to Bidders and other bidding documents and include the following: Bid Proposal Form with acknowledgments of Addenda; Non-Collusion Affidavit; Bid Bond; Bidder's Ownership Disclosure Statement; a list of subcontractors; Disclosure of Investment Activities in Iran.

No bid will be received unless in writing on the forms furnished, and unless accompanied by bid security in the form of a bid bond, cashier's check, or a certified check made payable to the Township of Lebanon in an amount equal to 10% of the amount of the total bid, but not exceeding \$20,000.

The bid shall be accompanied by a Certificate of Surety on the form included in the Contract Documents, from a surety company licensed to do business in the State of New Jersey, which shall represent that the surety company will provide the Contractor with the required bonds in the sums required in the Contract Documents and in a form satisfactory to the Owner's Attorney and in compliance with the requirements of law.

Bidders must use the prepared bid form which is contained in the Contract Documents. Each individual proposal must be separately enclosed in a sealed envelope addressed to the Township of Lebanon Clerk, 530 West Hill Road, Glen Gardner, New Jersey 08826, marked on the outside with the name of the project being bid on.

No bids will be received after the time and date specified. Bids shall be received by mail or courier service (date and time recorded) or shall be hand delivered. The Owner assumes no responsibility for loss or non-delivery of any bids sent or delivered prior to the bid opening. The Owner shall award the Contract or reject all bids within 60 days of bid opening, except that the bids of any bidders who consent thereto may, at the request of the Owner, be held for consideration for such longer period as may be agreed.

The Owner will evaluate bids and any award will be made to the lowest, responsive, responsible bidder in accordance with N.J.S.A. 40A:11-6.1 and N.J.S.A. 40A:11-23.1. The Owner reserves the right to reject any or all bids and to waive minor informalities or irregularities in bids received.

All bid security except the security of the three apparent lowest responsible bidders shall be returned, unless otherwise requested by the bidder, within ten (10) days after the opening of the bids, Sundays and holidays excepted, and the bids of the bidders whose bid security is returned shall be considered withdrawn.

Bidders are required to comply with all relevant Federal and State Statutes, Rules and Regulations including but not limited to the applicable provisions of Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000d-2000d-4A), the discrimination and affirmative action provisions of *N.J.S.A. 10:2-1* through *10:2-4*, the New Jersey Law against Discrimination, N.J.S.A. 10:5-1, et seq., the rules and regulations promulgated pursuant thereto, the State requirement for bidders to supply statements of ownership (N.J.S.A. 52:25-24.2) and the State requirement for submission of the names and addresses of certain subcontractors (N.J.S.A. 40A:11-16).

Each bidder must submit with his bid a signed certificate stating that he owns, leases or controls all the necessary equipment required to accomplish the work shown and described in the Contract Documents. Should the bidder not be the actual owner or lessee of such equipment, his certificate shall state the source from which the equipment will be obtained and, in addition, shall be accompanied by a signed certificate from the owner or person in control of the equipment definitely granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the Contract for which it is necessary. The bidder shall comply with the documentation requirements set forth in the Article of the Information for Bidders, entitled, "Bidder Submissions".

The successful bidder will be required to submit bonds and proof of insurance on or before execution of their respective Contracts as explained in the Contract Documents.

A pre-bid conference will be held on the site – Lebanon Township Museum, at 57 Musconetcong River Road, Hampton New Jersey, on August 24, 2017 at 9:00 am.

Bidders and their subcontractors of any tier must comply with all applicable provisions of the Public Works Contractor Registration Act, P.L. 1999, c. 238 (N.J.S.A. 34:11-56.48) and the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25).

Pursuant to N.J.S.A. 10:5-31 et seq., bidders are required to comply with the requirements of P.L. 1975 c. 127, N.J.A.C. 17:27-1 et seq.

Pursuant to P.L. 2004, c.57 (N.J.S.A. 52:32-44) effective September 1, 2004, all business organizations that conduct business with a New Jersey government agency are required to be registered with the State of New Jersey. Bidders and their subcontractors must submit proof that at the time of the Bid they are registered with the New Jersey Department of Treasury, Division of Revenue by submitting a copy of their Business Registration Certificate prior to Contract award.

It is the purpose of this Notice to Bidders to summarize some of the more important provisions of the Contract Documents. Prospective bidders are cautioned not to rely solely on this summary, but to read the Contract Documents in their entirety.

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Karen Sandorse, Municipal Clerk

Publication date: August 9, 2017

**BID PROPOSAL FORM**

\_\_\_\_\_  
(Contract Title and Bid Number, if applicable)

\_\_\_\_\_  
(Description of goods/services being bid)

THE UNDERSIGNED, as bidder, declares that the only persons or parties interested in the Bid as principals are named on the Ownership Disclosure Statement; that the Bid is in all respects fair and without collusion or fraud; that he has carefully examined the annexed proposed form of Contract, the Specifications, and the Information for Bidders, that he, or his representative, has made a personal inspection of the site of the proposed work; and that he proposes and agrees that if this Bid is accepted, he will contract with the Township of Lebanon in the form of contract hereto annexed, to provide the necessary machinery, tools, apparatus, and other means of construction, and to furnish all the materials, equipment and labor specified in the Contract in the manner and time therein specified, and according to the requirements of the Architect as therein set forth, and that he will take in full payment therefore the following prices, to wit:

TOTAL BID AMOUNT FOR ALL ITEMS REQUIRED FOR THE LEBANON TOWNSHIP MUSEUM ACCSSIBLE LAVATORY ADDITION AT 57 MUSCONETCONG RIVER ROAD, HAMPTON BOROUGH, NEW JERSEY

**BASE BID:**

\_\_\_\_\_  
Amount in words

\$ \_\_\_\_\_  
Amount in numbers

**DEDUCT ALTERNATE #1:**

**(This alternate deducts the cost of supplying the shaker-style cabinets and butcher block counter top noted in the Drawings)**

\_\_\_\_\_  
Deduct Amount in words

\$ \_\_\_\_\_  
Deduct Amount in numbers

**ADD ALTERNATE #2:**

**(This alternate adds the cost of supplying a performance bond, labor and material bond, and maintenance bond)**

\_\_\_\_\_  
Add Amount in words

\$ \_\_\_\_\_  
Add Amount in numbers

**ADD / DEDUCT ALTERNATE #3:**

**(This alternate deducts the cost of supplying the shaker-style cabinets and butcher block counter top noted in the Drawings and adds the cost of supplying a performance bond, labor and material bond, and maintenance bond)**

\_\_\_\_\_  
Add / Deduct Amount in words

\$ \_\_\_\_\_  
Add / Deduct Amount in numbers

Pursuant to N.J.S.A. 40A:11-23.1, the determination of which bidder's response to a request for bids offers the lowest price shall be made on the basis of a choice of specified alternative proposals based on cost effectiveness.

This Bid is accompanied by bid security either in the form of a certified check or cashier's check drawn on \_\_\_\_\_ (Name of Bank) (Address of Bank) Bank of \_\_\_\_\_ in the amount of

Dollars or a Bid Bond in the amount of \_\_\_\_\_ Dollars ( \$ \_\_\_\_\_ ) (describe in both words and numbers) guaranteed by the undersigned as Bidder and \_\_\_\_\_ as Surety. This Bid is also accompanied by a Consent of Surety(s) for Performance Bond and Maintenance Bond in accordance with the conditions named in the foregoing Information for Bidders.

The undersigned Bidder hereby agrees that if this Bid shall be accepted by the Owner and the undersigned shall fail to execute and deliver the Contract and Contract Bonds in accordance with the terms of this proposal and with the requirements of the foregoing Information for Bidders, then the undersigned shall be deemed to have abandoned the Contract, and thereupon the Bid and its acceptance shall be null and void and (1) if a certified check is herewith submitted as bid security, the amount of said check accompanying this Bid shall be due and payable thereunder to the Owner as liquidated damages; otherwise the said certified check, or the amount thereof, shall be returned to the undersigned, or (2) if a Bid Bond is herewith submitted as bid security, the amount specified in the Bid Bond shall be due and payable thereunder to the Owner as liquidated damages in accordance with said Bid Bond; otherwise the Bid Bond shall become null and void.

The undersigned Bidder acknowledges and agrees that such Bidder has received, read, understand, and shall comply with all provisions of the Contract Documents, including Affirmative Action.

The undersigned proposes to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Federal I.D. # or Social Security #

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Type or Print Name

Title: \_\_\_\_\_

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail address

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

Pursuant to N.J.S.A. 40A:11-23.1a, the undersigned Bidder hereby acknowledges receipt of the following 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 to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

<u>Addendum Number</u> (initial)	<u>Dated</u>	<u>Acknowledge Receipt</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**No addenda were received:**

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SIGNATURE OF BID BY BIDDER**

IN WITNESS WHEREOF the Bidder has signed this Bid or caused this Bid to be signed by the Bidder's duly authorized representative(s).

Signature of Bid by Individual Proprietor.

Witness Signature

Bidder's Signature

\_\_\_\_\_  
(ADD TYPED OR PRINTED NAMES OF BIDDER AND WITNESS)

Date:\_\_\_\_\_

Signature of Bid in behalf of Partnership (all general partners must sign):

Name of Partnership:

\_\_\_\_\_  
Witness Signature

By \_\_\_\_\_  
General Partner Signature

\_\_\_\_\_  
Witness Signature

By \_\_\_\_\_  
General Partner Signature

(ADD TYPED OR PRINTED NAMES OF PARTNERS AND WITNESSES) (ADD ADDITIONAL PAGES IF NECESSARY)

Date:\_\_\_\_\_

Signature of Bid on behalf of Corporation (President and Secretary must sign or corporation resolution authorizing others to sign must be affixed). Affix corporate resolution authorizing the Bid and affix corporate seal to all resolutions and to the Bid.

Attest:

Name of Corporation:

\_\_\_\_\_  
Corporate Seal

By \_\_\_\_\_

(ADD TYPED OR PRINTED NAMES OF OFFICER AND ATTESTING WITNESS)

Date:\_\_\_\_\_

Signature of Bid in behalf of Limited Liability Company (Manager must sign or Power of Attorney authorizing others to sign must be affixed). Affix Power of Attorney authorizing the Bid and affix company seal to all Power of Attorney and to the Bid.

Attest:

Name of Limited Liability Company

\_\_\_\_\_

By \_\_\_\_\_  
Manager

-----

By \_\_\_\_\_  
Manager

Company Seal

(ADD TYPED OR PRINTED NAMES OF MANAGER AND WITNESS) (ADD  
ADDITIONAL PAGES IF NECESSARY)  
Date:

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

The Bidder hereby certifies that it shall comply with and shall require its subcontractors to comply with the discrimination and affirmative action provisions of *N.J.S.A. 10:2-1 through 10:2-4*, the New Jersey Law Against Discrimination (*N.J.S.A. 10:5-1 et seq. and N.J. S.A. 10:5-31 et seq.*) and the rules and regulations promulgated pursuant thereto, including but not limited to *N.J.A.C. 17:27-1 et seq.*

After notification of award, but before signing a construction contract the Bidder/Contractor is required to submit to the public agency compliance officer and the affirmative action office an initial project manning table consisting of forms provided by the affirmative action office and completed by the contractor in accordance with *N.J.A.C. 17:27-7*.

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. 17:27-1 et seq.* The full requirements are set forth in Exhibits B and C hereto.

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. 17:27.1 et seq.* 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. 17:27-1 et seq.*

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**LISTING OF SUBCONTRACTORS TO BE USED**

On contracts for the erection, alteration or repair of any public building, if the Bidder will use subcontractors for the plumbing work and gas fitting and all kindred work, steam and hot water heating and ventilating apparatus, steam power plants and kindred work, electrical work, structural steel and ornamental iron work he shall list below the name and address of each subcontractor to be used for these respective and kindred categories of work.

WORK CATEGORY	NAME	ADDRESS
Plumbing and gas fitting and all kindred work		
Steam power plants, steam and hot water heating and ventilating apparatus and all kindred work		
Electrical Work		
Structural steel and ornamental iron work		

(Attach Additional Pages as Required)

NOTE: Submission of the names and addresses of the subcontractors required by *N.J.S.A. 40A:11 16* is essential and nonwaivable. The names and addresses for subcontractors must be provided for each work category above, otherwise the bid will be deemed nonresponsive. Where **more than one** subcontractor is named for a work category, the bidder must identify, in the Bid, the scope of work that is to be performed by each subcontractor, as required by P.L. 1997, c. 408. Failure to comply with these statutory requirements will result in the Bid being deemed nonresponsive.

The undersigned bidder hereby certifies that each listed subcontractor has submitted a price quote for the scope of work set forth above and that, if awarded the general contract, the undersigned bidder shall engage the listed subcontractors to perform said work.

**Name of Bidder:** \_\_\_\_\_

**By:** \_\_\_\_\_  
 (Signature)

**Name of above:** \_\_\_\_\_  
 (Print)

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**LISTING OF SUBCONTRACTORS TO BE USED**

Before submitting his bid, the Bidder shall completely familiarize himself with Section 40A:11-16 of the New Jersey Local Public Contracts Law (New Jersey Statutes Annotated 40A:11-16). On contracts for the erection, alteration or repair of any public building, if the Bidder will use subcontractors for the plumbing work and gas fitting and all kindred work, steam and hot water heating and ventilating apparatus, steam power plants and kindred work, electrical work, structural steel and ornamental iron work he shall list below the name and address of each subcontractor to be used for these respective and kindred categories of work.

WORK CATEGORY	NAME	ADDRESS
Masonry		
Excavation		
(Any other work that will be subcontracted)		
(Any other work that will be subcontracted)		

(Attach Additional Pages as Required)

NOTE: Submission of the names and addresses of the subcontractors required by N.J.S.A. 40A:11 16 is essential and nonwaivable. The names and addresses for subcontractors must be provided for each work category above, otherwise the bid will be deemed nonresponsive. Where **more than one** subcontractor is named for a work category, the bidder must identify, in the Bid, the scope of work that is to be performed by each subcontractor, as required by P.L. 1997, c. 408. Failure to comply with these statutory requirements will result in the Bid being deemed nonresponsive

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

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein. If one or more such stockholder itself is a corporation or partnership, the names and addresses of stockholders holding 10% or more of that corporation’s stock or of the individual partners owning 10% or greater interest, as the case may be, shall also be listed. The disclosure shall be continued until the names and home addresses of every known individual stockholder or individual partner with a 10% or greater interest has been listed. Form of Statement shall be completed and attached to the bid proposal.

The Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations. Therefore, the reference to “corporations” and “partnerships” in this form includes all of the above entities.

Bidders are required to disclose whether they are a partnership, corporation or sole proprietorship. The Ownership Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

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

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

**OR**

I certify that no one stockholder, member, partner or owner owns 10% or more of the issued and outstanding stock of the undersigned.

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

- Partnership
- Limited Partnership
- Subchapter S Corporation
- Corporation
- Limited Liability Corporation
- Sole Proprietorship
- Limited Liability Partnership

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

**Owners:**

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 \_\_\_\_\_, 2 \_\_\_\_.

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

(Notary Public)

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

My Commission expires:

(Corporate Seal)

*Add additional pages if necessary.*

**NON-COLLUSION AFFIDAVIT**

State of New Jersey

County of \_\_\_\_\_

ss:

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(name of affiant) (name of municipality)

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (name of firm)

\_\_\_\_\_ the bidder making this Proposal for the bid

entitled \_\_\_\_\_, and that I executed the said proposal with  
(title of bid proposal)

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

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

For breach or violation of this warranty the Owner shall have the right to annul the Contract without liability or in its discretion to deduct from the Contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

(N.J.S.A. 52:34-15)

Subscribed and sworn to before me  
this day \_\_\_\_\_, 2\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Type or print name of affiant under signature)

\_\_\_\_\_  
Notary public of

My Commission expires \_\_\_\_\_

(Seal)

**CERTIFICATION OF BIDDER'S STATUS ON  
THE STATE TREASURER'S LIST OF  
DEBARRED, SUSPENDED AND DISQUALIFIED BIDDERS**

STATE OF

COUNTY OF

I, \_\_\_\_\_ of the City of \_\_\_\_\_, in the 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 Bid for the above named project; that I executed the said Bid, this affidavit and all other bidding  
documents with full authority to do so; and that said bidder is not now at the time of submission of this bid on  
the State of New Jersey Treasurer's List of Debarred, Suspended and Disqualified Bidders.

By:----- Date: \_\_\_\_\_  
Deponent's Signature

Deponent's Printed Name and Title

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2016.

My Commission expires \_\_\_\_\_, 20\_\_

**REQUIREMENT FOR CONSENT OF SURETY**

***THIS APPLIES ONLY IF THE BIDDER IS SUPPLYING  
A RESPONSE TO ALTERNATE #2 AND / OR ALTERNATE #3***

The Contractor bidding this single overall contract shall furnish to the Township of Lebanon Certificates of Surety for a Performance Labor and Material Payment Bond for an amount equal to 100% of the Bid price and for a Maintenance Bond in an amount equal to 100% of the Contract Price. Certificates of Surety may be supplied by the Bidder on behalf of himself and any or all subcontractors, or by each respective subcontractor, or by any combination thereof which results in evidence of performance security equaling the required amounts. Certificates of Surety and Bonds shall be on the forms included in the Contract Documents or on equivalent forms as may be approved by the Owner's Attorney.

**CONSENT OF SURETY**

WHEREAS the Contractor named below has requested that the undersigned Surety Company provide the bonds required by Contract of the Township of Lebanon , Hunterdon County, New Jersey, Lebanon Township Museum Accessible Lavatory Addition; and

WHEREAS the undersigned Surety Company authorized to do business in New Jersey, desires to provide a statement as required by the New Jersey Local Public Contracts Law, *N.J.S.A. 40a:11-22*, that it will provide the said bonds in the forms and amounts required;

NOW, THEREFORE, in consideration of the premises and One Dollar (\$1.00), lawful money of the United States to it in hand paid by the said Contractor, the receipt whereof is hereby acknowledged, the undersigned Surety Company hereby certifies and agrees that if Contract of the Township of Lebanon, Hunterdon County, New Jersey, Lebanon Township Museum Accessible Lavatory Addition; be awarded to the Contractor named below;

It will become bound as surety and guarantor for its faithful performance, and will execute a Performance Bond in the form specified in the Instructions to Bidders, said Bond to be in an amount equal to one hundred (100%) percent of the Contract price and to be continued so as to indemnify the Township against loss due to the failure of the bidder to meet the stipulation of the Performance Bond and a bond for payment for labor and materials, to guarantee payment of all persons performing or furnishing labor or materials for performance of said Contract, said Bond also to be in an amount equal to one hundred percent of the Contract price.

The undersigned further consents and agrees that if the aforesaid Contract is awarded to the above-named bidder, it will become bound as surety and guarantor for a guaranty bond for the faithful performance of the contract provisions relating to the repair and maintenance of the work of the project during the term of the bond as provided for in the specifications.

The undersigned surety agrees to execute the said bonds as surety and will deliver them to the Owner under said Contract as obligee, upon the demand of said Owner.

Name and Address of Principal (Contractor):

IN WITNESS WHEREOF said Surety Company has caused these presents to be signed and attested by its duly authorized representatives and its corporate seal to be hereto affixed this      day of   , 20 \_\_\_\_.

Attest: Surety Company  
By \_\_\_\_\_  
Address \_\_\_\_\_

Phone Number

---

---

Note: A corporate acknowledgment of the Surety Company and evidence of the authority of the signer is to be attached hereto by the Surety Company. In addition, surety must be a New Jersey corporation or authorized to do business in New Jersey.

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_,

Hereinafter called the Principal, as Principal, and \_\_\_\_\_ a corporation duly organized under the laws of the State of and licensed or authorized to do business in New Jersey, hereinafter called the Surety, as Surety, are held and firmly bound unto \_\_\_\_\_ hereinafter called the Obligee, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has submitted a bid for

\_\_\_\_\_  
\_\_\_\_\_ NOW,

THEREFORE, if the Obligee shall accept the Bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and the Contract Documents; and give such bond or bonds as may be specified in the Contract Documents with good and sufficient surety for the faithful performance of such Contract, for the prompt payment of labor and material furnished in the prosecution thereof and for the environmental maintenance requirements thereof; and deliver evidence of insurance and such other documents as are required by the Contract Documents as conditions precedent to the Owner's execution of the Contract, all within the times required in the Contract Documents, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED this day of \_\_\_\_\_ A.D. 20 .  
In the presence of:

WITNESS

\_\_\_\_\_

\_\_\_\_\_  
Principal

WITNESS

\_\_\_\_\_

\_\_\_\_\_  
TITLE

WITNESS

\_\_\_\_\_

\_\_\_\_\_  
TITLE

**BID DOCUMENT CHECKLIST**

Required by Owner	Submission Requirement	Initial each required entry and if required submit the item
<input type="checkbox"/>	Ownership Disclosure Certification	
<input type="checkbox"/>	Non-Collusion Affidavit	
<input type="checkbox"/>	Bid Proposal Form, legally executed	
<input type="checkbox"/>	Bid Guarantee that complies with <u>N.J.S.A. 40A:11-21</u> <i>et seq.</i> (with Power of Attorney for full amount of <i>Bid</i> Bond)	
<input type="checkbox"/>	Public Works Contractor Certificate (in effect at time of bid, to be supplied prior to contract execution)	
<input type="checkbox"/>	Mandatory Affirmative Action Language	
<input type="checkbox"/>	Prevailing Wage	
<input type="checkbox"/>	Americans with Disabilities Act of 1990	
<input type="checkbox"/>	Proof of Business Registration (to be supplied prior to contract execution)	
<input type="checkbox"/>	Certificate of Surety that complies with <u>N.J.S.A. 40A:11-22</u> ( <i>Applies only if bidder is supplying a response to alternates #2 and #3</i> )	
<input type="checkbox"/>	Acknowledgment of Receipt of Addenda	
<input type="checkbox"/>	Disclosure of Investment Activities in Iran	
<input type="checkbox"/>	References (to be provided on letterhead of Bidder)	
<input type="checkbox"/>	Warranties (to be provided on letterhead of Bidder or applicable subcontractor)	

Certification

I hereby certify that I have enclosed with the Bid, each of the items initialed above.

**NOTE:** The Document Submission Checklist shall be initialed and signed as instructed above and shall be submitted with the Bid.

---

Authorized Signature by or in Behalf of Bidder

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**Bid/Quote Number:** \_\_\_\_\_ **Bidder:** \_\_\_\_\_

**PART 1: CERTIFICATION-Bidder must complete by checking either box. Failure to do so will render proposal non-responsive.**

Pursuant to New Jersey Public law 2012, c.25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the 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>

Bidder's 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 Township finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by the 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 THE APPROPRIATE BOX:**

I certify, pursuant to Public Law 2012, c. 25, that the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. 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 I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

**OR**

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's 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 such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below. If additional space is needed, attach on your letterhead a separate sheet hereto.

Name: _____	Relationship to Proposer: _____
Description of Activities: _____	
Duration of Engagement: _____	Anticipated Cessation Date: _____
Proposer Contact Name: _____	Contact Phone Number: _____

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

Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**PERFORMANCE BOND**

***THIS APPLIES ONLY IF THE BIDDER IS SUPPLYING  
A RESPONSE TO ALTERNATE #2 AND/OR ALTERNATE #3***

KNOW ALL MEN BY THESE PRESENTS:

That we, the Undersigned \_\_\_\_\_ (Insert the name of legal title and address of the Contractor)

as Principal, and \_\_\_\_\_ (Insert the legal title of Surety) a corporation organized and existing under the laws of the State of \_\_\_\_\_ as Surety are held and firmly bound into the Township of Lebanon in the County of Hunterdon as Obligee, in the full and just sum of \_\_\_\_\_ (Dollars) (\$ \_\_\_\_\_) lawful money of the United States of America, to be paid to the said Obligee or its attorney, successors or assigns, to the payment of which sums well and truly to be made, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

Whereas, said Principal has entered into a certain Contract with said Obligee, dated \_\_\_\_\_, 2017 (hereinafter called the Contract for which Contract and the Contract Documents for said work shall be deemed a part hereof as fully as if set forth herein.

Now, Therefore, the condition of the Bond shall be such that:

If the Principal shall well, truly and faithfully comply with and perform the Contract in accordance with the Contract Documents, at the time and in the manner provided in the Contract and in the Contract Documents, and if the Principal shall satisfy all claims and demands incurred in or related to the performance of the Contract by the Principal or growing out of the performance of the Contract by the Principal and if the Principal shall indemnify completely and shall save harmless the Obligee from any and all costs and damages which the Obligee may sustain or suffer by reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to the Obligee any and all costs and expenses which the Obligee may incur by reason of any such default or failure of the Principal, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect.

The Principal and the Surety agree that any alterations, changes or additions to the Contract Documents, and/or any alterations, changes or additions to the work to be performed under the Contract in accordance with the Contract Documents, and/or any alterations, changes or additions to the Contract, and/or any giving by the Obligee of any extensions of time for the performance of the Contract in accordance with the Contract Documents and/or any act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract Documents and the Contract and/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract Documents and by the

Contract shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability under the Bond; and the Surety, for value received does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

In the event of alternate dispute resolution or litigation, then the surety shall become a party thereto and shall be bound by the results thereof.

Signed and sealed this     day of             , 20\_\_.

ATTEST:

(Principal)

By:

(Title)

ATTEST:

\_\_\_\_\_

(Surety)

By:

(Title)

(Power of Attorney, and certificate of authority certified and effectively dated, for person signing for surety company, and a financial statement must be attached.)

TOWNSHIP OF LEBANON  
530 WEST HILL ROAD  
GLEN GARDNER, NEW JERSEY 08826

**LABOR & MATERIAL PAYMENT BOND**

***THIS APPLIES ONLY IF THE BIDDER IS SUPPLYING  
A RESPONSE TO ALTERNATE #2 AND/OR ALTERNATE #3***

This bond is to be provided simultaneously with Performance Bond in favor of the Owner conditioned on the full and faithful performance of the Contract

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned

\_\_\_\_\_ (Insert the name and address of the Contractor) as PRINCIPAL, and

\_\_\_\_\_ (Insert the name of SURETY)

a corporation organized and existing under the laws of the State of \_\_\_\_\_ as SURETY are held and firmly bound unto the Owner, The Township of Lebanon as OBLIGEE, for the use and benefit of CLAIMANTS HEREIN BELOW described in the full and just sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) lawful money of the United States of America, to be paid to the said OBLIGEE, or its attorney, successors or assigns, to the payment of which sums well and truly to be made, the said PRINCIPAL and SURETY bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, said PRINCIPAL has entered into a certain CONTRACT with said OBLIGEE, dated \_\_\_\_\_, 20\_\_\_\_, (Hereinafter called the CONTRACT) for

which CONTRACT and the CONTRACT DOCUMENTS for this WORK shall be deemed a part hereof as fully as if set forth herein.

NOW, THEREFORE, the condition of this Bond shall be such that:

If the Principal shall promptly pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations, for labor performed and materials, provisions, provender, or other supplies, fuels, oils, implements or machinery furnished, used or consumed or reasonably required in the carrying forward, performing or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materialman, laborer, person, firm or corporation having a just claim, as well as for the obligee herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any of all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The SURETY hereby stipulates and agrees that no modifications, omissions or additions in or to the

terms of the said CONTRACT or in or to the plans or specifications therefor shall in any way affect the obligation of said SURETY on its bond.

This Bond is given in compliance with the requirements of N.J.S.A. 2A:44-143 et seq. The foregoing obligation, however, is limited by the following conditions:

1. Any person who may be a beneficiary of this payment bond, and who does not have a direct contract with the Contractor furnishing the bond shall, prior to commencing any work, provide written notice to the Contractor by certified mail or otherwise, provided that he shall have proof of delivery of same, that said person is a beneficiary of the bond. If a beneficiary fails to provide the required written notice, the beneficiary shall only have rights to the benefits available hereunder from the date the notice is provided.
2. Any beneficiary under this bond to whom money shall be due on account of having performed any labor or furnished any materials, provisions, provender or other supplies, or teams, fuels, oils, implements or machinery in, upon, for or about the construction, erection, alteration or repair of any public building or other public work or improvement, shall, at any time before the expiration of one year from the last date upon which such beneficiary shall have performed actual work or delivered materials to the project, in the case of a material supplier, furnish the surety a statement of the amount due to such beneficiary.
3. No action shall be brought against the surety until the expiration of ninety (90) days after provision to the surety and the Contractor of the statement of the amount due to the beneficiary, but in no event later than one year from the last date upon which such beneficiary shall have performed actual work or delivered materials to the project.

Signed and sealed this     day of             , 20\_\_.

ATTEST:

\_\_\_\_\_  
(Principal)

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

ATTEST:

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

\_\_\_\_\_ By:

(Title)

(Power of Attorney, and certificate of authority certified and effectively dated, for person signing for surety company, and a financial statement and Surety Disclosure Statement and Certification must be attached.)

**FORM OF MAINTENANCE BOND**

***[THIS APPLIES ONLY IF THE BIDDER IS SUPPLYING  
A RESPONSE TO ALTERNATE #2 AND/OR ALTERNATE #3***

KNOWN ALL MEN BY THESE PRESENTS, that we,

\_\_\_\_\_ as Principal, and  
\_\_\_\_\_ as Surety,

are held and firmly bound unto the Township of Lebanon, as Owner, in the penal sum of the following:

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the Principal did on \_\_\_\_\_, 20\_\_, enter into a Contract with the Owner for Lebanon Township Museum Accessible Lavatory Addition, Lebanon Township, New Jersey, which said Contract is made a part of this Bond as though set forth herein:

NOW, if the said Principal shall remedy without cost to the Owner any defects which may develop during a period of two (2) years from the date of final completion for the work performed under the said Contract, provided such defects, in the judgment of the Owner are caused by defective or inferior materials or workmanship, then this obligation shall be void, otherwise it shall be and remain in full force and effect.

The said Surety hereby stipulates and agrees that no modifications, deletions or additions in or to the terms of the said contract or the Drawings or Specifications therefore shall in any way affect its obligation on this Bond.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this bond under seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST: PRINCIPAL

\_\_\_\_\_ By: \_\_\_\_\_  
Signature (Type or Print Name Below)

ATTEST: SURETY:

By: \_\_\_\_\_  
Signature (Type or Print Name Below)

*Power-of-Attorney and certificate of authority certified and effectively dated for person signing for Surety Company, and a financial statement, must be attached*

**NOTICE OF AWARD**

TO:

Project Description:

The OWNER has considered the Proposal submitted for the above described WORK in response to its Advertisement for Bids dated \_\_\_\_\_, 20\_\_\_\_, and Information for Bidders.

You are required by the Contract Documents to execute the Contract and furnish the Performance Bond, Certificates of Insurance (with copies of the policies including all endorsements), within twenty one (21) days, Sundays and holidays excepted, from the date of this Notice of Award.

If you fail to execute the Contract and to furnish satisfactory bonds, evidences of insurance and other required documents within twenty-one (21) days, Sundays and holidays excepted, from the date of this Notice of Award, or within such further time period as you and OWNER may in writing agree, the OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your bid as abandoned and as a forfeiture of your bid security. The OWNER will also be entitled to such other rights as may be provided by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

OWNER

BY: \_\_\_\_\_

TITLE:

\_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged by:

this the day of \_\_\_\_\_, 20\_\_\_\_,

By: \_\_\_\_\_  
Title

**NOTICE TO PROCEED**

TO: \_\_\_\_\_

DATE: \_\_\_\_\_

PROJECT:

\_\_\_\_\_  
\_\_\_\_\_

You are hereby notified to commence WORK in accordance with the Contract dated \_\_\_\_\_, 20 \_\_\_\_, on or before \_\_\_\_\_, 20 \_\_\_\_, and you are to complete all WORK within forty-five (45) consecutive calendar day thereafter. The date of completion of all WORK is therefore \_\_\_\_\_, 20 \_\_\_\_ .

Owner

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTANCE OF NOTICE TO PROCEED**

Receipt of the above **NOTICE TO PROCEED** is hereby acknowledged

by: \_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

By: \_\_\_\_\_ Title

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

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (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.* 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

(REVISED 9/07)

**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, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, 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, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the 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, 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)**.

**Exhibit C****Disclosure of Contributions to New Jersey Election Law Enforcement Commission (ELEC)**

N.J.S.A. 19:44A-20.27 establishes a new disclosure requirement for business entities. It requires that, when a business entity has received in any calendar year \$50,000 or more in public contracts with public entities, it must file an annual report with the Election Law Enforcement Commission (ELEC). The report shall disclose any contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind:

- To a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or,
- To a political party committee, legislative leadership committee, political committee or continuing political committee.

The report will include all reportable contributions made by the business entity during the 12 months prior to the reporting deadline. ELEC will be promulgating a form and procedures for filing commencing in January 2007. ELEC can also impose fines for failure to comply with this requirement.

While the local unit has no role in this process, it is recommended that all bid or proposal specifications and contracts should include language notifying business entities of their potential obligation under the law. Such language could read as follows:

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).