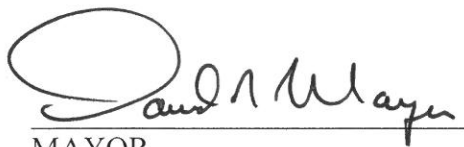


SPECIFICATIONS FOR THE RE-BID OF CARPET REPLACEMENT FOR  
THE GLOUCESTER TOWNSHIP MUNICIPAL BUILDING  
FOR THE TOWNSHIP OF GLOUCESTER  
COUNTY OF CAMDEN



MAYOR



DEPARTMENT HEAD



BUSINESS ADMINISTRATOR



SOLICITOR

BID OPENING DATE: WEDNESDAY, JUNE 10, 2015 @ 10:00 A.M.

SPECIFICATIONS # P.W.: 15-14

**TOWNSHIP OF GLOUCESTER, CAMDEN COUNTY**

**NOTICE TO BIDDERS**

NOTICE is hereby given that sealed proposals for the:

RE-BID OF CARPET REPLACEMENT FOR GLOUCESTER TOWNSHIP MUNICIPAL BUILDING

BID SPECIFICATION NUMBER: PW: 15-14

will be received no later than 10:00 am prevailing time on Wednesday, June 10, 2015, at the Municipal Building, 1261 Chews-Clementon Road, Chews Landing, New Jersey

PROPOSALS must be addressed to the Township Council and will be opened and read publicly at the above time and date, and should be in a sealed envelope marked:

RE-BID OF CARPET REPLACEMENT FOR GLOUCESTER TOWNSHIP MUNICIPAL BUILDING

DO NOT OPEN UNTIL: WEDNESDAY, JUNE 10, 2015@ 10:00 AM

PROPOSAL forms, instructions to bidders, specifications and other bidding documents may be examined or obtained at the office of the Township Clerk, 1261 Chews Landing Road, Laurel Springs, New Jersey, during normal business hours.

The Township Council reserves the right to reject any or all proposals in whole or in part, and to waive such informalities as may be permitted by law.

BIDDERS are required to comply with the requirements of P.L. 1975, Chapter 127, and P.L. 1977, Chapter 33.

Information on Affirmative Action Program requirements is available at the office of the Township Clerk, Municipal Complex, Chews-Clementon Road, Laurel Springs, New Jersey.

Rosemary DiJosie  
Township Clerk

BID PROPOSAL FORM

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

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

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

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

\$

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

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

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

\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

PROPOSAL FORM/SIGNATURE PAGES

To: Township Council  
Gloucester Township  
1261 Chews Landing Road  
Laurel Springs, NJ 08021

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

Council:

This proposal is submitted in accordance with your advertisement inviting proposals to be received for the project identified as: \_\_\_\_\_.

Having carefully examined the "Advertisement for Bids; Bidding Instruction", General Clauses", "Plans", etc. hereinafter, bulletins applying thereto, and being familiar with the various conditions affecting the work, the undersigned hereby agrees to furnish all materials, perform all labor, and all else necessary to complete the work in strict accordance with the specifications for prices as follows:

In case this proposal is accepted, the undersigned is hereby bound to enter into contract within ten(10) days after receipt of notice of acceptance for above mentioned work, in accordance with such specifications.

Subscribed and Sworn  
before me this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_

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

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

\_\_\_\_\_  
Signature

My commission expires \_\_\_\_\_

(Seal)



## INSTRUCTIONS TO BIDDERS

### NO DEPOSIT OR FEE IS REQUIRED FOR SPECIFICATIONS

#### QUALIFICATIONS OF BIDDERS

All bidders must be prepared to present suitable evidence of their financial standing and to furnish a list of similar work recently completed.

No verbal instructions or information to bidders will be binding. The specifications will be considered as clear and complete unless written attention is called to any discrepancies or incompleteness before the opening of bids. Should any written inquiries be received by the Business Administrator, these inquiries will be answered in the form of bulletins and issued to all bidders. These bulletins shall be considered a part of these specifications.

Bids will be considered as conclusive evidence of complete examination of specifications and samples. It is understood that parties making bids accept all the terms and conditions expressed and contained in the specifications attached to the proposal submitted.

A proposal Form/Signature Page is provided in these specifications. This form must be used in submitting a proposal and all pages of the form must be completely filled out and signed by the bidder.

#### PRESENTATION OF BIDS

Each bid must be enclosed in a sealed envelope and clearly marked on the outside: "BID PROPOSAL \_\_\_\_\_" (see advertisement, page 1), and delivered to the Office of the Township Clerk, 1261 Chews Landing Rd., Laurel Springs, New Jersey 08021.

#### WITHDRAWALS

No proposal may be withdrawn later than 4:30 p.m. prevailing time on the day of the opening of the bids. No modifications or explanations of any bid will be allowed after the same is sealed and delivered to the Township Clerk. The proposals will be opened and read publicly by the Township Council.

The Township Council reserves the right to reject any or all bids or parts thereof as deemed to be in the best interest of the Township and to waive any immaterial informalities as may be permitted by law.

#### FORM OF CONTRACT

The successful bidder will be required to execute a written contract with the Township Council within ten(10) days after notice of the acceptance of their proposal.

## SUPPLEMENT TO BID SPECIFICATIONS

### NON-DISCRIMINATION

During the performance of a contract, the contractor agrees as follows:

1. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicants for employment because of age, race, creed, color, national origin, ancestry, marital status, or sex. 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 or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Public Agency Equal Employment Opportunity Officer setting forth provisions of the non-discrimination clause.
2. 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 or sex.
3. The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has collective bargaining agreement or other contract or understanding a notice, to be provided by the Public Agency Equal Employment Opportunity Officer advising the labor union or workers representative of the contractor's commitments under this act and shall post copies of the notice in a conspicuous place available to employees and applicants for employment.
4. The contractor or subcontractor, where applicable agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L., c.127, as amended and supplemented from time-to-time.
5. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127 as amended and supplemented from time-to-time or in accordance with a binding determination of applicable county employment goals, determined by the Affirmative Action Office pursuant to section 5.2 of the regulations promulgated by Treasurer pursuant to P.L. 1975, c, 127 as amended and supplemented from time-to-time.

6. The contractor or subcontractor agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
7. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established and by application Federal Law and applicable Federal Court decisions.
8. The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex and conform with the applicable employment goals consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal Law and applicable Federal Court decisions.

Provisions 4, 5, 6, 7, or 8 not required for subcontractors with (4) or fewer employees or a contractor who has presented evidence of a Federally approved or sanctioned Affirmative Action Program

Submitted By:

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### BID BOND

Each bid shall be accompanied by a certified check, cashier's check or bid bond duly executed by the bidder as the principal and having as surety thereon a surety company approved by the Township of Gloucester in the amount not less than ten percent (10%), but in no case in excess of \$20,000.00 or the amount of bid. Any such bid bond shall be without endorsement or conditions. Bid shall also be accompanied with a certificate letter from a surety company stating that it will provide the bidder with the completion bond.

### SURETY BOND

The successful bidder will be required to furnish a surety bond in the amount of one hundred percent (100%) of the contract price, the condition of which shall be in the full and complete execution and performance of each and all of the terms contained in the contract, proposal, specifications and instructions to bidders. The bond shall meet all requirements of the Township Council.

NOTE: Surety bond is automatically required when the contract price exceeds nine hundred ninety nine dollars and ninety nine cents, (\$999.99); when the contract price is under \$999.99, surety bond may be required by the Township Council if they deem it necessary and in the best interest of the Township.

Entire cost of bond(s) shall be paid for by the individuals, firms, or corporations with whom the contract(s) are entered into for the execution of any other purchases, or the furnishing or hiring of any materials or supplies.

### CONSENT OF SURETY

A performance bond will be required from the successful contractor on this project, and consequent, all bidders shall, with their bid, a certificate in substantially the following form:

TO: \_\_\_\_\_  
(Owner)

RE: \_\_\_\_\_  
(Contractor)

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

This is to certify that the

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

will provide to \_\_\_\_\_ a performance bond  
(Owner)

in the full amount of awarded contract in the event that said contractor is awarded a contract for the above project.

\_\_\_\_\_  
(CONTRACTOR)

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

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

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

## SPECIFICATIONS

These specifications are intended to cover the furnishing of all materials and the performance of all work that may be required or necessary for the complete compliance of the contract and the contractor will be required to do all things. Where plans, drawings or schematics accompany certain sections of the specifications, these shall be considered as a part of these specifications.

## INTERPRETATIONS OF SPECIFICATIONS

Should the contractor discover discrepancies in the specifications, the matter shall be immediately brought to the attention of the Township of Gloucester and the discrepancies corrected by written agreement before proceeding further.

All explanation, interpretations and instructions required under these specifications will be given by the Township upon written request from bidders.

Equipment to be furnished (if applicable) shall be new, first-class, or as specifically stipulated in the detailed specifications and shall meet with the approval of the Township Council or their designated representative.

All equipment if applicable, shall conform to the requirements of these specifications and any equipment rejected by the Council as not complying with these specifications shall be immediately removed and replaced with acceptable equipment.

## EXTRA WORK

No extras or additional work will be allowed or paid for unless such extras or additional work is ordered in writing by the Township and the price fixed and agreed before such work is performed.

## ADDITIONS OR DEDUCTIONS

The Council of the Township of Gloucester shall have the right, without invalidating the contract, to make additions to or deductions from the work covered by these specifications and in case such deductions in cost shall be made between the Council and the contractor, but must be agreed to in writing.

## PROTECTION BY CONTRACTOR

The contractor agrees to indemnify and save harmless the Township and their representatives from all suits or actions of every nature and description brought against them or either of them, or on account of the use of patented or copyrighted material, appliances, products, or processes, with legal protection. The contractor shall not transfer or sublet any portion of the work covered by these specifications without written consent of the Township.

## GENERAL CLAUSE

### PROPOSAL FORMS

As noted under "instructions to bidders", attached to these specifications is a "Proposal Form/Signature Form", which must be completely filled out and signed by each bidder.

As these Instructions to Bidders, Specifications, Form of Proposal, Signature Page, General and Special Clauses, etc. all refer to each other and together constitute a whole legal binding agreement and must be returned together as when delivered to bidder.

**NO BID WILL BE ACCEPTED UNLESS SUBMITTED ON THE FORMS FURNISHED HEREIN**

All bids must be sealed, marked and delivered in accordance with the instructions in paragraph 5, and 6. Bids will be opened and read publicly by the Business Administrator at the time and day specified in the Advertisement for Bids. Reading of the bids will take place at the Municipal Building, 1261 Chews Landing Road, Laurel Springs, NJ 08021.

### DELIVERY

In general, deliveries shall be at such time and place as may be fixed by Council and shall not be made except upon definite instructions. See "Specifications" for delivery required under these present specifications.

### DISPOSAL OF MATERIALS, SUPPLIED ETC...NOT APPROVED.

Bidders shall understand that when materials, supplies, etc. have been delivered to the job which do not comply with the specifications and have not been approved, they shall be immediately removed upon notification to the contractor and replaced with material, supplied, etc., in full accordance with the specifications.

### PAYMENTS

Payments shall be made to the contractor within sixty(60) days of receipt of invoice, after inspection and acceptance of the material and/or work and approval of the invoice by the Township Council unless otherwise stipulated by the Township in the form of a contract.

### NUMBER OF WORKING DAYS

The contract shall contain the date which the work shall be completed or shall specify the number of working days to be allowed for its completion and/or delivery of materials equipment and supplies.



## **GENERAL REQUIREMENTS**

### **Summary of Work**

#### **General**

This Project involves removal of existing carpet and provision of new carpet, carpet wall base, and vinyl wall base in designated areas of the existing on the Municipal Building at 1261 Chews Landing – Clementon Road, Gloucester Township, New Jersey.

Work for this Project shall be done under a single overall Contract, including work of all trades, as required to complete the work as indicated on the Drawings and in the Specifications.

All work is to be done in accordance with all requirements of the New Jersey State Uniform Construction Code and other applicable regulations.

#### **Base Bid and Alternates**

The Contractor shall include in the total sum identified as Base Bid all work as necessary for completion of the portion of the Project described on the Drawings and the Specifications and not identified as an “Alternate”.

The Contractor shall include all modifications on his work, omissions of work, or additional work necessary by reason of the Owner’s acceptance of Alternates, and shall perform such work in accordance with the Drawings and/or applicable provisions of the Specifications. The cost associated with each Alternate shall include all aspects of labor, material, and associated costs for a complete installation whether or not specifically mentioned as part of the Alternate.

#### **TIME OF COMPLETION**

In as much as time is of an essence for completion of the work under this Contract all work shall be fully completed within 90 calendar days of the Date of Notice to Proceed. If the Contractor fails to complete this Project in full compliance with the Provisions of this Contract within this stipulated time, or within such future time as may be granted by the Owner under the Terms of this Contract, then the Contractor, shall, and hereby agrees to, pay the Owner as liquidated damages, not as a penalty, the sum of One Hundred Dollars (\$100.00) for each consecutive calendar day after the stipulated time for completion that is required to complete the work. Any such liquidated damages shall not in any way release the Contractor from the obligations of his Contract with the Owner.

It shall be the responsibility of the General Contractor to coordinate his work of the subcontractors so that they may be completed in the allotted time.

#### **OWNER’S USE OF SITE**

The Contractor shall coordinate the schedule of the Work with the Owner in order to minimize disruption of the Owner’s normal operation of the facility. Generally, the required work shall be scheduled with the Owner sufficiently in advance of the time the Work is to be performed to allow the Owner time to make any temporary adjustments in normal operating procedures or functions. All work in each area of the



Project shall be completed as quickly as possible to allow the Owner to return to normal operating conditions on/of the facility.

### **CONTRACTOR'S USE OF SITE**

Unless otherwise agreed by the Owner, the Contractor shall schedule work of removal and installation of carpet to occur in the spaces and within the times as follows:

1. Council Chambers A-109 and Office A-109-1  
Wednesday, Thursday, Friday and Saturday, no earlier than 7 a.m.
2. Clerk's Office A-104  
Four (4) rooms Friday and Saturday, no earlier than 7 a.m.
3. First floor corridor and A-100 Tax Window area  
Friday and Saturday, no earlier than 7 a.m.
4. Lower level corridor and Closet LL2  
Friday and Saturday, no earlier than 7 a.m.
5. Upper level corridor and second floor Police Department  
Friday and Saturday, no earlier than 7 a.m.
6. Second floor corridor leading to Community Development  
Friday and Saturday, no earlier than 7 a.m.
7. Detectives 104 six (6) areas and office 105  
Friday and Saturday, no earlier than 7 a.m.
8. Briefing Room  
Wednesday, Thursday, Friday and Saturday, no earlier than 7 a.m.
9. Legal Offices 219 three (3) rooms  
Friday and Saturday, no earlier than 7 a.m.

All areas must be returned to a clean and safe condition following each day's work where the area is to be available for the Owner's use the following day.

The Contractor shall limit his use of the premise to the work indicated and confine operations at the site to the areas permitted. Portions of the site beyond areas on which work is indicated are not to be disturbed.

The Contractor shall assume full responsibility for the protections and safekeeping of all products under this Contract and stored on the site.

### **MEASUREMENTS AND INSPECTIONS**

The Contractor will be held to have examined the site prior to submitting his bid and have informed himself of all existing conditions affecting the Work.

Before ordering any material, or doing any work the Contractor, Subcontractors, and suppliers must obtain measurements of the various parts and installations from each other so that parts will fit the work of all trades.

## **PAYMENTS**

### **Schedule of Values:**

Prepare a schedule of values to show breakdown of Contract sum corresponding with Payment Request breakdown line items, and submit within six (6) days of award of the Contract. Show dollar value of each unit work schedule and revise each time the schedule is affected by change or other value revision.

Requests for payment shall be submitted monthly in TRIPLICATE to the Owner as directed, not later than 5 days after the end of the calendar month (or other mutually agreed time period) for which the request is being submitted. The form of request shall be on properly completed AIA Document G702, "Application and Certification for Payment", supported by AIA Document G703, "Continuation Sheet", accompanied by a properly executed Gloucester Township Voucher Form and any other documentation as may be required.

### **Removals**

All carpets and wall base in areas designated to have new carpet and wall base shall be removed and immediately taken from site, unless otherwise directed by the Owner. Disposal of all material shall be made in a lawful manner.

During removal of any existing materials, care shall be taken not to remove, disturb, or damage adjacent materials or finishes. Contractor shall be responsible for correcting any such damage as may occur to its previously undamaged condition, satisfactory to the Owner.

At all times the premises shall be kept clean and free of debris resulting from the Work. All temporary materials shall be removed prior to job completion and the premises shall be left completely clean and free of any signs of temporary or excess job related materials.

### **Submittals**

For wall base only, submit minimum 2" wide samples of the manufacturer's full range of available standard colors for selection.

For carpet and adhesive submit manufacturer's product literature, inspection/test reports and warranty information indicating full compliance with the Specification requirements.

Submit manufacturer's written warranty and maintenance instructions.

## **Temporary Facilities**

### **Security**

Contractor shall be solely liable for loss of materials, work or equipment by theft, vandalism or other causes and take such precautions as the Contractor sees fit to protect himself and the Owner from loss there from.

At the end of day's work, protect new work liable to damage with temporary covering.

**Safety**

The Contractor shall furnish, install and maintain suitable temporary barriers, warning lights, and similar devices where appropriate or required by regulations, as required to effectively protect project from losses and persons from injury during the course of construction.

Each Contractor and Subcontractor on the Project shall be responsible for full compliance with the regulations established under the Federal Occupation Safety and Health Act (OSHA), whether associated with the furnishing of equipment and/or system, the construction of facilities, the performance of services, or any similar contractual relations. Each Contractor and Subcontractor shall be responsible for any violations of the regulations, including payment of costs involved with corrections of violations, hearing or appeal procedures, and claims and/or fines associated with said violations.

**Deliveries**

Deliveries and receipt thereof of all materials and equipment for work on the Project shall be the responsibility of the Contractor.

Deliver, store and handle materials and equipment so as to prevent damage or breakage. Deliver materials in original containers where applicable. Contractor shall repair or replace as his expense any and all materials received and/or handled by him for installation on the Project which are damaged or broken during Contractor's handling of materials.

**Protection of Work**

During construction and until final acceptance of the Work, Contractor shall protect and be responsible for all work and shall protect the Work immediately after installation.

**Cleaning and Removal of Debris****General**

The Contractor shall be responsible for removal of rubbish and debris resulting from the Work. The Contractor shall at all times assure that the area within the limits of the Contracts and the adjoining areas, including roadways, access areas, and storage areas, used by him be free of waste and rubbish, and he shall clean up the site and remove all rubbish as work progresses. Where products are delivered in crates, cartons or boxes the Contractor shall remove the resulting rubbish.

Rubbish shall be removed daily and shall not be permitted to accumulate on the premises.

**Final Cleaning**

At the completion of the Work in each area the Contractor shall vacuum the new carpet and adjacent areas as necessary to remove all excess adhesive visible on the surface of the carpet or other surfaces.

All marks visible on the surface of the wall base shall be removed.

Use only cleaning materials and methods recommended by manufacturer of the surface to be cleaned, and use cleaning materials only on surfaces recommended by cleaning material manufacturer.

**Maintenance Instructions**

At the Completion of the Work, the Contractor shall provide the Owner with the carpet manufacturer's written maintenance instructions and shall review with the Owner's representative any special maintenance requirements.

**Guarantees and Warranties**

In addition to the required products guarantees/warranties required in the Specifications, the Contractor shall guarantee that all work for this building, under this Contract, shall be free from defects of faulty labor and/or materials for a period of one (1) year from date of final acceptance of the building. This guarantee is to be provided within the limitations of other guarantees or warranties in the Contract Documents. This requirement shall not expend or supersede any guarantees or warranties stated, implied, or offered or specified in these Contract Documents.

Final payments are contingent upon the Owners receipt of such guarantees from the Contractor and Subcontractors.

The Contractor shall make or cause the Subcontractor who is responsible to make any repairs or replacements necessary, by reason of any defects in materials or workmanship or failure to meet the requirements of the specifications, which may develop within one year from date of final payment.

## **RESILIENT WALL BASE**

### **PART 1 – GENERAL**

#### **Submittals**

Submit minimum 2” long samples representing manufacturer’s full line of standard colors for selection by the Owner.

#### **Delivery, Storage and Handling**

Deliver materials to project site in original factory wrappings and containers, labeled with identification of manufacturer, brand name and lot number.

Store materials, in area(s) approved by the Owner, in original, undamaged packages and containers inside well ventilated area protected from weather, moisture, soilage, extreme temperatures, and humidity. Maintain minimum temperature of 68°F (20°C) at least three (3) days prior to and during installation in area where materials are stored.

#### **Project Conditions**

Substrate: Installer must examine the substrates, and the condition under which the material is to be installed, and notify the Contractor in writing of any conditions detrimental to the proper completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the installer.

#### **Extra Material**

Deliver to Owner, extra base material (machine products installed) package in protective covering for storage and identified with labels describing contents. Provide extra materials in full length strips and in a quantity equal to a minimum of 5% of amount installed.

### **PART 2 – EXECUTION**

Removal: Contractor will remove all existing straight or cove base in areas to receive new carpet installation. The Contractors shall clean away all debris and deposits of old adhesive to provide clean, smooth substrate.

Patch hole and fill depressions in wall surface to provide smooth surface to receive new base.

#### **Installation:**

Apply wall base to walls, pilasters, casework and other permanent surfaces where existing base has been removed. Install base in lengths as long as practicable with mitered or coped inside corners and heat formed outside corners. Tightly bond base to substrate throughout length of each piece, with continuous contact at horizontal and vertical surfaces. Maintain top edge of adjacent lengths on the straight alignment.

Avoid overrun or outflow of adhesive onto exposed surfaces and finished floor materials.

Cleaning: Remove any excess adhesive or other surface blemishes, using appropriate cleaner recommended by wall base manufacturer.

## **CARPET**

### **Part 1 - General**

#### **Submittals**

Product Data, for information only each type of carpet material and installation accessory required showing that materials comply with requirements data sheets and specifications. Also include installation instructions and maintenance recommendations; indicate by transmittal that copies of the instructions have been distributed by the installer. Submit written data on physical characteristics, durability, resistance to fading, and flame resistance characteristics; include Certified laboratory test reports verifying flammability in accordance with DOC-FF-1-70 and that carpet is non-toxic (all materials, individually and in total composition).

Shop drawings showing layouts and seaming diagrams. Indicate location and types of edge strips, columns, doorways, enclosing walls or partitions, and locations where cutouts are required in carpet. Show installation details at special conditions.

Samples for selection and/or verification purposes in sizes indicated showing full range of color, texture, and pattern variations expected.

Submit two (2) of each of the following:

For verification: minimum 12" x 17" samples of each type of carpet material required

For selection: minimum 12 – inch long sample of each type of exposed edge stripping and accessory item.

#### **Quality Assurance**

Installer: Engage a carpet installation firm, which has at least five (5) years successful experience in carpet installations similar, per test method below, by UL or other testing and inspecting organizations acceptable to authorities having jurisdiction. Identify carpet with appropriate markings of applicable testing and inspecting organization.

Carpet Surface Burning Characteristics: Provide carpet identical to that tested for the following fire performance characteristics, per test method below, by UL or other testing and inspecting organizations acceptable to authorities having jurisdiction. Identify carpet with appropriate markings of applicable testing and inspecting organization.

Test Method: DOC-FF-1-70

Rating: Pass

**Warranty**: Provide manufacturer's standard ten (10) year limited wear warranty.

## **Delivery, Storage, and Handling**

Deliver materials to project site in original factory wrapping and containers, labeled with identification of manufacturer, brand name, and lot number.

Store materials, in areas(s) approved by the Owner, in original undamaged packages and containers, inside well-ventilated area protected from weather, moisture, soilage, extreme temperatures and humidity. Lay flat, blocked off ground. Maintain minimum temperatures of 68°F (20°C) at least three (3) days prior to and during installation in area where materials are stored.

## **Project Conditions**

Substrate: Installer must examine the substrates, and the conditions under which the carpeting is to be installed, and notify the Contractor in writing of any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in manner acceptable to the Installer.

Deliver extra materials to Owner. Furnish extra materials products installed as described below, packaged with protective covering for storage and identified with labels describing contents.

## **Part 2 - Products**

Carpet: Subject to compliance with requirements, provide the following:

|                               |                                                |
|-------------------------------|------------------------------------------------|
| Mohawk Group                  |                                                |
| Color – 558 Eastlake          |                                                |
| Brand.....                    | Bigelow                                        |
| Style Name/Number.....        | Kudo/BC110                                     |
| Construction.....             | Tufted                                         |
| Surface Appearance.....       | Textured Multi Colored Loop                    |
| Gauge.....                    | 1/10" (39.37 rows per 10cm)                    |
| Tufted Weight.....            | 30 oz/yd <sup>2</sup> (1017 g/m <sup>2</sup> ) |
| Dye Method.....               | Solution Dyed                                  |
| Fiber Type.....               | Colorstrand SD Nylon                           |
| Stain Release Technology..... | Sentry Plus Stain Protection                   |
| Soil Release Technology.....  | Sentry Soil Protection                         |
| Backing Material.....         | ActionBac®                                     |
| Indoor Air Quality.....       | Green Label Plus Certified #8216               |
| NSF 140.....                  | Gold                                           |
| Width.....                    | 12" width (3.66m)                              |
| Pattern Repeat.....           | 0.75 (W) x 1.0 (Glue Down)                     |
| Foot Traffic                  |                                                |
| Recommendation.....           | Severe Traffic                                 |
| Flammability.....             | ASTM E 648 Class 1 (Glue Down)                 |
| Smoke Density.....            | ASTM E 662 Less than 450                       |

Static Propensity.....AATC-134 Under 3.5 KV  
Warranties: Lifetime Limited Wear Warranty, Lifetime Limited Colorfast to Light 10 Year  
Limited Colorfastness to Atmospheric Containments, 10 Year Stain Warranty, Lifetime Static

### **Accessories**

Carpet Edge Guard: Extruded or molded heavy-duty vinyl or rubber of size and profile indicated; minimum 2-inch-wide anchorage flange; colors to be selected by Owner from manufacturer's colors.

Seaming Cement: Hot-melt adhesive tape or similar product recommended by carpet manufacturer for taping seams and butting cut edges at backing to form secure seams and to prevent pile loss at seams.

Carpet Adhesive: Water resistant and non-staining Premium Commercial multi-purpose adhesive or other similar product as recommended by carpet manufacturer and approved by the Owner to comply with flammability requirements for installed carpet.



## **Part 3 – Execution**

### **Preparation**

Removal: Remove all carpet in all areas to receive new carpet and base. Contractor will remove all carpet wall base in areas to receive new carpet and base. Contractor shall clean away all debris and deposits of old adhesive to provide clean, smooth substrate. If necessary (as required by manufacturer of new adhesive or as indicated by on-site test), to avoid incompatibility of materials, remove residue of existing adhesive or provide sealer recommended for such sealing purposes and compatible with both existing and new materials.

Patch holes and level to a smooth surface. If previous finish chemically stripped, reseal concrete. Seal powdery or porous surface with sealer recommended by carpet manufacturer.

### **Installation**

Comply with manufacturer's recommendations for seam locations and direction of carpet; maintain uniformity of carpet direction and lay pile. At doorways, center seams under door in closed position; do not place seams perpendicular to door frame, in direction of traffic through doorway. Do not bridge building expansion joints with continuous carpet.

Extend carpet under removable flanges and furnishings and into alcoves and closets of each space.

Provide cutouts where required, and bind cut edges where not concealed by protective edge guards or overlapping flanges.

Install carpet edge guard where edge of carpet is exposed; anchor guards to substrate.

Provide Carpet Wall Base where existing carpet wall base is removed. Install carpet wall base of material to match floor carpet, in lengths as long as practical. Tightly bond to substrate throughout length of each piece. Where top edge of carpet wall base is exposed to view, provide carpet binding stitched to exposed edge.

Install with pattern parallel to walls and borders

Install carpet by trimming edges, butting cuts with seaming cement, and taping and/or sewing seams to provide sufficient strength for stretching and continued stresses during life of carpet.

Stretch carpet to provide smooth, ripple free, taut, trim edges; secure to stripping and conceal behind edge of stripping. Use power stretcher where carpet is greater than 20 feet.

Fit sections of carpet prior to application of adhesive. Trim edges and butt with seaming cement.

Apply adhesive uniformly to substrate in accordance with manufacturer's instructions. Butt edges tight to form seams without gaps. Roll entire area lightly to eliminate air pockets and ensure uniform bond.

### **Cleaning**

Remove adhesive from carpet surface with manufacturer's recommended cleaning agent.

Remove and dispose of debris and unusable scraps. Vacuum with commercial machine with face-beater element. Remove soil, Replace carpet where soil cannot be removed. Remove protruding face yarn.

Vacuum carpet.

### **Protection**

Provide final protection and maintain conditions, in a manner acceptable to manufacturer and installer, to ensure carpet is not damaged or deteriorated at time of Completion.

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

GOODS AND SERVICES CONTRACTS  
(INCLUDING PROFESSIONAL SERVICES)

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

The successful bidder shall submit to the public agency, after notifications 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

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

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

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

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

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

SIGNATURE \_\_\_\_\_

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

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

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

### EXEMPTION FROM FEDERAL EXCISE AND NEW JERSEY SALES TAX

The Township of Gloucester is exempt from Federal Excise Taxes and the New Jersey Sales Tax. Net prices as shown in the proposal shall exclude said Federal and State Tax amounts.

NOTE: This provision shall not apply to construction, repair and/or maintenance contracts where bidder purchases supplies, materials, and/or equipment and includes costs thereof in computation of his bid or proposal.

### NEW JERSEY PREVAILING WAGE ACT

All work on this project shall comply with the requirements under the 1963 Revised Statutes of New Jersey Chapter 150, "Prevailing Rate of Wages on Public Contracts".

Current applicable Wage Rate Determination of the State of the New Jersey Department of Labor shall become part of the contract.

### DOMESTIC PRODUCTS

Only manufactured products of the United States, wherever available, shall be used in connection with this undertaking, pursuant to 40A:11-18 of the Revised Statutes of the State of New Jersey.

### PUBLIC DISCLOSURE

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, County, Municipal, or School District 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. The statement shall set forth the names and addresses of all stockholders in the Corporation or Partnership who own ten percent (10%) or more of its stock or any class, or of all individual partners in the Partnership who owns a ten percent (10%) or greater interest therein.

FAILURE TO SUPPLY THIS INFORMATION WITH "FORM OF PROPOSAL" WILL BE CAUSE TO REJECT THE BID

AFFIDAVIT FOR AFFIRMATIVE ACTION

(This Affidavit is part of the Proposal)

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

being duly sworn, deposes and says that he/she resides at:

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

and that he/she is the \_\_\_\_\_ of \_\_\_\_\_  
who signed the foregoing Proposal of Bids, that during the course of this contract, he/she will agree  
to the Plan for Affirmative Action.

Subscribed and Sworn to

before me on the \_\_\_\_ day

of \_\_\_\_\_ 20 \_\_\_\_

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

\_\_\_\_\_  
My Commission Expires:

(Seal)

GOODS, PROFESSIONAL SERVICES AND  
GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of the 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, sex, affectional or sexual orientation. 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 the regulations promulgated by the Treasurer to P.L. 1975, c.127, as amended and supplemented from time-to-time and the Americans with Disabilities Act. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127 as amended and supplemented from time-to-time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time-to-time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal Law and applicable Federal Court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal Court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time-to-time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code(NJAC 17:27).

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
(NAME) PRINT OR TYPE

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

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

## 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  
(Title of Bid Proposal)

executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or 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 \_\_\_\_\_ relies upon the truth of the statements contained in said Proposal  
(Name of contracting unit)

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 \_\_\_\_\_.

Subscribed and sworn  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_

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

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

\_\_\_\_\_  
(Signature)

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

(Seal)



CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT

I, \_\_\_\_\_ of the (City, Town, Township, Borough, etc.)  
of \_\_\_\_\_ in the County of \_\_\_\_\_ and the  
State of \_\_\_\_\_ of full age, being duly sworn according to law on my  
oath depose and say that:

1. I am a(n) owner, partner, shareholder or officer of the company set forth  
below and am duly authorized to execute this affidavit on its behalf.

(Check Appropriate Statements(s))

\_\_\_\_\_ I own, lease or control the necessary equipment required by the plans,  
specifications, and advertisements under which bids are asked for.

\_\_\_\_\_ I do not own, lease or control all the necessary equipment required by plans,  
specifications, and advertisements under which bids are asked for.

If the bidder is not the actual owner or lessee of all the necessary equipment  
provide the source from which the equipment will be obtained (Attach  
additional sheets if necessary.)

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

Attach certification 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.)

Subscribed and sworn

before me this \_\_\_\_\_ day

of \_\_\_\_\_, 2 \_\_\_\_\_

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

My Commission Expires:

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

\_\_\_\_\_  
(Name of Company)

(Seal)

### PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 required that each contractor submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate(BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at [www.nj.gov/dca/lgs/lpcl/busregis/bus](http://www.nj.gov/dca/lgs/lpcl/busregis/bus) or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the Use Tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq) on all sales of tangible personal property delivered into this state.

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

NEW JERSEY "BUSINESS REGISTRATION CERTIFICATE" FORM

P.L. 2004 Ch. 57 requires that Business Organization's, be registered with the New Jersey Department of Treasury, Division of Revenue. The definition in the law is as follows:

"Contractor" means a business organization that seeks to enter or has entered into a contract with a contracting agency, to provide goods, services, or a construction project, the cost of which exceeds 15% of the contracting unit's bid threshold.

Please indicate below, for the bidder and all subcontractors listed on the "Subcontractor Declaration" herein, as to their registration with the NJ Department of Treasury, Division of Revenue in accordance with P.L. 2004, Ch57.

Proof of registration is required for all contractor's and named subcontractor's. Proof of registration means a copy of the organization's Business Registration Certificate". No other form can be substituted to fulfill this requirement.

Copies of the Business Registration Certificate shall be submitted and attached to this form.

| <u>Name</u>          | <u>Not Registered</u> | <u>Registration<br/>Number</u> |
|----------------------|-----------------------|--------------------------------|
| Bidder_____          | _____                 | _____                          |
| (Subcontractor)_____ | _____                 | _____                          |
| (Subcontractor)_____ | _____                 | _____                          |
| (Subcontractor)_____ | _____                 | _____                          |
| (Subcontractor)_____ | _____                 | _____                          |

Subscribed and Sworn  
before me this \_\_\_\_ day  
of \_\_\_\_\_ 20\_\_\_\_.

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

My Commission Expires \_\_\_\_\_

(Seal)

\_\_\_\_\_  
Signature

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

## CONSTRUCTION CONTRACT

During the performance of this contract the contractor agrees as follows:

- 1) 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, or sex. 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 or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Equal Employment Opportunity Officer setting forth provisions of this non-discrimination clause.
- 2) 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 or sex.
- 3) 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 Public Agency Equal Employment Opportunity Officer advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice in a conspicuous place available to employees and applicants for employment.
- 4) The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c 127, as amended and supplemented from time-to-time.
- 5) When hiring workers in each construction trade, the contractor or subcontractor agrees to attempt in good faith to employ minority workers in each construction trade consistent with applicable employment goal prescribed section 7.3 of said regulation; provided however, that the Affirmative Action Office may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provision 1, 2 and 3 as long as the Affirmative Action Office is satisfied that the contractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Affirmative Action Office, that its percentage of active "card carrying" members who are minority workers is equal to or greater than the applicable employment goal prescribed by section 7.3 of the regulations promulgated by the treasurer pursuant to

P.L. 1975, c. 127, as amended and supplemented from time-to-time. 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(3) days of the contractor award, seek assurance 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 regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as it is supplemented and amended from time-to-time. If the contractor or subcontractor is unable to obtain said assurance from the construction trade union at least five(5) days prior to the commencement of construction work, the contractor or subcontractor agrees directly to attempt to hire minority workers consistent with the applicable employment goal. If the contractors' or subcontractors' prior experience with a construction trade union regardless of whether the union provided said assurance indicates a significant possibility that the trade union will not refer sufficient minority workers consistent with the applicable employment goal by complying with following hiring procedures prescribed under(2): and the contractor or subcontractor further agrees immediately to take said action if it determines or is so notified by the Affirmative Action Office that the union is not referring minority workers consistent with the applicable employment goal.
- B. If the hiring of a work force consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of the preceding provision(1), or if the contractor or subcontractor 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 goal:
  - 1. To notify the Public Agency Compliance Office, Affirmative Action Office and at least one minority referral organization of its manpower needs and request the referral of minority workers;
  - 2. To notify any minority workers who have been listed with it as awaiting available vacancies;
  - 3. Prior to commencement of work, to request the local construction trade union if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, to refer workers to fill job openings;

4. To leave standing requests for additional referral of minority workers with the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment service and the other approved referral sources until such time as the work force 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 consistency with the applicable State and Federal Statutes and Court decisions, that sufficient minority employees remain on the site consistent with the employment and to employ any minority workers laid off by the contractor or any other construction site in the area on which its work force composition if not consistent with any employment goal established pursuant to the regulations implementing P.L. 1975, c. 127;
6. To adhere to the following procedure when minority 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, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's work force in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualification standards; provided however, that a contractor or subcontractor shall determine that the individual at least possesses the skills and experience recognized by any workers skills and experience classification determination which may have been made by a Public Agency Compliance Officer, Union, Apprentice Program or a Referral Agency, provided the Referral Agency is acceptable to the Affirmative Action Office and provided further, that if necessary, the contractor shall hire minority workers who qualify as trainees pursuant to subsection 2(k) of these regulations. All of the requirements of the paragraph, however, are limited by the provisions of paragraph (c) below.
  - ii. If the contractor's subcontractor's work force is consistent with applicable employment goals, the name of said minority group individual shall be maintained on a waiting list for first consideration in the event the contractor's or subcontractor's work force is no longer consistent with the applicable employment goal.



iii. If for any reason said contractor or subcontractor determines said minority group individual is not qualified or if said individual qualifies as an advance trainee or apprentice, said contractor or subcontractor shall inform said individual in writing with the reasons for the determination and maintain copy in its files, and send a copy to the Public Agency Compliance Officer and the Affirmative Action Office.

7. To keep a complete and accurate record of all requests made for the referral of works in any trade covered by the contract, and said records shall be kept on forms made available by the Affirmative Action Office and shall be submitted promptly to that office upon request.

C. The contractor or subcontractor agrees that nothing contained in the preceding provision(3) shall preclude the contractor or subcontractor from complying with hiring all apprenticeship provisions in any applicable collective bargaining agreement 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 arrangements; provided, however, that where the practices of a union or apprenticeship program will result in the exclusion or minority persons or the failure to refer minority group persons consistent with the county employment goal, the contractor or subcontractor shall not be required to employ minority advanced trainees and trained in numbers which result in the employment of advanced trainees as percentage of the total work force for 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 the preceding provision (b), it shall, where practicable, employ minority workers residing within the geographical jurisdiction of the residing union.

D. The contractor agrees to complete monthly Project Manning Reports on forms provided by the Affirmative Action Office or in the form prescribed by the Affirmative Action Office and submit a copy of said form no later than three(3) days after signing a construction contract and said form once a month thereafter for the duration of this contract the Affirmative Action Office and to the Public Agency Compliance Officer. The contractor agrees to cooperate with the Public Agency in the payment of budgeted funds, as if necessary, for on-the-job programs for outreach and training of minority trainees employed on the construction projects.

Provision 4 and 5 not required for contractors or subcontractors with four(4) or fewer employees or a contractor who has presented evidence of a Federally approved or sanctioned Affirmative Action Program.

CONTRACT FORM

TOWNSHIP OF GLOUCESTER - CAMDEN COUNTY, NEW JERSEY

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between the TOWNSHIP OF GLOUCESTER, COUNTY OF CAMDEN, a Municipal Corporation of the STATE OF \_\_\_\_\_, part of the second part;

The vendor/contractor agrees to sell/construct and the purchaser agrees to buy the following upon the terms and conditions hereinafter set forth.

The vendor/contractor and the purchaser agrees, to be bound by the terms of the Notice to Bidders, Instruction to Bidders General Conditions and Specifications attached hereto and made a part of hereof, and delivery shall be made when and as directed by the purchaser. The vendor/contractor further agrees to furnish a bond with sufficient surety in the amount of \_\_\_\_\_ the amount of this contract, guaranteeing performance of the contract or delivery to be made a part hereof. The purchaser agrees to make payments in accordance with the terms of proposal.

This contract constitutes the entire agreement between the parties hereto and its provisions shall not be changed except in writing, agreeable to both parties. This contract shall expire \_\_\_\_\_.

\_\_\_\_\_  
TOWNSHIP CLERK

(Corporate Seal)  
ATTEST:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE



## PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.25, et seq. Requires that a general or prime contractor and any listed subcontractors name 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 at any tier have their certificate prior to starting work on the job.

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

## PUBLIC WORKS CONTRACTOR REGISTRATION FORM

C.34:11-56.48, p.l. 1999, Ch. 238 requires that contractors and subcontractors, in certain instances, be registered with the New Jersey Department of Labor, Division of Wage and Hour Compliance. The definition in the law is as follows.

"Contractor means a person, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof who enters into a contract which is subject to the provisions of the "New Jersey Prevailing Wage Act", P.L. 1963, C150 (c.34:11-56.25 et seq.). For the construction, reconstruction, demolition, alteration, repair or maintenance of a public building regularly open to and used by the general public or a public institution, and includes any subcontractor or lower tier subcontractor of a contractor as defined herein, except that, for the purposes of this act, no pumping station, treatment plant or construction, reconstruction, demolition, alteration, repair or maintenance shall be regarded as public building regularly open to and used by the general public or a public institution.

Please indicate below, for the bidder and all subcontractors listed on the "Subcontractor Declaration" herein, as to their registration with the NJ Department of Labor, Division of Wage and Hour Compliance in accordance with P.L. 1999, Ch. 238

| <u>NAME</u>                     | <u>NOT REGISTERED</u> | <u>REGISTRATION #</u> |
|---------------------------------|-----------------------|-----------------------|
| Bidder _____<br>(Subcontractor) | _____                 | _____                 |
| _____<br>(Subcontractor)        | _____                 | _____                 |
| _____<br>(Subcontractor)        | _____                 | _____                 |
| _____<br>(Subcontractor)        | _____                 | _____                 |

IF IN THE PROCESS OF REGISTRATION, BUT HAVE NOT YET RECEIVED A REGISTRATION NUMBER, ATTACH PROOF OF APPLICATION FOR CONTRACTOR AND/OR SUBCONTRACTORS.

Registration forms are available by contacting Contractor Registration Unit at (609) 292-9464.

Subscribed and sworn before me this  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
(Name & Title Type or Print)

My Commission Expires) \_\_\_\_\_ 20\_\_\_\_\_

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

The contractor and the Township of Gloucester, do hereby agree that the provisions of Title 11, of the Americans With Disabilities Act of 1990 42 U.S.C. S12101 et seq, which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant 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 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 subcontractor for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agree 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.