

SPECIFICATIONS FOR
TRAFFIC CONTROL MAINTENANCE (EXCLUDING RELAMPING)
FOR THE TOWNSHIP OF GLOUCESTER
COUNTY OF CAMDEN

MAYOR



DEPARTMENT HEAD



BUSINESS ADMINISTRATOR



SOLICITOR

BID OPENING DATE: JULY 31, 2013 @ 10:00 AM

SPECIFICATIONS # P.W.: 13-05

TOWNSHIP OF GLOUCESTER

COUNTY OF CAMDEN, NEW JERSEY

NOTICE TO BIDDERS

NOTICE is hereby given that sealed proposals for the :

TRAFFIC CONTROL MAINTENANCE (EXCLUDING RELAMPING)

BID SPECIFICATION NUMBER PW:13-05

Will be received not later than 10:00 am prevailing time on Wednesday, July 31, 2013
at the Municipal Building, 1261 Chews Landing Road, Laurel Springs, New Jersey 08021

PROPOSALS must be addressed to the Township Clerk, P.O. Box 8, Blackwood, New Jersey 08012 and will be opened and read publicly at the time and date, and should be in sealed envelopes marked:

TRAFFIC CONTROL MAINTENANCE (EXCLUDING RELAMPING)
DO NOT OPEN UNTIL: JULY 31, 2013 @ 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 requirement 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, and New Jersey.

Rosemary DiJosie
Township Clerk

SPECIFICATIONS FOR
TRAFFIC CONTROL MAINTENANCE (EXCLUDING RELAMPING)
THE TOWNSHIP OF GLOUCESTER, CAMDEN COUNTY

BIDDER: Please list here your name,
address, and phone number.

BIDDER: _____

ADDRESS: _____

PHONE NUMBER: _____

OPENING DATE: JULY 24, 2013@ 10:00AM

SPECIFICATIONS #: PW: 13-05

**WE ARE WAIVING
THE REQUIREMENTS FOR
THE SURETY BOND
WHICH IS LOCATED ON
PAGE 17**

D. PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration with the bid proposal. 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/nibgs 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.

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 Township Manager, 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: "PURCHASE OF _____" (see advertisement, page 1), and delivered to the Office of the Township Clerk, Municipal Hall, 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

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 agree 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 Public Works Director at the time and day specified in the Advertisement for Bids. Reading of the bids will take place at the Municipal Hall, 1251 Chews Landing-Clementon Road, Laurel Springs, New Jersey 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 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.

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.

QUANTITY, DELIVERY, AND APPROPRIATION

Unless otherwise specified on the Form of Proposal or in the Special Instructions for an individual class of commodity, the quantities listed on the Form of Proposal are estimate only, and the Township does no guarantee to purchase any definite quantities. The amount purchased however, shall be all of the Township requirements during the term of the contract, whether they be more or less than the estimate given. Also, the quantities purchased by the Township are limited to the amount of monies budgeted and appropriated for same under New Jersey Statues. In the case of all awards made on the basis or price F.O.B. delivered to the Township, the supplier shall be required to make deliveries to the Locations and in the quantities designated by the Township.

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 SUPPLEMENT TO BID SPECIFICATIONS (Exhibit A)

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 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 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 the 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 by applicable 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

(Exhibit B)

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, C127, 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 Regulations; 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 provisions 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 three (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 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 assurances 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 contractor's or subcontractor's 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 the 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 of 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 Officer, 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 goal, 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 is 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 qualifications 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 this paragraph, however, are limited by the provisions of paragraph (c) below.
 - ii. if the contractor's or subcontractor's work force is consistent with applicable employment goal, 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 to 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 hall or apprenticeship provisions in any applicable collective bargaining agreement or hiring hall 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 of 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 to 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 and off-the-job programs for outreach and training of minority trainees employed on the construction projects.

Provisions 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.

TOWNSHIP OF GLOUCESTER - CAMDEN COUNTY, NEW JERSEY

PUBLIC DISCLOSURE INFORMATION

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 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 own a ten percent (10%) or greater interest herein.

**FAILURE TO SUPPLY THIS INFORMATION WITH FORM OR PROPOSAL WILL BE
CAUSE TO REJECT THE BID**

NAME

ADDRESS

No Individual Stockholder or Partner owns ten percent (10%) or more of this Corporation or Partnership.

Use reverse side of sheet for additional Stockholders.

Company's Name

Signature

Title

AFFIDAVIT FOR AFFIRMATIVE ACTION

(This Affidavit is part of the Proposal.)

STATE OF: _____

COUNTY OF: _____

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

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

Subscribed and Sworn to before me on the _____ day of _____, 20____.

(Seal)

(Notary Public)

My Commission expires:

NON-COLLUSION AFFIDAVIT

STATE OF _____ :
SS.

COUNTY OF _____ :

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:

I am _____ of the firm of

_____ the Bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority to do so; that said bidder had not, directly or indirectly, entered into any agreement(s), 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 and in this affidavit in awarding the contract for the said Project.

I further warrant that no person(s) 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:

(Name of Bidder)

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

(Also type or print name of
affiant under signature)

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

Notary Public of

My Commission expires:

(Date)

PROPOSAL FORM/SIGNATURE PAGES

Submitted by: _____
(Contractor's Name)

Date: _____

To: Township Council
Gloucester Township
1261 Chews Landing-Clementon Rd
Blackwood, New Jersey 08012

Council:

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

Having carefully examined the "Advertisement for Bids", Bidding Instructions", "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 follow:

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.

CONTRACT FORM SAMPLE

TOWNSHIP OF GLOUCESTER - CAMDEN COUNTY, NEW JERSEY

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

The Vendor agrees to sell and the Purchaser agrees to buy the following upon the terms and conditions hereinafter set forth.

The Vendor and the Purchaser agree t be bound by the terms of the Notice to Bidders, Instructions 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 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. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

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

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 _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(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
 MY COMMISSION EXPIRES _____, 20____

 NAME & TITLE (TYPE OR PRINT)

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 furnish 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.

Traffic Signals & Flashing Lights

Traffic Signals

1. Somerdale Rd. (CR 677) & Chews Landing Rd. (CR 683)
2. Somerdale Rd. (CR 677) & Roberts Drive
3. Chews Landing Rd. (CR 683) & Hider Lane
4. Chews Landing Rd. (CR 683) & Lincoln Dr
5. Blackwood-Clementon Rd. (CR 534) & College Dr. (CR 673)
6. Blackwood-Clementon Rd. (CR 534) & Kelly Drivers Lane
7. Blackwood-Clementon Rd. (CR 534) & Millbridge Rd.
8. Blackwood-Clementon Rd. (CR 534) & Cherrywood Dr.
9. Blackwood-Clementon Rd. (CR 534) & Emerson Dr./Commerce Square
10. Blackwood-Clementon Rd. (CR 534) & Little Gloucester Rd. (CR 759)
11. Blackwood-Clementon Rd. (CR 534) & Peters Lane
12. Blackwood-Clementon Rd. (CR 534) & Erial Rd (CR 706)
13. Little Gloucester Rd. (CR 759) & Erial Rd (CR 706)
14. Little Gloucester Rd. (CR 759) & Hider Lane
15. Little Gloucester Rd. (CR 759) & Chews Landing Rd. (CR 681)
16. Little Gloucester Rd. (CR 759) & College Dr. (CR 673)
17. Almonesson Rd (CR 706) & Good Intent-Lower Landing Rd.(CR 681)
18. Erial-New Brooklyn Rd. (CR 706) & Davistown Rd.
19. Erial-New Brooklyn Rd. (CR 706) & College Dr. (CR 673)
20. Erial-New Brooklyn Rd. (CR 706) & Hickstown Rd. (CR 688)
21. Erial-New Brooklyn Rd. (CR 706) & Garwood Rd

22. Erial-New Brooklyn Rd. (CR 706) & Jarvis Rd. (CR 687)
23. Erial-Pine Hill Rd. (CR 706) & Hickstown Rd. (CR 687)
24. Erial-Williamstown Rd. (CR 703) & Jarvis Rd (CR 687)
25. Erial-Williamstown Rd. (CR 703) & Berlin-Cross Keys Rd. (CR 689)
26. Hickstown Rd (CR 688) & Kearsley Rd
27. Hickstown Rd (CR 688) & Peter Cheeseman Rd (CR 759)
28. Garwood Rd. & Peter Cheeseman Rd (CR 759)
29. Sicklerville Rd. (CR 705) & Garwood Rd.
30. Sicklerville Rd. (CR 705) & Jarvis Rd. (CR 687)
31. Sicklerville Rd. (CR 705 & Mullen Dr.
32. Berlin-Cross Keys Rd (CR 689) & Sicklerville Rd (CR 705)
33. Berlin-Cross Keys Rd (CR 689) & Johnson Rd.
34. Berlin-Cross Keys Rd (CR 689) & Atlantic City Expressway
35. Coles Rd & Peters Lane
36. Erial-Williamstown Rd (CR 703) & Independence Dr.
37. Cross Keys Rd & Independence Dr.
38. Cross Keys Rd & Shops At Cross Keys
39. Sicklerville Rd (CR 705) & Hickstown Rd (CR 688)
40. College Dr. & Cooper Rd
41. Cross Keys Rd. & Red Bud Dr.

Flashing Lights

1. Station Ave (CR 682) near Glendora School (School Advance Lights)
2. Erial-Blenheim Rd. (CR 706) near Blackwood Elementary School
(School Advance Lights)

3. Kearsley Rd. near Hazeltop Drive. (Intersection Warning Lights)
4. Landing Rd. near Lower Landing Rd. (CR 681)
5. Jarvis Rd near Timbercreek High School

CONTROLLER MAINTENANCE

1. All controllers to have a complete shop test once a year; including cleaning, check of all electronic parts and timing. Temporary controller to be furnished while Township owned controllers are in the shop.
2. Check all loop detectors and adjust once a year.
3. In addition to 1 and 2 above:

Furnish emergency service as required on controllers and loop detectors. Also, back-up for Municipal emergency maintenance staff for lamping signals, and redirection of traffic signal when requested by Police Department or Public Works Department.

All service calls, other than normal maintenance will be made within three (3) hours. Intersection to be fully operational within 24 hours form time of Report.

Check all thermostats and fans once a year.

4. Inventory: Vendor is to have a complete inventory of all parts and materials readily available to comply with item # 3 above, which calls for service within three hours and for the intersection to be fully operational within 24 hours from time of report.
5. Inspection: The Township reserves the right to inspect the vendor's place of business to insure the vendor is capable of complying with items # 3 and #4 of this bid and inventory.

Proposal Page

Item #1

Traffic Signals & Controllers:

Price per intersection (Traffic Signals).....\$ _____

Price per intersection (Flashing Lights).....\$ _____

Price for all forty one (41) intersections (Traffic Signals).....\$ _____

Price for all five (5) Flashing Signals.....\$ _____

Price for any new or additional intersection, pro-rated on a monthly basis upon
thirty (30) day notice to bidder

(Traffic Signal Only).....\$ _____

Item #2

Emergency Services:

Charge for installation of Temporary Controller.....\$ _____

(Per Day)

Straight time labor charge for Emergency Service.....\$ _____

(Per Hour)

Overtime labor charge for Emergency Service @ 1&1/2 Times.....\$ _____

(Per Hour)

Overtime labor charge for Emergency Service @ 2 Times.....\$ _____

(Per Hour)