

LEGAL NOTICE

NOTICE IS HEREBY GIVEN, that sealed bids for the below listed item will be received by the Township of Wyckoff, Bergen County, New Jersey on Wednesday, July 1, 2020 on or before 11 :00 a.m. prevailing time in the second floor Court Room in Memorial Town Hall, Scott Plaza, 340 Franklin Avenue, Wyckoff, New Jersey. Bid submission is encouraged via certified mail or overnight delivery service.

- Supply and installation of approximately 13,120 tons of (I-5) hot mix asphalt (HMA) on Township of Wyckoff roads.
- Supply and installation of approximately 2,173 sq. yards of roadway base repair- 6 inches dense grade aggregate (DGA) stone sub-base- 4 inches (I-2) hot mix stabilized base asphalt. (If and where directed by Township Inspector).
- Supply and installation of approximately 230 tons of (I-5) hot mix asphalt (HMA) to pave gravel parking lot at the Russell Farms Community Park, located at 594 Russell Avenue.
- Supply and installation of 140 tons of (I-5) hot mix asphalt (HMA) to pave gravel parking lot on the Franklin Avenue side of the Zabriskie Pond Park, located at the corner of Franklin Avenue and Maple Drive.
- Milling of approximately 85,245 square yards of the Township of Wyckoff roads.
- Reset approximately 37 manholes located on Township of Wyckoff roads.

Specifications may be obtained in the office of the Township Administrator, Room 106, Memorial Town Hall, 340 Franklin Avenue, Wyckoff, New Jersey. All bidders must use and complete all forms and must comply with every requirement contained in the specifications.

Each proposal must be enclosed in a sealed envelope bearing the name and address of the bidder, must be addressed to the Township of Wyckoff and plainly marked, "BID FOR ROAD RESURFACING."

A bid surety in the amount of 10% of the bid but not in excess of \$20,000 in the form of a certified check, cashier's check or an unconditional bid bond is required. An unconditioned consent of surety is also required to be submitted in the bid.

Bidders are required to comply with the Public Works Contractor Registration Act and to obtain registration prior to the date of the bid opening. Each bidder is required to have obtained a Business Registration Act Certificate from the New Jersey Department of Treasury/Division of Revenue, 609-292-1730 prior to the date of the bid opening.

Bidders are required to comply with the requirements of NJSA 10:5-31 et. seq. and NJAC 17:27.

The successful bidder shall be required to comply with all provision of the New Jersey prevailing local wage rates as determined by the New Jersey Department of Labor and Industry.

The Township Committee reserves the right to waive any technicalities in the bidding process in accordance with the law as may be deemed best for the interests of the Township of Wyckoff. The Township of Wyckoff also reserves the right not to consider any bids in accordance with the law. The contract, if awarded, shall be awarded to the lowest responsible bidder whose bid is responsive in all material respects to the bid requirements

Bidders shall not submit bids with qualifying conditions or provisions.

To view the live-streamed bid opening, please access the YouTube link which will be posted on the Wyckoff web site's home page at www.wyckoff-nj.com as a "NEWS" item immediately prior to the commencement of the meeting at approximately, 10:55 am on July 1, 2020.

To be notified of all future live streamed bid opening, please create a YouTube account and subscribe to our YouTube channel, "Township of Wyckoff"

These measures are implemented to allow vendors and members of the public to observe the meeting via live streaming.

Due to the Covid-19 Public Health Emergency, vendors and members of the public will not have access to Town Hall.

Nancy A. Cole
Acting Municipal Clerk

TOWNSHIP OF WYCKOFF

Bergen County, New Jersey

**PROPOSAL AND SPECIFICATIONS FOR
MILLING AND PAVING OF ROADS IN
THE TOWNSHIP OF WYCKOFF**

TIMOTHY E. SHANLEY
Mayor

TOWNSHIP COMMITTEE

Rudolf E. Boonstra
Elizabeth J. Fischer
Thomas J. Madigan
Melissa D. Rubenstein

MARK A. DI GENNARO, P.E.
TOWNSHIP ENGINEER
Telephone: 201-891-7000, Ext. 301

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TOWNSHIP ADMINISTRATOR
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TOWNSHIP ATTORNEY
Telephone: 201-891-6955

Dated: June 19, 2020

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Section I - INSTRUCTION & REQUIREMENTS

1. The intent of this specification is for the Township of Wyckoff to obtain a competitive bid from a responsive and responsible contractor to perform the described work below:

- Supply and installation of approximately 13,120 tons of (I-5) hot mix asphalt (HMA) on Township of Wyckoff roads.
- Supply and installation of approximately 2,173 sq. yards of roadway base repair- 6 inches dense grade aggregate (DGA) stone sub-base- 4 inches (I-2) hot mix stabilized base asphalt. (If and where directed by Township Inspector).
- Supply and installation of approximately 230 tons of (I-5) hot mix asphalt (HMA) to pave gravel parking lot at the Russell Farms Community Park, located at 594 Russell Avenue.
- Supply and installation of 140 tons of (I-5) hot mix asphalt (HMA) to pave gravel parking lot on the Franklin Avenue side of the Zabriskie Pond Park, located at the corner of Franklin Avenue and Maple Drive.
- Milling of approximately 85,245 square yards of the Township of Wyckoff roads.
- Reset approximately 37 manholes located on Township of Wyckoff roads.

The quantities listed are provided as estimates for the work to be performed. The Township of Wyckoff reserves the right to increase and/or decrease the listed quantities as needed to provide the highest quality finished product. However, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10.

The work described in this specification shall begin once contract is signed and a pre-construction meeting is conducted. All work must be completely complete on or before August 31, 2020.

The successful bidder will be responsible for the posting of all roadways two (2) days prior to the start of any milling and/or paving. All posted signs will provide dates the work will be performed within two (2) days of commencement.

The project inspector shall be Scott Fisher, Wyckoff Public Works Manager and all work shall be coordinated and inspected through Mr. Fisher. The successful contractor shall not pay for police directors. All police director assignments shall be paid by the Township of Wyckoff. Mr. Fisher shall coordinate these assignments, resident notices and road closure approvals.

2. Bids must be submitted in ink or typewritten only.
3. The Proposal (cover) sheet must be completed and signed by a company official in order to be accepted by the Township of Wyckoff as a valid bid.

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4. In accordance with N.J.S.A. 52:25-24.2 submission of statement required for bidding on public contracts is required in the specific format of the Statement of Ownership Disclosure in this specification. No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work of the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public finds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed. To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.
5. A bid cannot be withdrawn after the expiration of the time set for receiving bids, nor can any changes in price or other details be made by letter, telegram or verbal statement.
6. Should the bidder wish to state any exceptions to the specifications, he must do so on company letterhead attached to the formal bid referring to the section of the specification that the exception is taken. It is mandatory that the bidder list and explain in detail all exceptions and/or substitutions. The bidder shall explain in thorough and complete detail how the exception taken meets or exceeds the specification requirement. All must be neatly printed in ink or typed. Attaching sales information or specification sheet is not acceptable. It shall be clearly understood that if no exception or substitution is taken, the bidder shall supply all products and services exactly as specified. The bidder must, however, note on the Proposal Page and the technical specifications that exceptions and/or substitutions are taken. The bidder shall provide with the bid this information and in this form to allow the Township of Wyckoff to determine if the exception and/or deviation proposed by the bidder clearly meets or exceeds the specification requirement(s). The Township of Wyckoff shall be the sole determiner of whether an exception meets or exceeds the specification requirement(s). Bidders failing to follow these instructions shall be determined by the Township Administrator to be a non-responsive bid to the specifications and will not be considered for an award.
7. The Township reserves the right to waive defects and informalities in any and all bids as permitted by law, and also reserves the right to select the successful bidder whose proposal does, in the opinion of the Township Committee best meet the needs of the Township. The Township reserves the right not to consider bids which are non-responsive to the bid specifications.
8. All work must be completed in a workmanlike manner using industry standard materials and must be completed in the time of essence time frame provided specifically in the Technical Section.

Section I (continued)

9. The successful bidder(s) will be responsible for beginning the work immediately after receiving notice by the Township of Wyckoff that a contract has been awarded.
10. All bids must be enclosed and received in a sealed envelope and plainly marked on the outside "BID FOR ROAD RESURFACING." If a bidder utilizes delivery service, the outside envelope must state, "BID FOR ROAD RESURFACING." Any bids not labeled as specified and opened by Township staff shall not be considered for an award due to the bidder's failure to comply with this requirement.
11. Any questions regarding this bid should be referred to Mr. Robert J. Shannon, Jr., Township Administrator, Memorial Town Hall, 340 Franklin Avenue, Wyckoff, NJ 07481, Fax 201-891-9359.
12. During the performance of this contract:
 - (a) The parties to this contract agree to incorporate into this contract the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time, and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.4(s) provided that the said subsection shall be applied subject to the terms of subsection 3.4(s) of said regulations.
 - (b) The parties to this contract agree to incorporate into this contract the mandatory language of section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time, and the contractor or sub-contractor agrees to comply fully with the terms, provisions, and obligations of said section 5.3.
13. The Township of Wyckoff awards contracts or rejects all bids within sixty (60) days. Exception to this schedule would be in accordance with N.J.S. 40A:11-24, which provides that "any bidders who consent thereto may, at the request of the contracting unit, have their bids held for consideration for such longer period as may be agreed." All prospective bidders are advised of this schedule since bids must be firm when bid and must remain so for the sixty (60) days or longer if otherwise agreed to by the Township and the bidder.
14. The successful bidder will receive a Township of Wyckoff Purchase Order/contract which shall include all terms, conditions, and specification documents. No terms or conditions other than those set forth in the specifications shall be included in the Purchase Order/contract documents, nor will any form of contract submitted by the successful bidder be accepted by the Township of Wyckoff in lieu of the Township's form of contract.
15. THE SUCCESSFUL VENDOR SHALL NOT ASSIGN, CONVEY, TRANSFER, SUBLET OR OTHERWISE DISPOSE OF THE CONTRACT OR ANY PART AND/OR TO ANY OTHER PERSON, COMPANY OR CORPORATION WITHOUT THE PRIOR WRITTEN CONSENT OF THE TOWNSHIP COMMITTEE.
16. Property Damage: The Contractor shall be held responsible for all damages or injury done by those in his employ to a Township vehicle and equipment. The Contractor shall restore or repair, at his own expense, in a manner satisfactory to the owner, such property as was damaged by those in his employ during the execution of the project. In case of failure on the part of the Contractor to restore or repair such property in a manner satisfactory to the owner, the Township Administrator, may upon 48-hours notice to the Contractor, proceed to make such repairs or restore such property, that in his judgment has been injured or damaged by the Contractor or those in his employ, and the cost thereof will be deducted from any monies due or which may become due the Contractor under this contract.

Section I (continued)

17. Insurance Requirements:

The Contractor shall be required to carry full insurance including comprehensive general liability; product liability; workman's compensation insurance; which shall cover all operations of the Contractor, its employees, agents and servants hereunder, and; motor vehicles and equipment used by the Contractor in connection with the Contractor's operations under the Contract. Said insurance, by endorsement, shall fully protect the Township from liability. Certificates designating the Township as an additional insured, and evidencing such insurance and coverage, shall be filed with the Township Clerk prior to the commencement of operations hereunder by the Contractor. Certificates said files shall further contain a statement which shall in effect say, "the limits requested represent minimum limits and in no way restrict your liability for any claims in excess of your policy limits."

The following Certificates of Insurance must be furnished with the following minimum limits:

1. Workers' Compensation, Part Two - Statutory
 2. A) Comprehensive General Liability:
 - * Minimum limits: \$1,000,000 each occurrence combined single limit for bodily injury and property damage.
 - * \$2,000,000 general aggregate per location, per job
 - B) Coverage to include:
 - Premise/Operations
 - Independent Contractors
 - Products/Completed Operations
 - Contractual liability covering liability assumed under the indemnification provision contained in this agreement and deleting any third-party beneficiary exclusion.
 - Personal Injury
 - Broad Form Property Damage including completed operation
 - Environmental liability at a limit of \$1,000,000
 - The Township of Wyckoff, its' officers and agents shall be designated as additional insureds
 - C) Comprehensive General Liability must be maintained for at least one (1) year after completion of the contract and its acceptance by the Township.
 - D) Umbrella Liability - \$5,000,000
3. Automobile Coverage:
Minimum limits: \$1,000,000 combined single limit covering:
Owned, hired and non-owned vehicles.

The Certificate of Insurance shall designate the Township of Wyckoff as an additional insured and shall contain a thirty (30) day, written notice of cancellation whereby the Township Clerk will be provided with a written notification of cancellation.

It is understood and agreed the Contractor is an independent Contractor and not an employee of the Township of Wyckoff.

Section I (continued)

Indemnification and Hold Harmless

The Contractor agrees to indemnify and hold harmless the Township, the Township Committee of the Township of Wyckoff and all of its officers, agents and employees of and from any and all liability for damages for injury to person and property, including death and against and from all suits and actions and all costs, damages and change of whatsoever kind and nature, including attorneys' fees to which the Township may be put for on account of any injury or alleged injury to person, including death, or property, resulting from the performance of the Contractor's operations under this Contract, or by or in consequence of any neglect or omission on the part of the Contractor in the performance of operations under this Contract, whether such operations, or in the absence thereof, be by the Contractor or anyone directly or indirectly employed by the Contractor.

The Contractor shall hold the Township of Wyckoff harmless for damages to the Contractor's equipment utilized during the term of this Contract.

18. Bids may be forwarded through the mail. However, the Township will not assume responsibility for those bids. It is the bidder's responsibility to see that bids are presented to the Purchasing Agent on the hour and at the specific room and place designated.
The Township shall not be responsible for late postal or overnight delivery, nor shall postmark dates or overnight dates be considered in honoring of bids. The Township shall not be responsible for bidder's hand delivering bids who arrive late or to the wrong location.
19. THE SUCCESSFUL BIDDER WHOSE BID IS ACCEPTED WILL BE HELD RESPONSIBLE FOR ANY LOSS OR ERROR ARISING FROM HIS FAILURE OR MISUNDERSTANDING OF THE REQUIREMENTS LISTED IN THE SPECIFICATIONS.
20. The successful bidder will provide all necessary tools, equipment and power required to start and complete the job.
21. Bidders shall sign the attached Non-Collusion Affidavit.
22. The Contractor, by submitting a bid, attests to the fact that neither he nor she, his or her company, nor any sub-contractors are prohibited from receiving the award under N.J.S. A.34:11-56.38 (regarding State of New Jersey list of debarred contractors and sub-contractors).
23. Equal or tie bids. The Township of Wyckoff reserves the right to award at its discretion to any one of the tie bidders in any procedure it deems in the best interest of the Township of Wyckoff.
24. The Township is exempt from all taxes including Federal Excise Tax, Transportation Taxes, State Excise and Sales Tax and local taxes.
25. Bid prices are to remain firm for a period of not less than sixty (60) days to allow the Township to determine the lowest bid that shall most economically serve the intentions of this bid.
26. Asphalt Price Adjustment and Fuel Price Adjustment Requirement.
In accordance with NJSA 40A:11-16 (d), and (F). The successful bidder shall provide a worksheet that clearly reflects the calculation and that will allow Mr. Fisher, the project inspector to verify the accuracy of this pay item.
27. Successful bidder shall indemnify and save and keep harmless the Township of Wyckoff against any and all claims for royalties, patent infringements or suits for information thereon which may be involved in the manufacture or use of the items to be furnished.
28. All equipment purchased by the Township of Wyckoff shall be non-proprietary.

Section I (continued)

29. Only manufactured and farm 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.
30. The Contractor shall comply with all New Jersey State and Federal Laws as they pertain to the performance under the contract.
31. Should any differences arise between the contracting parties as to the meaning or intent of these instructions or specifications, the Township of Wyckoff's Purchasing Agent's decision shall be final and conclusive.
32. Where the Township states a manufacturer's name, it is to be read as "or approved equal" and it is provided to advise bidders of the standard of the quality and an approved make of equipment. Any bidder bidding an alternative product shall ensure the unit proposed as an approved equal, at a minimum, meets the performance requirements and contains not less than specified requirements.
33. If the price bid is different in numbers and words, the price bid in words shall be determined as the official price bid.
34. Bidders shall not change or modify any of the Township of Wyckoff's requirements listed in this specification.
35. Any prospective bidder who wishes to challenge a bid specification may file such challenges in writing with the contracting agent (Township Administrator) no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and have no impact on the contracting unit or the award of a specification.
36. The provision or performance of goods or services under this specification and by the successful vendor, shall not discriminate on the basis of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality.
37. Bids may be forwarded through the mail. However, the Township will not assume responsibility for those bids. It is the bidder's responsibility for those bids. It is the bidder's responsibility to see that bids are presented to the Purchasing Agent on the hour and at the specific room and place designated. The Township shall not be responsible for late postal or overnight delivery, nor shall postmark dates or overnight dates be considered in honoring of bids. The Township shall not be responsible for bidders' hand delivering bids who arrive late or to the wrong location.
38. If the bidder bids the price in numbers different from the price in words, the Township will consider the price in words as the bidders' price.
39. The successful bidder shall be required to sign and have notarized, the certification that the road milling and paving was performed in accordance with the specification. This certification shall accompany a payment voucher in order to be considered for payment.
40. Bidders are encouraged to visit the roads and familiarize themselves with the work described in the specification.
41. "The Township Committee of the Township of Wyckoff reserves the right not to consider any bids in accordance with the law."
42. No official, employee or agent of the Township of Wyckoff is permitted to accept gift(s) from vendors or others conducting business with the Township of Wyckoff.

Section I (continued)

43. All materials or services furnished on a Purchase Order is specific and subject to Township inspection and approval within a reasonable time after delivery at the Wyckoff destination indicated on the Purchase Order. Materials or services other than those specified in this Purchase Order shall not be substituted without prior, written authority from the Wyckoff Township Administrator. Material rejected will be returned at the vendor's risk and expense
44. The Wyckoff Department Manager who received the item(s) or service(s) is required to sign the Purchase Order, certifying all items were received in full as listed on the Purchase Order.
45. The Township can only purchase materials, supplies, equipment and vehicles via a fully executed Township of Wyckoff Purchase Order. Employees or officials do not have the authority to purchase on behalf of the Township of Wyckoff
46. The Township of Wyckoff does not pay any late fees or interest charges.
47. Bidder shall not be allowed to offer more than one price on each item even though he/she may feel that he/she has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. If said bidder should submit more than one price on any item, all prices for the item shall not be considered because the bid is not responsive to the specification.
48. It will be understood that all bids are based upon the Township of Wyckoff specification. Bidder shall not type changes on bid specification forms.
49. The person signing and submitting a bid proposal for this specification certifies by the submission of this bid that they are authorized to act on behalf of the company or corporation submitting this bid.
50. Bidders shall include with their bid submitted, a list of five (5) similar municipal projects in the last three (3) years. This list must include the project name, contact person name, company name and telephone number whom the Township can call as a reference.
51. The Township of Wyckoff shall require with a properly signed Township of Wyckoff Voucher, the certification from the contractor that the milling and paving is in accordance with the specifications. This certification shall be notarized and attached to the Township of Wyckoff Voucher for payment consideration.
52. Should any differences arise between the contracting parties as to the meaning or intent of these instructions or specifications, the Township of Wyckoff's Purchasing Agent's decision shall be final and conclusive
53. The successful bidder will be required to comply with all applicable provisions of the NJ Public Employees Occupational Safety and Health Act, (NJAC 34:6A-25 et. Seq.), when providing any materials, supplies or services as a part of this contract.

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54. The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name to the Township to assure that every container bears a proper label at a Township facility. This complies with P.L. 1983 Chapter 315, "Worker and community Right to Know Act", subsection b, section 14. Further, all applicable Material Safety Data Sheets (MSDS), a/k/a Hazardous Substance Fact Sheet, must be furnished to the Township of Wyckoff.
55. Bidders will be responsible for any misunderstandings or the specifications and a Change Order shall be denied.
56. A Bid Bond and a Consent of Surety are required. All bidders are directed to the section of this specification regarding the acceptable form of unconditioned bonds and sureties.
57. Bidder should be aware of the following statutes that represent "Truth in Contracting: laws:
- a. NJSA 2C:21-34 et. seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - b. NJSA 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - c. NJSA 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - d. Bidder should consult the statutes or legal counsel for further information.
58. In accordance with PL 2005, C.271, 3, any business entity that has received \$50,000. or more in a calendar year in public contracts with public entities, must file an annual disclosure statement with the NJ Election Law Enforcement Commission. The required disclosure statement, titled "The Business Entity Annual Statement" is available from www.elec.state.nj.us.
59. In accordance with NJSA 40A:11-41 disputes arising under this contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. If disputes arise, the Township of Wyckoff will designate the process of resolution. Nothing in this section shall prevent the Township of Wyckoff from seeking injunctive or declaratory relief in court at any time. The alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered into pursuant to PL, 1971, c. 198 (c. 40A:11-1 et seq). A request to invoke the alternate dispute resolution provision shall stay the prompt payment law requirement for the amount of the payment related directly to the dispute only.
60. Certified payroll reports in accordance with the New Jersey Prevailing Wage Act must accompany all payment request(s) for this project.
61. PREVAILING WAGE ACT – Prevailing wage rate determinations may be obtained from the New Jersey Department of Labor, by telephone, or at the Department of Labor website for Official Wage rate Determination. The address of this website is <https://snjpin.state.nj.us/pw/prevwage.html>

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

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62. Public Works Contractors Registration Act (NJSA 34:11-56.48 et seq). All named contractors in a bid (including out of state contractors) must be registered with the NJ Department of Labor Division of Wage and Hour Compliance at the time bids are received by the Township.
- a. This law requires contractors to submit their Public Works Contractors Registration Act certificate after bids are received and prior to the Township Committee awarding a contract (NJSA 34:11-56.55).
 - b. Non-listed subcontractors do not have to be registered until they physically start the Wyckoff public work assigned to them.
 - c. The general contractor bidding on the public work is assigned the responsibility of providing to the Township Administrator his Public Works Contractors Registration Act Certificate and the certificates for all named contractors.
 - d. If the general contractor after five (5) calendar days after receiving a faxed notice to provide copies of the general contractors and any named contractors Public Works Contractors Registration Act certificate and fails to provide copies of certificates that were issued prior to receipt of bids, the bid shall be rejected as non-responsive and offered to the most eligible bidder.
 - e. The General Contractor shall provide the Township Administrator with certificates of all non-listed contractors at the time they physically start work.
 - f. Effective May 1, 2019, vendors shall participate in registered apprenticeship programs pursuant to P.L. 2019, CHAPTER 21.
63. AMERICANS WITH DISABILITIES ACT OF 1990
Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included in this specification and understand that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.
64. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT
The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with NJ Worker and Community Right to Know Law (NJSA 35:51 et seq., and NJAC 5:89-5 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) – hazardous substance fact sheet – must be furnished.
65. NON-COLLUSION AFFIDAVIT
The affidavit shall be properly executed and submitted with the bid proposal.
66. This procurement is being performed in accordance with P.L. 2004 c 19 known as the Pay to Play Law, (Fair and open process).
67. The apparent low bidder shall be responsible to submit to the Township of Wyckoff Administrator the following documents after the bid opening and when they are notified they are the apparent low bidder and before a contract award date.
- a. In accordance with PL 2009, c. 315, a Business Registration Certificate (BRC) issued by the NJ Department of Treasury, Division of Revenue.
 - b. The apparent low bidder shall be responsible for providing to the Wyckoff Administrator an Affirmative Action 302 form after notification that they are the apparent low bidder and prior to the contract award date.
 - c. The apparent low bidder shall provide the Wyckoff Administrator with a copy of its current Public Works Contractors Registration Act Certificate prior to the contract award date.

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68. It is the policy of the Township Committee of the Township of Wyckoff that all contractors, vendors or entities performing work or service that could otherwise be performed by the Township of Wyckoff to treat the public, employees, volunteers and other persons in a manner consistent with all applicable civil rights laws and regulations including, but not limited to the Federal Civil Rights Act of 1964 as subsequently amended, the New Jersey Law against Discrimination, the Americans with Disabilities Act and the Conscientious Employee Protection Act.
Discrimination, harassment and civil rights shall be defined for purposes of this policy using the latest definitions contained in the applicable Federal and State laws concerning discrimination, harassment and civil rights.
69. In accordance with NJSA 2A:44-128b, the Township of Wyckoff charges an inquiry fee for information contained in the written notice to the Township regarding written notices filed in accordance with the municipal mechanics lien law. The file is available Monday through Friday 9:30 am to 4 pm. the fee to reproduce copies of any written notices of mechanics liens shall be in accordance with the Open Public Records Law.

BIDDERS – PLEASE READ THOROUGHLY

70. This procurement requires that bidders provide an; Unconditioned Bid Surety and Unconditioned Consent of Surety in their bid proposal. An acceptable form of an Unconditioned Bid Surety and Unconditioned Consent of Surety have been provided to assist bidders and their insurance professionals by providing an example of acceptable language. Any other form that is limiting or potentially limiting, shall be considered non-responsive to the bid specifications and shall result in the bid not being considered for an award as a non-responsive bid. Bidder's attention is drawn and directed to the language on the sample form of Unconditioned Bid Bond and Unconditioned Consent of Surety.
71. The successful bidder whom the Township awards a contract to, if any, shall provide an Unconditioned Performance Bond. The bid specification provides an example of an Unconditioned Performance Bond. A Performance Bond which limits or potentially limits the Performance Bond in any way shall not be accepted.
72. In order to be fair to all bidders, a uniform not to exceed completion period for the work from Wednesday, July 22, 2020, through Monday, August 31, 2020 has been established to complete all milling, resurfacing and paving of municipal roads. Liquidated damages (not a penalty) shall be charged for failure to complete the work within the time duration provided which ends on Monday, August 31, 2020 as allowed in NJSA 40A:11-19. Therefore, bidders shall include in their bid prices, the cost to comply with this working day period. Liquidated damages of \$270 per day that the work is not completed as required by the working day duration, and any extension (due to inclement weather that prevents work), shall be charged for each calendar day the work exceeds the Monday, August 31, 2020 completion date. The Township shall deduct and retain from any money due or to become due hereunder the amount of the liquidated damages.
73. The Township of Wyckoff requests bidder's lowest unit prices for the road milling and paving detailed in these specifications. Bidders lowest bid price SHALL NOT include any pricing for donations, contributions to fundraisers, etc. or anything else. The Township of Wyckoff requests bidders' lowest unit pricing for the work described in these specifications.
74. In accordance with NJAC 17:44-2.2, the vendor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
75. The award, if any, shall be based on a responsible bidder's lowest responsive and responsible bid price for the lowest total price for the base bid and alternates #1 and #2.

Section I (continued)

76. Prompt Payment Law.

Township of Wyckoff's Compliance with Public Law of 2006, Chapter 96, known as the "Prompt Payment Law." This law applies to public and private construction contracts regardless of the amount of the contract. In accordance with the law, the Township of Wyckoff has established the following definitions to comply with the thirty (30) day payment compliance requirement.

DEFINITIONS:

The Township of Wyckoff utilizes the Alternate Method for payment of claims in accordance with the Prompt Payment Law.

"Township of Wyckoff complete voucher" is defined as the Township's voucher portion of its Purchase Order signed by the contractor with attached, detailed information to clearly list unit prices and the number of unit(s) provided, services provided, percentage of completion of the total contract and prevailing wage payroll compliance report (where applicable).

"Billing Date Starts" the date a "Township of Wyckoff complete voucher" is submitted to the Accounts Payable Clerk in the Tax Office of Wyckoff Town Hall. This billing date shall be used for periodic payments, final payment and retainage monies.

The Payment Cycle is the attached list of dates the Township Committee of the Township of Wyckoff will consider claims for payment. Payment shall be mailed to the contractor no later than five (5) days after the Township Committee approves payment. *

A request to invoke the alternate dispute resolution provision shall stay the Prompt Payment Law requirement for the amount of the payment related directly to the dispute only.

PROCESS

- All "Township of Wyckoff complete vouchers" shall be provided to the Accounts Payable Clerk in the Tax Office, Town Hall, 340 Franklin Avenue, Wyckoff, NJ 07481 for the "Billing Date Starts" for compliance with the NJ Prompt Payment Law. Any demand for payment (in whatever form), given to the Township Consulting Engineer shall not trigger the "Billing Date Starts."
- Contractors are advised that any demand given to the Township Consulting Engineer shall not start the "Billing Date Start."
- If the contractor submits a Township of Wyckoff voucher which is, in fact, incomplete; the "Billing Date Starts" re-starts when the contractor submits a "Township of Wyckoff complete voucher."

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2020 PROMPT PAYMENT "TOWNSHIP OF WYCKOFF"

COMPLETE VOUCHER" DUE DATE LIST

EFFECTIVE SEPT. 1, 2006 GOVERNOR CORZINE SIGNED THE PROMPT PAYMENT LAW P.L. 2006 C. 96 STATING THAT CONSTRUCTION SERVICES BE PAID ON A TIMELY, ESTABLISHED SCHEDULE

SCHEDULE FOR TOWNSHIP COMMITTEE MEETINGS INCLUDING DATES IN WHICH "TOWNSHIP OF WYCKOFF COMPLETE VOUCHER PAYMENTS" DUE FOR PAYMENT

TOWNSHIP OF WYCKOFF COMPLETE VOUCHER DUE DATE:

DUE DATE TO THE ACCOUNTS PAYABLE

PAYMENT AUTHORIZATION DATE:

Tuesday, January 14, 2020
Tuesday, February 4, 2020
Tuesday, February 18, 2020
Tuesday, March 3, 2020
Tuesday, March 17, 2020
Tuesday, April 7, 2020
Tuesday, April 21, 2020
Tuesday, May 5, 2020
Tuesday, May 19, 2020
Thursday, June 4, 2020
Tuesday, June 16, 2020

Tuesday, July 7, 2020
Tuesday, July 21, 2020
Tuesday, August 4, 2020
Tuesday, September 1, 2020
Tuesday, September 15, 2020
Tuesday, October 6, 2020
Tuesday, October 20, 2020
Thursday, November 5, 2020
Monday, November 16, 2020
Tuesday, December 1, 2020
Tuesday, December 15, 2020

CLERK BY NOON:

Wednesday, January 8, 2020
Wednesday, January 29, 2020
Tuesday, February 11, 2020
Wednesday, February 26, 2020
Wednesday, March 11, 2020
Wednesday, April 1, 2020
Wednesday, April 15, 2020
Wednesday, April 29, 2020
Wednesday, May 13, 2020
Wednesday, May 27, 2020
Wednesday, June 10, 2020
Tuesday, June 30, 2020

Wednesday, July 15, 2020
Wednesday, July 29, 2020
Wednesday, August 26, 2020
Wednesday, September 9, 2020
Wednesday, September 30, 2020
Wednesday, October 14, 2020
Wednesday, October 28, 2020
Tuesday, November 10, 2020
Tuesday, November 24, 2020
Wednesday, December 9, 2020

PLEASE NOTE DUE DATES

THE TOWNSHIP OF WYCKOFF UTILIZED THE ALTERNATE METHOD FOR PAYMENT OF CLAIMS IN ACCORDANCE WITH THE PROMPT PAYMENT LAW.

A. "TOWNSHIP OF WYCKOFF COMPLETE VOUCHER" IS DEFINED AS THE TOWNSHIP'S VOUCHER PORTION OF ITS PURCHASE ORDER SIGNED BY THE CONTRACTOR WITH ATTACHED, DETAILED INFORMATION TO CLEARLY LIST UNIT PRICES AND THE NUMBER OF UNIT(S) PROVIDED, SERVICES PROVIDED, PERCENTAGE OF COMPLETION OF THE TOTAL CONTRACT AND PREVAILING WAGE PAYROLL COMPLIANCE REPORT (Where Applicable)

B. "BILLING DATE STARTS" THE DATE A TOWNSHIP OF WYCKOFF COMPLETE VOUCHER IS SUBMITTED TO THE ACCOUNTS PAYABLE CLERK IN THE TAX OFFICE OF WYCKOFF TOWN HALL. THIS BILLING DATE SHALL BE USED FOR PERIODIC PAYMENTS, FINAL PAYMENT AND RETAINAGE MONIES.

C. "THE PAYMENT CYCLE" IS THE ATTACHED LIST OF DATES THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF WYCKOFF WILL CONSIDER CLAIMS FOR PAYMENT. PAYMENT SHALL BE MAILED TO THE CONTRACTOR NO LATER THAN FIVE (5) DAYS AFTER THE TOWNSHIP COMMITTEE APPROVES PAYMENT.

Section I (continued)

77. Maintenance Bond.

Before final payment is made, the Contractor shall furnish a Surety Corporation Maintenance Bond as allowed by NJSA 40A:11-16.3b to the Owner in a sum equal for fifteen percent (15%) of the final contract amount and such Bond shall remain in full force and effect for a period of two (2) years from the date of acceptance of the work. The Bond shall work to the satisfaction of the Public Works Manager without cost to the Owner.

If during the two-year period, any work should be found to be defective, the Township shall order in writing, the repair of such work. The repairs shall be undertaken within twenty-four (24) hours of the written notice and work shall be continuous, during regular working hours, until the replacement or repair is completed. If the Contractor fails to perform or fails to continue to perform the necessary repair the Township may cause such work to be corrected and the cost thereof shall be paid by the Contractor or his Surety before the Bond will be released.

The Contractor is not obligated to repair any work that he may prove, to the satisfaction of the Public Works Manager, has resulted from abuse of the work by parties other than the Contractor.

If the Township puts to use any portion of the work prior to the final payment, the maintenance period for such portion of the work shall still be considered from the date of acceptance.

78. The successful bidder shall begin work on the start work date required in the specification and the successful bidder shall remain in Wyckoff performing the milling and road resurfacing work until all the work is completely complete. The successful bidder shall not be allowed to stop work in Wyckoff and begin work in another municipality or for a private client until the work required in this specification is completed.

79. Standardized Changed Condition Clauses:

I. Differing Site Conditions:

The law defines "differing site conditions" as the physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.

All construction contracts must include the following differing site conditions provisions:

- If the contractor encounters differing site conditions during the progress of the contract work, the contractor must promptly provide written notification to the contracting unit of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area
- Upon receipt of differing site conditions written notice or upon the contracting unit otherwise learning of differing site conditions, the contracting unit must promptly undertake an investigation to determine whether differing site conditions are present.

Section I (continued)

- If the contracting unit determines that different site conditions may result in additional cost or delays, the contracting unit shall provide prompt written notification to the contractor containing directions on how to proceed.
 - The contracting unit must make a fair and equitable adjustment to the contract price and contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the contractor.
 - If both parties agree to the contracting unit's investigation and directions decrease the contractor's costs or time, the contracting unit is entitled to fair and equitable downward adjustment to the contract and price
 - If the contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the contracting unit must notify the contractor, in writing, and the contractor must resume performance of the contract, and be entitled to pursue a differing site conditions claim against the contracting unit for additional compensation or time attributable to the alleged differing site conditions.
- Contract execution by the contractor constitutes a representation that the contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.

II. "Suspension of Work"

Contract must include the following suspension of work provisions:

- The contracting unit must provide advance written notice to the contractor of any suspension of work lasting more than 10 calendar days of the performance of all or any portion of the work of the contract.
- If the performance of all or any portion of the work of the contract is suspended by the contracting unit for more than 10 calendar days due to no fault of the contractor or as a consequence of an occurrence beyond the contracting unit's control, the contractor shall be entitled to compensation for any resultant delay to the project completion or additional contractor expenses, and to an extension of time, provided that, to the extent feasible, the contractor, within 10 calendar days following the conclusion of the suspension, notifies the contracting unit, in writing, of the nature and extent of the suspension of work.
 - The notice must include available supporting information, which information may thereafter be supplemented by the contractor as needed and as may be reasonably requested by the contracting unit.
 - Whenever a work suspension exceeds 60 days, upon seven days' written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.

Section I (continued)

- Upon receipt of the contractor's suspension of work notice, the contracting unit must promptly evaluate the contractor's notice and promptly advise, in writing, the contractor of its determination on how to proceed.
 - If the contracting unit determines that the contractor is entitled to additional compensation or time, the contracting unit must make a fair and equitable upward adjustment to the contract price and contract completion date.
 - If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall proceed with the performance of the contract work and is entitled to pursue a suspension of work claim against the contracting unit for additional compensation or time attributable to the suspension.
- Failure of the contractor to provide timely notice of a suspension of work will result in a waiver of a claim if the contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the contractor actually prejudiced the contracting unit's ability to adequately investigate and defend against the claim.

III. "Change in Character of Work"

The law defines "material change" as a character change which increases or decreases the contractor's cost of performing the work, increases or decreases the amount of time by which the contractor completes the work in relation to the contractually required completion date or both.

Contract must include the following material change provisions:

- If the contractor believes that a change directive by the contracting unit results in a material change to the contract work, the contractor must notify the contracting unit in writing. The contractor must continue to perform all work on the project that is not the subject of the notice.
- Upon receipt of the contractor's change in character notice the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.
- If the contracting unit determines that a change to the contractor's work caused or directed by the contracting unit materially changes the character of any aspect of the contract work, the contracting unit must make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its change in character, or as otherwise mutually agreed upon by the contractor and the contracting unit prior to the contractor performing the subject work.
- If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor must continue the performance of all contract work and is entitled to pursue a claim against the contracting unit for additional compensation or time attributable to the alleged material change.

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Section I (continued)

IV. "Change in Quantity"

The law defines "bid proposal quantity" as the quantity indicated in the bid proposal less the quantities designated in the project plans as "if and where directed."

Contract must include the following change in quantity provisions:

- Contracting unit may increase or decrease the quantity of work to be performed by the contractor
- If the quantity of a pay item:
 - Is cumulatively increased or decreased by 20% or less from the bid proposal quantity, the quantity change is considered a minor change in quantity.
 - The contracting unit must make payment for the quantity of the pay item performed at the bid price for the pay item
 - Is cumulatively increased or decreased by more than 20% from the bid proposal quantity, the quantity change is considered a major change in quantity.
- For major increase:
 - the contracting unit or the contractor may request to renegotiate the price for the quantity in excess of 120% of the bid proposal.
 - If mutual agreement cannot be reached the contracting unit must pay the actual cost plus an additional 10% for overhead and additional 10% for profit **unless otherwise specified in the original bid.**
- For major decrease:
 - The contracting unit or the contractor may request to renegotiate the price for the quantity of work performed
 - If mutual agreement cannot be reached the contracting unit must pay the actual cost plus an additional 10% for overhead and additional 10% for profit **unless otherwise specified in the original bid.** Provided that the contracting unit does not make a payment in an amount that exceeds 80% of the value of the bid price multiplied by the bid proposal quantity.

83. Termination of Contract.

- A.** If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the owner shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.
- B.** Notwithstanding the above, the contractor shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.

Section I (continued)

- C. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.
- D. In case of default by the contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the owner reserves the right to cancel the contract.

84. Payment shall be made after:

- 1) The Township Inspector, Mr. Fisher reviews and verifies tabulated totals for the total amount of square yards of milling.
- 2) Mr. Fisher reviews and verifies tabulated totals of all HMA weigh tickets.
- 3) Mr. Fisher reviews and verifies the completion of all castings reset.
- 4) Receipt of Prevailing Wage Reports and the Township form – “CERTIFICATION THAT THE PROJECT WAS PERFORMED IN ACCORDANCE WITH THE SPECIFICATION.”
- 5) Receipt of Maintenance Bond.
- 6) A signed Township of Wyckoff voucher with the aforementioned items will be submitted to the Township Committee and considered for approval at either the first or third Tuesday of the month.
- 7) After Township Committee approval, a check will be available at 1:00 pm on the day after the voucher with all supporting documents was approved.

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ATTACHMENT 2
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Township of Wyckoff, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

TOWNSHIP OF WYCKOFF CIVIL RIGHTS POLICY

It is the policy of the Township Committee of the Township of Wyckoff that all contractors, vendors or entities performing work or service that could otherwise be performed by the Township of Wyckoff to treat the public, employees, volunteers and other persons in a manner consistent with all applicable civil rights laws and regulations including, but not limited to the Federal Civil Rights Act of 1964 as subsequently amended, the New Jersey Law against Discrimination, the Americans with Disabilities Act and the Conscientious Employee Protection Act.

Discrimination, harassment and civil rights shall be defined for purposes of this policy using the latest definitions contained in the applicable Federal and State laws concerning discrimination, harassment and civil rights.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance.)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

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EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27-1.1 et seq.

CONSTRUCTION CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers

EXHIBIT B (Cont)

provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

- (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

EXHIBIT B (Cont)

- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) The contractor or subcontractor shall interview the referred minority or women worker.
 - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

EXHIBIT B (Cont)

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Section II – TECHNICAL REQUIREMENTS

A. SCOPE OF WORK

1. The work shall include:
 - Supply and installation of approximately **13,120** tons of (I-5) hot mix asphalt (HMA) on Township of Wyckoff roads.
 - Supply and installation of approximately **2,173** square yards of roadway base repair – 6 inches dense grade aggregate (DGA) stone sub-base – 4 inches I-2 hot mix stabilized base asphalt. (If and where directed by Township Inspector).
 - Milling of approximately **85,245** square yards of Township of Wyckoff roads.
 - Reset and repair approximately **37** manholes located on Township of Wyckoff roads.
 - Reconstruct approximately **59** catch basin inlets, Type B.
 - Reset approximately **58** existing gas and water valve castings supplied by utility company.
 - Provide Roadway Maintenance and Protection during the entire project: cones, road closed signs, detour signs, raised manholes ahead signs, roadway milling rough road signs and barricades as required by the Township Inspector.
 - Supply and installation of approximately **47** (ERS) NJDOT approved catch basin face plates.
 - Supply and installation of approximately **39** NJDOT Bike Safe Catch Basin Grates
 - Supply and installation of approximately **12** catch basin inlet frame risers.
 - Supply and installation of approximately **230** tons of (I-5) hot mix (HMA) to pave gravel parking lot at Russell Farms Park, 594 Russell Avenue.
 - Supply and installation of **140** tons of (I-5) hot mix asphalt (HMA) to pave gravel parking lot on the Franklin Avenue side of the Zabriskie Pond Park, located at the corner of Franklin Avenue and Maple Drive.
2. This specification does not include line striping. Therefore, bidders shall not add that cost into their bid.
3. The quantities listed are provided as estimates for the work to be performed. The Township of Wyckoff reserves the right to increase and/or decrease the listed quantities as needed to provide the highest quality finished product.

B. PROJECT TIME FRAME/HOURS OF WORK

1. Monday to Friday 7:00 am – 6:00 pm, Saturday (when required) 7:00 am - 6:00 pm.
2. The work contemplated under this contract shall begin once all contracts have been signed and a Pre-Construction Meeting has been conducted.
3. Milling, resurfacing and paving of all municipal roads and parking lots shall be completed on or before Monday, August 31, 2020.

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Section II (continued)

C. MILLING REQUIREMENTS:

1. Milling of existing Hot Mixed Asphalt (HMA) shall be at a minimum of two (2) inches in depth. Milling greater than or less than two (2) inches but not to exceed three (3) inches in maximum depth, may be required as directed by the Township Inspector.
2. Profile milling of existing HMA may be required as directed by the Township Inspector.
3. Bidder shall be responsible for the relocation of all utility boxes after final cleanup of the milling process.
4. Bidder shall be responsible for marking, with fluorescent orange paint, all exposed manholes and catch basins.
5. Roadway keys will be cut where an existing road meets with the road to be milled. All keys shall be a minimum of one and one half (1 ½) inch in depth, in a straight even line. Keys may be cut with a demo saw or jackhammer.
6. Sawcut at the limit of paving in driveways and at other limits requiring a neat even edge between new and existing HMA.
7. Driveway keys shall be saw cut at a point determined and directed by the Township Inspector. Where needed to achieve proper drainage, driveway keys may be set back in off of the roadway edge. The distance to be determined by the Township Inspector.
8. All driveway keys will be cut with a demo saw in a straight and even line.
9. When directed by the Township Inspector, existing asphalt berms will be removed by the bidder at the time of milling.
10. Bidder shall be responsible for the complete clean up and removal of all milling debris from all driveways, lawn surfaces and the milled roadway. All milled surfaces shall be swept clean using a mechanical, pick-up type vacuum sweeper.
11. Bidder shall be working adjacent to trees and shrubs, utility poles, underground lawn sprinkler systems, street signs, mailboxes, fences, driveways and retaining/decorative walls. Bidder is required to exercise caution and care so as not to damage any adjacent facilities. Bidder shall be responsible to repair or replace adjacent facilities the bidder has damaged as directed by the Township Inspector.
12. Bidder shall mill HMA to the depth specified without damaging underlying HMA. If the HMA below the specified milling level becomes dislodged or delaminated, the material will be removed and replaced as determined by the Township Inspector.

Section II (continued)

13. If the longitudinal height of a milled surface exceeds two (2) inches, bidder shall slope the edge to provide a smooth transition from the milled surface to the remaining pavement.
14. Ramping of raised manholes and catch basin frames exposed during the milling process will be performed with (HMA) Hot Mix Asphalt on the day that the milling was completed. Loose millings will not be considered as suitable material and will not be used for ramping. Manholes and catch basins will be left one half inch (1/2") of exposed casting.

D. SWEEPING OF STREETS REQUIREMENTS

1. Bidder is responsible for sweeping of the streets prior to the placing of any tack coat and/or pavement material. Bidder shall notify the Township Inspector two (2) days in advance of when and where resurfacing is anticipated to allow adequate time to schedule an inspection of the swept street(s). No placement of tack coat and/or HMA will be permitted without proper sweeping of the street. Bidder shall sweep the street with a pick up type vacuum sweeper to be approved by the Township.

E. TACK COAT REQUIREMENTS

1. All milled surfaces and all un-milled roadway(s) shall have tack coat AC-20 applied prior to the resurfacing.
2. All surfaces shall be dry prior to application of tack coat.
3. Tack coat shall be applied in **SPRAY FORM** only. Bidder shall utilize a tack truck with distribution spray bars.
4. Provide adequate protection for inlet frames, manhole covers and valve covers to ensure that bituminous material does not stick to the metal.
5. Bidder shall prevent tack coat from coming in contact with concrete or brick paver driveway aprons, concrete curbs or ramps.
6. Tack coat improperly applied which causes damage to an adjacent facility, shall be repaired or replaced by the bidder as directed by the Township Inspector.
7. Bidder shall apply tack coat ONLY on areas to be paved on the same day.
8. Hot tack (RC-70) shall be applied to all transverse and longitudinal joints of keys at adjoining roadways or abutting driveways utilizing hand held spraying equipment or brushes.
9. When precipitation has occurred within twenty-four (24) hours before the tack coat application, the Township Inspector will determine whether to allow the work to proceed or to wait until the surface is completely dry.

Section II – Technical Requirements (continued)

F. TRANSPORTATION AND DELIVERY OF HMA REQUIREMENTS:

1. Deliver HMA using HMA trucks in sufficient quantities and such intervals to allow continuous placement of the material. The Township Inspector will suspend construction operations if the contractor fails to maintain a continuous paving operation. Before the truck leaves the plant, obtain a signed and sealed weigh ticket from a fully functioning automatic scale. Before unloading, submit for each truckload the signed and sealed weigh ticket to the Township Inspector that includes the following information:

- 1) Name and location of the HMA plant.
- 2) Project title.
- 3) Load time and date.
- 4) Truck number.
- 5) Mix designation.
- 6) Plant lot number
- 7) Tare, gross and net weight.

2. The mixture shall be transported from the mixing plant to the project in trucks equipped with tight, clean bodies, which may be lightly coated with a soap or lime solution, or other such non-petroleum-based release agent. Under no circumstance shall a petroleum-based product be used as a release agent.

The trucks shall be permanently equipped with an airfoil that is capable at any speed or under any weather conditions to deflect air over the tarp and to prevent air from going under the tarp. The airfoil will be affixed no more than two (2) feet in front of the tarp roll and be at least as high as the top of the tarp roll.

Each truckload shall be covered immediately after loading at the plant with a waterproof tarpaulin of such size to protect the mixture from the weather. The tarpaulin shall be able to withstand normal handling and placement temperatures of up to 400 °F without endangering the structural integrity and serviceability of the fabric. The tarpaulin shall also comply with one of the following:

- a. A heavyweight tarpaulin to completely drape the load. The heavyweight tarpaulin shall have a minimum weight of 18 oz./yd.² and shall be a minimum of 2 feet wider and 4 feet longer than the truck body. The heavy weight tarpaulin shall securely meet or overlap the top of the tailgate and be securely held in place so as to prevent air from lifting the tarp during transport.
- b. A tarpaulin equipped with side and back flaps sufficient to lap down outside along the sides and rear of the truck bed a minimum of twelve (12) inches. The tarpaulin shall be secured by tie downs at a maximum of five (5) feet spacing along the sides and rear of the truck. The truck bodies shall be insulated or heated as necessary, to ensure delivery of the mixture at the specified temperature. Any truck that: causes excessive segregation of the mixture by its suspension or other contributing factors; leaks; causes delays; does not have an airfoil; or does not have an approved tarpaulin, shall be removed from the work until such conditions are corrected and the truck is presented for inspection to the Township Inspector. The Township Inspector may require that all vehicles for transporting HMA mixture to be used by the contractor be made available for inspection at the plant prior to any shipments of materials.

Section II – Technical Requirements (continued)

G. WEIGH TICKET REQUIREMENTS

1. Weigh tickets shall be turned into the Township Inspector upon completion of the resurfacing of each Township roadway daily.
2. It is the bidder's responsibility to verify that the weigh tickets have ALL the required information. If a weigh ticket is not accepted by the Township Inspector, it WILL NOT be considered for payment.
3. Weigh tickets WILL ONLY be accepted on the day of delivery.

H. SETTING CASTINGS, RESETTING CASTINGS AND RECONSTRUCTING INLETS AND MANHOLES AND EXTENSION FRAMES AND RINGS

1. HMA Surface Course shall be used as the material for feathering-in of the raised manhole and drainage inlet frames to the adjoining existing pavement. The raised manhole shall have one half inch (1/2") of exposed casting. The material shall be removed prior to overlay.
2. Exposed manhole, valve box and inlet frames shall be painted with fluorescent orange.
3. Reconstruction and repair of catch basin structures may be required, if and when directed by the Township Inspector. All repairs will be completed, at a minimum, three (3) days prior to resurfacing and paving. All repairs will be completed using concrete blocks, bricks and mortar.
4. As directed by the Township Inspector prior to resurfacing, certain inlet grates must be reset using two inch (2") high metal extension frames. Metal extension frames for "B" inlets shall be 3-sided. The Township of Wyckoff shall supply all "Type B" inlet extension frames to the contractor, to be installed by the contractor, when the need for such a riser is required by the Township Inspector.
5. Manhole frames shall be reset by adjusting the structure using concrete blocks or concrete bricks. The use of rings or other type collars is acceptable for resetting the manholes, ONLY as directed by the Township Inspector. All manhole covers shall be hand-broomed clean following the resetting. Vendor shall take precautions to be sure that no debris shall fall into the manhole. The type and size riser will be determined and approved by the Township Inspector. The Township of Wyckoff shall supply all manhole risers to the contractor, to be installed by the contractor, when the need for such a riser is required by the Township Inspector.
6. Reset all drainage inlet grates and manhole frames and covers so that the top of the casting is at the same elevation and slope of the finished pavement surface after resurfacing.

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Section II – Technical Requirements (continued)

7. It is estimated that the following number of inlet grates and manhole frames exist on the list of Township roads to be resurfaced. These quantities are provided for informational purposes. The actual number of each type of casting to be reset will be determined by the conditions in the field either prior to or after the milling process.

Type B	92
Manholes	66

8. Certain inlets and manholes may not be low enough to require resetting. If directed by the Township Inspector, bidder shall chip the existing pavement for a distance of three feet (3') around the outside of the casting and a minimum of two inches (2") in depth in order to better transition the new pavement into the existing casting. No separate payment will be made for this work.
9. All manhole and catch basin castings are required to be NJ DOT approved.

**I. DRIVEWAY ENTRANCE RESURFACING
DESCRIPTION:**

1. It may be necessary to reshape certain HMA driveway entrances so that after the roadway has been resurfaced, roadway surface water runoff will not be directed down driveways that are lower than the roadway level. The Township Inspector will select the driveways needing resurfacing and the extent to which the driveways will be resurfaced.
2. Sweep the area to be paved and mark the straight-line limits of the extent of resurfacing on the existing surface by use of a snap line or another suitable marking device. Tack coat shall be applied. The bituminous mixture shall be spread, raked and luted by hand tools. A tandem steel wheel-riding roller shall compact the mixture to achieve a minimum compacted thickness of one- and one-half inch (1 ½") in the driveway areas.
3. In the event that it is necessary to remove a section of existing driveway, as directed by the Township Inspector, bidder shall sawcut the limits of pavement removal. No separate payment shall be made for pavement removal.
4. The material used will be Hot Mix Asphalt F.A.B.C. (Mix I-5) Surface Coat and Tack Coat.

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Section II – Technical Requirements (continued)

J. RESURFACING REQUIREMENTS

1. Hot Mix Asphalt F.A.B.C. Mix I-5 Surface Course shall be placed to a compacted depth of two inches (2") when overlaid on existing surface course and on all milled surfaces unless otherwise directed by the Township Inspector. F.A.B.C. Mix I-5 Surface Course shall also be used for leveling if and where directed by the Township Inspector.
2. If a tapered joint is required:
All tapered joints where new pavement meets existing pavement at un-milled road intersections, shall be treated with the application of a hot iron.
3. All areas within and around two feet (2') of a drainage inlet, manhole or utility box, shall be treated with the application of a hot iron or plate compactor to achieve proper compactions.
4. All longitudinal driveway joints shall be properly compacted utilizing a drum roller or compactor plate.
5. All driveways, sidewalks and concrete curb tops shall be broom swept clean to remove any debris from the paving process.

K. ROADWAY BASE REPAIR REQUIREMENTS

1. Roadway base repair may be required on this project. The Township Inspector shall determine if and where the roadway base repair is needed. The successful bidder will meet the following guidelines for all roadway base repair:
 - a. All material determined by the Township Inspector to be unsuitable to remain as roadway base, will be excavated, removed and discarded by the successful bidder.
 - b. Six (6) inches of dense grade aggregate (DGA) stone will be installed and compacted.
 - c. Four (4) inches of 1-2 stabilized base will be installed and compacted.

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Section II – Technical Requirements (continued)

L. RESET WATER/GAS VALVE BOX REQUIREMENTS

1. All water and gas valve boxes are to be reset using risers provided by the utility company. Contractor is responsible for obtaining all necessary risers from the respective utility companies.
2. HMA Surface Course shall be used as the material for feathering-in of the raised water and gas valve boxes to the adjoining existing pavement on milled streets. The raised valve boxes shall have one half inch (1/2") of exposed casting. The material shall be removed prior to overlay.
 - a. Exposed valve boxes shall be painted with fluorescent orange.
 - b. Prior to paving, the contractor is responsible to locate all utility valve boxes in the roadway and ensure that they will not be paved over.
3. Should a valve or valves be paved over, it will be the responsibility of the contractor to locate the valve, uncover and repave the road surface. THE TOWNSHIP OF WYCKOFF WILL NOT PAY FOR ANY SUCH REPAIRS.

M. PUBLIC UTILITIES

WATER:

Village of Ridgewood Water Department
205 East Glen Avenue
Ridgewood, NJ 07450
201-670-3372

TOWNSHIP OF WYCKOFF
Police Department
340 Franklin Avenue
Wyckoff NJ 07481
David V. Murphy, Chief of Police
201-891-2121

GAS

Public Service Gas & Electric Company
240 Kuller Road
Clifton, NJ 07011
973-365-6917

SEWER

Township of Wyckoff Department of Public Works
340 Franklin Avenue
Wyckoff NJ 07481
Scott Fisher, DPW Manager
201-891-7888

N. DEFECTIVE WORK REQUIREMENTS

1. Promptly replace and re-execute any work found to be defective by the Township Inspector prior to any payment. Contractor shall not be relieved of the obligation to correct defective work even though such work may have been previously inspected.
2. If contractor fails or neglects to replace any defective work within twenty-four (24) hours after written notice, the Township may cause such defective work to be replaced and the expense thereof shall be deducted from the amount to be paid to the contractor. An itemized list of expenses incurred by the Township shall be submitted to the contractor with the next payment.

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Section II – Technical Requirements (continued)

O. DAMAGE TO PRIVATE PROPERTY REQUIREMENTS

1. Contractor is responsible to repair damages to private property including but not limited to lawn sprinkler heads, lawn sprinkler hoses, “invisible fences” (i.e. dog restraints) and mailboxes. In the event that damaged facilities are not repaired within five (5) working days of written notification to the contractor by email, letter or facsimile, the contractor shall be assessed damages on a daily basis until the facilities are repaired.
2. The contractor is solely responsible for any damage caused by the contractor’s trucks transporting the HMA to each individual job site. The contractor is responsible for damage to resident lawns, mailboxes, street signs, overhead cables, phone or electric lines damaged by all equipment and vehicles on the job sites.

P. EQUIPMENT STORAGE REQUIREMENTS

1. The contractor is solely responsible for all equipment while working within the Township of Wyckoff.
2. At the end of each work day, the Township Inspector will coordinate with the contractor to determine a safe location for the storage of equipment overnight.
3. The contractor is responsible to supply all safety devices, i.e. orange barrels, cones and signs that will be placed around equipment which is stored overnight in the Township of Wyckoff
4. The Township of Wyckoff is not responsible for the safety of the contractor’s equipment.

Q. ROADWAY PROTECTION AND MAINTENANCE

1. The contractor is responsible for installing advanced notice signage prior to milling and paving on each street.
2. Signs shall provide the day of the week and date within two (2) days of the work to be performed.
3. Contractor is responsible to install warning signs on all roads after the milling is complete, i.e. raised manholes, rough road ahead and bump/slow.
4. Contractor is responsible for barricades, barrels and cones to be placed during the milling or paving process to prevent traffic from entering the work zones.

Section II – Technical Requirements (continued)

R. ASPHALT BERMS

1. Asphalt berms shall be installed as directed by the Township Inspector to assist in achieving proper drainage.
2. Asphalt berms, when required, will be installed at the same time the HMA road surface is laid.
3. Asphalt berms will not be allowed to be installed after the HMA road surface is complete.
4. Asphalt berms shall be an average height of four inches (4”) and constructed with the same HMA road surface material.
5. There is no item listed in the bid for the installation of asphalt berm(s). OR The installation of asphalt berm(s) is not included as an item in this specification.
Additional material required for the installation of asphalt berm(s) will be part of the total tonnage for each individual roadway resurfaced.

S. COMPACTION

1. The compaction of finish laid HMA surface course material shall meet and conform with all New Jersey Department of Transportation Road Construction Standards.
2. After compaction has been completed, the pavement shall be free of visible defects such as segregation, bleeding, ruts, ridges, roller marks, cracking, tearing, raveling, open or segregated transverse or longitudinal joints, depressed or raised areas around manholes or raised areas around inlets in the traveled way or any other defects as determined by the Township Inspector. All visible defects shall be repaired to the satisfaction of the Township Inspector at no additional cost to the Township of Wyckoff.

T. QUALITY OF MATERIAL

1. The Township Inspector shall, at his discretion, reject any truck load of HMA that he/she feels is defective and should not be placed.

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U. **LIST OF TOWNSHIP OF WYCKOFF ROADS**

1. Attached list of Township roads is provided to assist bidders to identify the type of work required in the bid.
2. The Township of Wyckoff reserves the right to add or delete roads from the list.
3. Tonnage and milling estimates are provided. These are the Township's best estimates for milling and paving for each of the listed roadways.

V. **PREPARATION OF RUSSELL FARM AND ZABRISKIE POND PARKING LOTS**

The successful low bidder shall be responsible to prepare and establish a sub-grade prior to the installation of (I-5) hot mix asphalt.

1. Sub-grade elevations shall be inspected by Scott Fisher- Project Inspector, prior to paving.
2. Sub- grade elevations will allow for a (3") installation of (I-5) hot mix asphalt
3. Proper pitch shall be established to allow both lots to drain correctly

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ROAD NAME	LENGTH	WIDTH.	PAVING TONS	MILL SQ. YARDS	
Pine St. - 80 x 80	1,450.00	26.00	740.00	4,900.00	
Rodney Rd - 80 x 80	1,330.00	24.00	650.00	4,300.00	
Birch Pkwy.	900.00	22.00	330.00	2,200.00	
Lawrence Ct. - 80 x 80	448.00	24.00	290.00	1,900.00	
Dale Ave	1,350.00	28.00	640.00	4,200.00	
Saxonia Ave - 70x70/ 810x23	130.00	30.00	480.00	3,000.00	
Linden St	960.00	26.00	440.00	2,775.00	
Ward Ave.	530.00	22.00	200.00	1,300.00	
Ullman - 80 x 80	970.00	24.00	500.00	3,300.00	
Ravine Ave. - Laf./GV one lane	1,825.00	12.00	380.00	2,500.00	
Liberty St- Baxter/Radcliffe	400.00	24.00	160.00	1,100.00	
Girard-Radcliffe/Lebanon	350.00	22.00	140.00	860.00	
Lebanon St	275.00	24.00	120.00	750.00	
Fordham St	560.00	22.00	210.00	1,370.00	
Radcliffe St-Colgate to End	750.00	24.00	300.00	1,900.00	
Chapman Pl. - 80 x 80	375.00	24.00	260.00	1,100.00	
Laurel Lane - Ivy/Sicomac	1,140.00	30.00	570.00	3,800.00	
Ivy Lave - Laurel/Albemarle	400.00	30.00	200.00	1,300.00	
Terrace Hghts. 1140x30	1,000.00	22.00	940.00	6,250.00	
Willow Run	1,470.00	24.00	600.00	3,920.00	
Kay Lane	440.00	26.00	200.00	1,270.00	
Everett Ave. - Franklin to School	270.00	30.00	300.00	2,000.00	
Timberline Rd	1,325.00	25.00	560.00	3,500.00	
Newtown Rd. - Henry/Wyckoff	1,100.00	24.00	460.00	2,940.00	
Hillcrest Rd	1,220.00	24.00	500.00	3,260.00	
Harvard - Cornell/Auburn	250.00	22.00	100.00	650.00	
Cornwall Ct	530.00	25.00	330.00	2,500.00	
William Way - Russell/Richard	960x30	1400x24	1,040.00	6,900.00	
Covington Pl	460x15	920x30	580.00	3,800.00	
Mason Ave.	770.00	30.00	400.00	2,500.00	
Hickory Hill	1,220.00	30.00	500.00	3,200.00	
Russell Farm Parking Lot			230.00		
Zabriskie Pond Parking Lot			140.00		

TOTALS 23,738.00 720.00 13,490.00 85,245.00

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BID BOND

THE UNDERSIGNED BIDDER, as the "Principal", and the undersigned Surety, as the "Surety", a corporation duly authorized to transact business in the State of New Jersey, are held and firmly bound unto the

The Township of Wyckoff, as the ("Owner")
for the full and just sum of

TEN PERCENT (10%) OF THE BID PRICE, NOT TO EXCEED TWENTY THOUSAND DOLLARS (\$20,000)

The payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly, and severally, and firmly by the covenants herein.

The condition of the above obligation is such that whereas the Principal has submitted a bid to the Owner to perform certain work described in the Bidding Documents entitled:

BID FOR ROAD RESURFACING

NOW, THEREFORE, if said bid shall be rejected, or, in the alternative, if said bid shall be accepted and the Principal shall deliver a properly and timely completed contract and performance and payment security, all in the form and manner required by the bidding documents and specifications and governing law,

THEN, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety shall in no way be impaired or affected by an extension of the time within which the Owner may accept or award a bid; and said Surety hereby waives notice of any said extension.

On this 1st day of July 2020, the Principal and Surety hereby bind themselves herein:

For the Principal:

For the Surety:

ROCKBORN TRUCKING & EXCAVATION, INC.

Bondex Insurance Company

(Name of Bidder)


(Name of Surety)

Guy Kohles, Vice President

Jaclyn Murphy, Attorney in Fact

(Printed/Typed Name of Bidder's Authorized Representative)

(Printed/Typed Name of Surety's Attorney-in-Fact)


(Signature of Bidder's Authorized Representative)


(Signature of Surety's Attorney-in-Fact)

Jaclyn Murphy

973-377-7000

(Surety Contact & Phone No.)

Attach and Submit with the Bid Bond a Power of Attorney for the Attorney-in-Fact which is currently dated and valid for the entire amount of the bid.

Note: Bidders must use this form or its legal equivalent, conforming to the N.J.S.A. 40A:11-21 Submission of the AIA Document 310, or any other form limiting or potentially limiting the penal sum of the bond to say amount less than 10% of the bid price not to exceed \$20,000 (such as forms of bond that limit the penal sum to the difference between the bid price and the Owner's cost of the Work), will be considered non-responsive to the bid specification and not considered for an award.

Bidbond.spc

NOTE: THE TOWNSHIP OF WYCKOFF HAS PROVIDED THIS SAMPLE CONSENT OF SURETY FORM FOR SUBMISSION TO A BIDDER'S INSURANCE/BONDING COMPANY. LANGUAGE, SUCH AS THIS, WILL BE ACCEPTED; HOWEVER, LANGUAGE THAT LIMITS THE TIME FRAME IN WHICH THE TOWNSHIP CAN PROCESS CLAIMS AGAINST A PERFORMANCE BOND, OR LANGUAGE THAT STATES THE SURETY IS CONDITIONAL DEPENDING ON CONTRACT TERMS, WILL NOT BE ACCEPTED. (CONTRACT TERMS WILL BE AS OUTLINED IN THE BID SPECIFICATION).

CONSENT OF SURETY

Bondex Insurance Company

NAME OF INSURANCE/BONDING COMPANY

Being duly qualified to transact business in the State of New Jersey, it is hereby certified that if

ROCKBORN TRUCKING & EXCAVATION, INC.

CONTRACTOR NAME

is the successful bidder for milling and road resurfacing, the insurance bonding company, as surety, will provide the bidder with performance bonds as are called for in the bid specifications.

Signed and Sealed July 1, 2020

Bondex Insurance Company

NAME OF INSURANCE/BONDING COMPANY

by: 

Jaclyn Murphy, ATTORNEY-IN-FACT

POWER OF ATTORNEY MUST BE ATTACHED TO CONSENT OF SURETY

YOU MUST PROVIDE BELOW THE NAME, ADDRESS AND PHONE NUMBER OF A PERSON TO BE CONTACTED IN THE EVENT ANY QUESTIONS OR CLAIMS ARISE REGARDING THE BID AND/OR PERFORMANCE BOND.

NAME Jaclyn Murphy TITLE Attorney-in-Fact

ADDRESS 30A Vreeland Road, Florham Park, NJ 07932

PHONE # 973-377-7000

CONSENTOFSURETY.SPC


ACKNOWLEDGEMENT OF SURETY

State of New Jersey -
]-ss.
County of Morris -

On 07 / 01 / 2020 before me personally came **Jaclyn Murphy** to me known, who, being by me duly sworn, did depose and say that he is an **Attorney-in-Fact of Bondex Insurance Company** the corporation described in and which executed the within instrument; that he knows the corporate seal, and that he signed that the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

BRENDA A. TURIELLO
NOTARY PUBLIC OF NEW JERSEY
Commission # 2319316
My Commission Expires 9/15/2024

My commission expires: _____



Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

STATE OF New Jersey) ss:
COUNTY Morris)

On the 1ST day of July in the year 2020,
Before me personally came Guy Kohles to me known, who, being by me duly sworn, did depose
and say that (s) he resides at 25 Oakwood Dr., Wayne, NJ, that (s) he is the
Vice President of ROCKBORN TRUCKING & EXCAVATION, INC., the
corporation described in and which executed the above instrument; and that (s) he signed her/his name thereto by order of the
Board of Directors of said corporation.

My commission expires:

CATHY ANN HENDERSON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 1/23/2025

C. Henderson
Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

STATE OF _____) ss:
COUNTY OF _____)

On the _____ day of _____ in the year 20 _____,
Before me personally came _____ to me known and known to me to be a member of the firm
_____, described in and who executed the foregoing instrument; and (s)
he duly acknowledged to me that (s) he executed the same for and in behalf of said firm for the uses and purpose mentioned
therein.

My commission expires: _____

Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF _____) ss:
COUNTY OF _____)

On the _____ day of _____ in the year 20 _____,
Before me personally came _____ to me known and known to me to be the person
described in and who executed the foregoing instrument and (s) he duly acknowledged that (s) he executed the same.

My commission expires: _____

Notary Public

This Power of Attorney is for Bid Bonds and Consents of Surety ONLY.

BOND #: BID

**POWER OF ATTORNEY
Bondex Insurance Company**

KNOW ALL MEN BY THESE PRESENTS:

That **Bondex Insurance Company**, a corporation duly organized under the laws of the State of New Jersey, and having a principal office in Florham Park, County of Morris, State of New Jersey, does hereby appoint: Claudia Pereira, Brenda Turiello, Jaclyn Murphy, and Antonina Baguley its true and lawful Attorney(s)-in-Fact, with full power and authority to execute on its behalf bid bonds and consents of surety issued in the course of its business and to bind the Company thereby, in an Amount not to exceed Five Million and 00/100 Dollars (\$5,000,000.00)*****

This Power Of Attorney is granted and is signed and sealed by the authority of the following Resolution adopted by the Board of Directors of Bondex Insurance Company at a meeting duly called and held on the 7th day of March, 2007.

**RESOLVED that the Chief Executive Officer, President or a Vice President, Secretary or Assistant Secretary, shall have the power and authority*

1. *To appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writing obligatory in the nature thereof and,*
2. *To remove, at any time, any such Attorney-in-Fact and revoke any authority given.*

"RESOLVED FURTHER, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached as though manually affixed"

IN WITNESS WHEREOF, Bondex Insurance Company has caused its seal to be affixed hereto and executed by its President on the 25th day of October, 2018.

BONDEX INSURANCE COMPANY



BY [Signature]
Philip S. Tobey, President

State of New Jersey
County of Morris ss.

On this 25th day of October, 2018, before me, a notary public, personally appeared Philip S. Tobey, personally known to me, who being duly sworn did say that he is the President of Bondex Insurance Company, the Corporation described in the foregoing instrument, and that the Seal affixed to said instrument is the said Corporate Seal and that he executed the same in his authorized capacity, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof I have set my hand and affixed my official Seal, the day and year fits written above,



CAROL DeCAPUA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/2/2022

BY [Signature]
Carol DeCapua, Notary Public

I, Maureen Cupo, Secretary of Bondex Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS HEREOF, I have hereunto set my hand this 1ST day of JULY, 2020.



BY [Signature]
Maureen Cupo, Secretary

Warning: Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties

UNCONDITIONAL PERFORMANCE BOND

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that we, the undersigned, as Principal and as Surety, are hereby held and firmly bound unto the Township of Wyckoff in the penal sum of _____ dollars, (\$ _____), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

(Name of Principal)

(Address of Principal)

a _____ hereinafter called Principal, and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

“The condition of the below obligation is such that whereas, the above named principal did on the _____ day of _____, 20____, enter into a contract with the Township of Wyckoff, which said contract is made a part of this, the bond attached, the same as though set forth herein for;

Road Milling and Road Resurfacing

“Now, if the said Principal shall well and faithfully do and perform the things agreed by _____ to be done and performed according to the terms of said contract, and shall pay all lawful claims of beneficiaries as defined by N.J.S. 2A:44-143 for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract, we, agreeing and assenting that this undertaking shall be for the benefit of any beneficiary as defined in N.J.S. 2A:44-143, having a just claim, as well as for the oblige herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

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UNCONDITIONAL PERFORMANCE BOND (Continued)

“The said Surety stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract or in or to the plans or specifications therein shall in anyway affect the obligation of said Surety on its bonds.”

This bond is given in compliance with the requirements of the Statutes of the State of New Jersey in respect to the Public Works Bond Act, revised Statutes of New Jersey, 1937, Sections 2A: 44-143-147, and amendments thereof; and liability hereunder is limited as in said statutes provided.

Signed, sealed and date this _____ day of _____

ATTEST:

(Principal) Secretary

(SEAL)
ATTEST:

(Witness as to Principal)

(Address)

Principal
By: _____ (s)

(Address)

ATTEST:

(Surety) Secretary

(SEAL)

(Witness as to Surety)

(Address)

(SURETY)

By _____

(Address)

NOTE: Date of BOND must be prior to the date of Contract.
If CONTRACTOR is a Partnership, all partners should execute BOND.

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NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

SS:

COUNTY OF Morris

I Guy Kohles

of the City of Wayne

in the County of Passaic

and the State of New Jersey

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

I am vice President

Of
The
firm of Rockborn Trucking & Excavation, Inc

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

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

Rockborn Trucking & Excavation, Inc (N.J.S.A. 52:34-15)
(Name of Contractor)

Guy Kohles
(Also type or print name of affiant under signature)
Guy Kohles, Vice President
Subscribed and sworn to before me this

Day of 1st of July 2020

Catherine
Notary Public of
My commission expires:

CATHY ANN HENDERSON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 1/23/2025

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STATEMENT OF OWNERSHIP DISCLOSURE

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

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information shall render the bid proposal unresponsive and it will not be considered for an award.

Name of Organization: Rockborn Trucking & Excavation, Inc

Organization Address: 12 Taylor Rd, Wharton, NJ 07885

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)

(Please attach additional sheets in the below format if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Rocky Florio	39 Soundview Locust Valley, NJ
Guy Kohles	25 Oakwood Dr Wayne, NJ

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Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets in the below format if more space is needed.**


Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets in the below format if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the *Township of Wyckoff* is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with *Township of Wyckoff* to notify the *Township of Wyckoff, Municipal Administrator*, in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the *Township of Wyckoff* to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Guy Kohles	Title:	Vice President
Signature:		Date:	7/1/2020

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ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS

TOWNSHIP OF WYCKOFF


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

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick up, etc.)	Date Received
None		

Acknowledgment by Bidder:

Name of Bidder: Rockborn Trucking & Excavation, Inc

By Authorized Representative: _____

Signature: 

Printed Name and Title: Guy Kohles, Vice President

Date: 7/1/2020

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DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Page 1 of 2

Bid name: 2020 TOWNSHIP OF WYCKOFF ROAD RESURFACING

Bid Due Date: WEDNESDAY, JULY 1, 2020

Bidder: Rockborn Trucking & Excavation, Inc

PART 1:

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the NJ Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director of the NJ Department of Treasury finds a person or entity to be in violation of the principles which are the subject of this law, he/she shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Township of Wyckoff under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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PART 2 is required to be completed if both certification boxes in PART 1 were not certified.

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

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaged in the investment activities in Iran outlined above be completing the section below.

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED ADDITIONAL ROOM, ADD ADDITIONAL PAGES.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____

Contact Phone Number _____

PART 3: CERTIFICATION SIGNATURE:

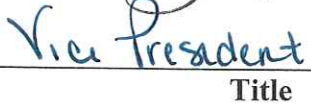
Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the **Township of Wyckoff** is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Township of Wyckoff** to notify the **Township of Wyckoff** in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the **Township of Wyckoff** and that the **Township of Wyckoff** at its option may declare any contract(s) resulting from this certification void and unenforceable. Parts 1 and 3 or Parts 2 and 3 must be completed and signed to be responsive to the specifications. Failure to complete Parts 1 and 3 or Parts 2 and 3 will render the bid non-responsive and the bid shall not be considered for an award.



Signature



Print Name



Title



Date





State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
OFFICE OF THE DIRECTOR
33 WEST STATE STREET
P. O. BOX 039
TRENTON, NEW JERSEY 08625-0039
<https://www.njstart.gov>

Telephone (609) 292-4886 / Facsimile (609) 984-2575

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

ELIZABETH MAHER MUOIO
State Treasurer

MAURICE A. GRIFFIN
Acting Director

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):

1. Amona
2. Bank Markazi Iran (Central Bank of Iran)
3. Bank Mellat
4. Bank Melli Iran
5. Bank Sadcrat PLC
6. Bank Sepah
7. Bank Tejarat
8. China International United Petroleum & Chemicals Co., Ltd. (Unipecc)
9. China National Offshore Oil Corporation (CNOOC)
10. China National Petroleum Corporation (CNPC)
11. China National United Oil Corporation (ChinaOil)
12. China Petroleum & Chemical Corporation (Sinopec)
13. China Precision Machinery Import-Export Corp. (CPMIEC)
14. Indian Oil Corporation
15. Kingdream PLC
16. Naftiran Intertrade Company (NICO)
17. National Iranian Tanker Company (NITC)
18. Oil and Natural Gas Corporation (ONGC)
19. Oil India Limited
20. Persia International Bank
21. Petroleos de Venezuela (PDVSA Petróleo, SA)
22. PetroChina Company, Ltd.
23. Sameh Afzar Tajak Co. (SATCO)
24. Shandong Fin Cnc Machine Company, Ltd.
25. Sinohydro Co., Ltd.
26. SKS Ventures
27. Som Petrol AS
28. Zhuhai Zhenrong Company

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List Date: July 30, 2019

LIST OF SUBCONTRACTORS
 (Required by P.L. 1997, c.408 (N.J.S.A. 40A:11-16))

Name	Address	Telephone	Specialized Sub-prime area	Scope of Work for each Subcontractor in each specialized Sub-prime area
Aguilera Construction	76 Passaic Ave Florham Pk, 07932	973-635-7139	Concrete	Manholes Catch Basins

**BIDDER'S LIST OF FIVE (5) COMPARATIVE MUNICIPAL ROAD RESURFACING
PROJECTS WITH SIMILAR VOLUME THAT THE BIDDER HAS COMPLETED
IN THE PAST THREE (3) YEARS**

* See Attached *

List Municipal Project Name for each of five (5) municipal projects performed in the past three (3) years. Clearly state the following:

- A. Name of Project, the volume of paving performed, and the month(s) and year the work was performed and completed.
- B. Municipality for which the work was performed.
- C. The contact person for the entity which contracted for the milling and paving. (The contact person must still be in the entity's employ and knowledgeable on the paving contractor's work and willing to discuss it with the Township).
- D. Provide the contact person's name, title, complete telephone number and complete email address.

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Rockborn Trucking & Excavation, Inc.

12 Taylor Road
Wharton, NJ 07885-1502
Phone: 973-973-891-1795 * Fax: 862-397-4914

WORK EXPERIENCE IS THE LAST THREE YEARS

Owner: Borough of Fair Lawn
Address: P.O. Box 376, Fair Lawn, NJ 07410
Engineer: Geoffrey Smith **Telephone:** 201-794-5303
Type of Work: 2017 Road Resurfacing
Contract Amount: \$1,499,513.15
Contract Date: June 2019
Completion Date: March 2020

Owner: City of Paterson
Address: 111 Broadway, 4th Floor, Paterson, NJ 07505
Engineer: Benjamin De Mario **Telephone:** 973-951-4966
Type of Work: 2016 Road Resurfacing
Contract Amount: \$4,203,149.00
Contract Date: July 2016
Completion Date: December 2017

Owner: Gray Supply
Address: 199 Franklin Rd., Randolph, NJ 07869
Engineer: Kevin Klinger **Telephone:** 973-521-0875
Type of Work: 2019 Pavement Restoration
Contract Amount: \$5,967,651.42
Contract Date: March 2019
Completion Date: December 2019

Owner: Tilcon New York, Inc.
Address: 9 Entin Road, Parsippany, NJ 07504
Engineer: **Telephone:** 973-888-7727
Type of Work: PSE&G Harrison District
Contract Amount: \$3,266,391.20
Contract Date: April 2018
Completion Date: December 2018

Owner: City of Newark
Address: 920 Broad Street, Newark, NJ 07102
Engineer: John T. George, PE **Telephone:** 973-256-4965
Type of Work: Contract 02-WS2014
Contract Amount: \$474,900.12
Contract Date: November 2014
Completion Date: August 2017

**CERTIFICATION THAT THE MILLING AND ROAD PAVING
IS IN COMPLIANCE WITH THE REQUIREMENTS OF THE SPECIFICATIONS**

I certify that the construction of the work in the specification is in compliance with all of the requirements of the specifications dated June 19, 2020.

Rockborn Trucking & Excavation, Inc
COMPANY

12 Taylor Rd
Address

Wharton, NJ 07885

Guy Kohles
Vice President/Owner

[Signature]
Signature of President/Owner

973-891-1795
Telephone

gkohles@rockborn.net
Email

Sworn to and subscribed
Before me on the 1st day
Of July, 2020.

[Signature]
NOTARY

My commission expires on:

DATHY ANN HENDERSON
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 1/23/2025

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Section III

BID PROPOSAL (Page 1 of 6)

The undersigned, having read and carefully reviewed the Notice to Bidders, Instructions to Bidders & Technical Specifications, hereby agree to perform the work in accordance with the specifications.

THE UNDERSIGNED BIDDER HEREBY REPRESENTS TO THE TOWNSHIP OF WYCKOFF THAT HE HAS NOT DISCUSSED, COMPARED OR DISCLOSED HIS BID WITH ANY, OR TO ANY OTHER BIDDER AND THAT THIS BID IS NOT IN ANY WAY DIRECTLY OR INDIRECTLY THE RESULT OF ANY FRAUD OR COLLUSION.

MILLING AND PAVING OF ROADS IN THE TOWNSHIP OF WYCKOFF

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description & Unit Prices in Words</u>	<u>Unit Price in Numbers</u>	<u>Extended Total</u>
1	13,120 tons	Hot Mix Asphalt Surface Course (Mix I-5) (per ton) <u>Sixty Nine</u> Dollars <u>Twenty Five</u> Cents	\$ <u>69.25</u> (Per Ton) (In numbers)	\$ <u>908,560.00</u> (In numbers)
2	2,173 SQ. YDS.	Roadway Base Repair – 6 inches DGA stone and 4 inches I-2 Stabilized Base Asphalt <u>Ten</u> Dollars <u>No</u> Cents	\$ <u>10.00</u> (Per Sq. Yard) (in numbers)	\$ <u>21,730.00</u> (in numbers)
3	230 tons	Hot Mix Asphalt Surface (Mix I-5) (per ton) <u>Sixty Nine</u> Dollars <u>fifty five</u> Cents	\$ <u>69.55</u> (Per ton) (in numbers)	\$ <u>15,996.50</u> (in numbers)
4	140 tons	Hot Mix Asphalt Surface (Mix I-5) (per ton) <u>Sixty Nine</u> Dollars <u>fifty five</u> Cents	\$ <u>69.55</u> (Per ton) (in numbers)	\$ <u>9,737.00</u> (in numbers)

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Section III (continued)
 BID PROPOSAL (Page 2 of 6)

5	85,245 Sq. Yards	Milling, 2 Inches Average Depth (per sq. yard)	<u>Four</u> Dollars	<u>No</u> Cents	\$ <u>4.00</u> (Per Sq. Yard) (in numbers)	\$ <u>340,980.00</u> (in numbers)
6	37 units	Reset and Repair Manholes	<u>Seven Hundred Seventy</u> Dollars	<u>No</u> Cents	\$ <u>770.00</u> (Per Manhole) (in numbers)	\$ <u>28,490.00</u> (in numbers)
7	59 units	Reconstruct Catch Basin Inlets - Type B	<u>fifteen hundred ninety five</u> Dollars	<u>No</u> Cents	\$ <u>1595.00</u> (Per Catchbasin) (in numbers)	\$ <u>94,105.00</u> (in numbers)
8	47 units	Supply & install (ERS) NJDOT approved catch basin face plates	<u>Three hundred Ninety Six</u> Dollars	<u>No</u> Cents	\$ <u>396.00</u> (Per Unit) (in numbers)	\$ <u>18,612.00</u> (in numbers)
9	39 units	Supply & install bicycle safe catch basin grates	<u>Three Hundred Ninety Six</u> Dollars	<u>No</u> Cents	\$ <u>396.00</u> (Per Unit) (in numbers)	\$ <u>15,444.00</u> (in numbers)
10	12 units	Supply & install catch basin inlet frame risers	<u>Two hundred twenty</u> Dollars	<u>No</u> Cents	\$ <u>220.00</u> (Per Unit) (in numbers)	\$ <u>2,640.00</u> (in numbers)

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Section III (continued)
 BID PROPOSAL (Page 3 of 6)

11	58 units	Reset gas and water valve castings	<u>Thirteen</u> Dollars	<u>Seventy five</u> Cents	\$ <u>13.75</u> (Per Unit) (in numbers)	\$ <u>797.50</u> (in numbers)
12		Provide roadway maintenance and protection as required in Section II, Item Q				\$ <u>7,500.00</u> (in numbers)
13		Asphalt Price Adjustment	<u>Twenty- Thousand Dollars</u>	<u>Zero Cents</u>		\$20,000
14		Fuel Price Adjustment	<u>Five Thousand Dollars</u>	<u>Zero Cents</u>		\$5,000

TOTAL BID – (Items 1 through 14)

<p><u>One Million Four Hundred Eighty</u> <small>Print in Words</small> <u>Nine Thousand Five Hundred Ninety</u> <u>Two Dollars and No cents</u></p>	<p>Dollars & Cents</p>	<p>\$ <u>1,489,592.00</u> <small>(Total Bid Price in Numbers)</small></p>
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Section III (continued)
BID PROPOSAL (Page 4 of 6)

Prices bid net exclusive of all use, sales and excise taxes and must include all transportation, delivery and unloading cost of all bituminous concrete, oil, and fully prepaid F.O.B. destination – “various roads in the Township of Wyckoff” where the paving shall be performed. The registered Federal excise number for the Township of Wyckoff is IRS 22-600-2425.

BIDDERS TAX IDENTIFICATION # 11-250-6004

ANY EXCEPTIONS TAKEN?

Yes _____ No X

If Yes, have you attached them to your Bid Proposal?

Yes _____ No _____

Respectfully submitted,

Rockborn Trucking & Excavation, Inc
Name of Corporation or Partnership (Print or Type)

12 Taylor Rd
Address

Wharton, NJ 07885

973-891-1795 Telephone # 862-397-4914 Fax#

gkohles@rockborn.net
Email

C. Decker
Attested by

[Signature]
SIGNATURE

7/1/2020
Date

Guy Kohles, Vice President
Print or Type Name and Title

**Prices bid shall be firm, net exclusive of all use, sales and excise taxes. The Registered Federal Excise Number for the Township of Wyckoff is IRS# 22-600-2425.

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SECTION III
BID PROPOSAL PAGE (Page 5 of 6)
(When a Bidder is a Corporation)

CORPORATE RESOLUTION


BE IT RESOLVED, that the Vice President of this Corporation is hereby authorized and empowered to execute, acknowledge and deliver such documentation, instruments and papers and perform such acts as may be legally, properly and reasonably required or necessary for the purpose of submitting a bid to the TOWNSHIP OF WYCKOFF in accordance with bid specifications for:

**MILLING AND RESURFACING OF ROADS
IN THE TOWNSHIP OF WYCKOFF**

I, SECRETARY of Rackborn Trucking & Excavation, Inc a
CORPORATION of the State of New York, hereby certify

That the foregoing is a true copy of a Resolution as it appears in the records of the Corporation and as was Duly and legally adopted at a meeting of the Board of Directors of the Corporation called for that purpose and Held on June 26, 2020, pursuant to and in accordance with the Certificate Of Incorporation and by-laws thereof; that it has been not modified, amended or rescinded and is in full force and effect as of the date hereof.

DATED: June 26, 2020



SECRETARY

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SECTION III
BID PROPOSAL PAGE (Page 6 of 6)
(when Bidder is an Entity other than a Corporation)

CERTIFICATION WHEN A BIDDER IS OTHER THAN A CORPORATION

State of _____

County of _____

I,

(Print Name)

certify that I am the _____
(State Title)

Of the business entity submitting this bid/proposal; that I have completed and signed all of the required documents; that I am duly authorized to sign the bid/proposal on behalf of the business entity; and that all of the declarations and statements contained in the bid/proposal document are true and accurate to the best of my knowledge and belief.

(Signature of Bidder)

(Date)

NOTARY:

Subscribed and sworn to before me

At _____

This _____ day of _____, 2020

(Notary Public)

Commission expires: _____

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**TOWNSHIP OF WYCKOFF
BID SUBMISSION CHECK LIST**

This check list is provided to assist bidders with submitting a bid which includes the items required for a bid to be responsive to the bid specifications. If a bidder fails to include any of these requirements in their submitted bid, the bid is non-responsive to the bid specification and cannot be considered for a contract award.

The Township of Wyckoff requires the following documents to be included with this construction bid. Bidders shall initial in the Column at the far right that the bidder has submitted each requirement in their sealed bid.

Required with
Submission of Bid
(owner's checkmarks)

Initial each item
submitted with Bid
(Bidder's initials)

X	An unconditional Bid Guarantee as required by N.J.S.A. 40A:11-21	JK
X	An unconditional Certificate from a Surety company, pursuant to N.J.S.A. 40A:11-22	JK
X	A statement of ownership of business entity, pursuant to N.J.S.A. 52:25-24.2	JK
X	Bidder's acknowledgment of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document. Please include in your bid submission a signed copy of this document, even if no addendums were issued.	JK
X	Non-Collusion Affidavit	JK
X	Certification – Disclosure of Investment activities in Iran	JK
X	List of Subcontractors, if applicable.	JK
X	List of five (5) comparable municipal projects completed in the last three (3) years.	JK
X	Proposal Pages with prices clearly stated and signature of bidder's representative (Bid Proposal Pages 1 through 6)	JK
X	If the bidder is a Corporation, bidder shall provide a completed Corporate Resolution certifying the person signing the bid has the authority to sign for the Corporation submitting the bid. (Bid Proposal Page 4 of 6)	JK
X	If the bidder is an entity other than a Corporation, (Bid Proposal Page 5 of 6), shall be signed and notarized	

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