HARMONY TOWNSHIP

WARREN COUNTY

NEW JERSEY

CONTRACT: # 2013-7
BLUE ACRES DEMOLITION OF STATE PROPERTIES
PURSUANT TO STATE DEP GUIDELINES

BRIAN TIPTON, MAYOR

HARMONY TOWNSHIP COMMITTEE

NOTICE TO BIDDERS

Harmony Township sealed bids for:

Contract # 2013 – 7

BLUE ACRES DEMOLITION OF STATE PROPERTIES PURSUANT TO STATE OF NEW JERSEY, DEPARTMENT OF ENVIRONMENTAL PROTECTION (NJDEP) GUIDELINES

Sealed bids will be opened and read in public for consideration by Harmony Township, 3003 Belvidere Road, Harmony Township, Municipal Building, New Jersey 08865 on April 5, 2013, at 10:00 a.m. All bids shall be received at the Harmony Township Municipal Building any time prior to April 5, 2013. Thereafter, a representative of Harmony Township, will be present in the Harmony Township Municipal Building to receive bids at such place. Bids arriving after April 5, 2013 will not be accepted. All bids shall be presented to Harmony Township by the bidding parties or their agents prior to the time designated or when called for by Harmony Township.

If you are interested in downloading NJDEP's Bid Specifications, please visit the following website: http://www.state.nj.us/dep/greenacres/blue_flood_ac.html#municipalities. You may download the specifications electronically at no charge. If you do not have internet access and need a hard copy of the specifications, please make all requests to the Harmony Township Clerk between the hours of 9:00 a.m. and 4:30 p.m., Monday through Friday.

Bids shall be made on the standard proposal form and must be enclosed in a sealed envelope addressed to Harmony Township at the above address. The name and address of the bidder and the name of the item must be printed on the face of the envelope. Bid packages should not be disassembled or duplicated. One (1) original and one (1) copy of the bid proposal must be submitted. Bids will be rejected if not submitted within the specified time and date and at the designated location.

In all cases in which a bid is delivered by public or private mailing, or if hand delivered, the following address and notation must appear prominently on the front of the outside envelope:

Re: Contract # 2013-7
BLUE ACRES DEMOLITION OF STATE PROPERTIES PURSUANT TO NJDEP GUIDELINES
Harmony Township
Harmony Township Municipal Building
3003 Belvidere Road
Phillipsburg, NJ 08865

The bid documents shall be placed in an interior envelope, which shall have the following endorsement in the upper right-hand corner:

Bid for: Contract # 2013- 7
BLUE ACRES DEMOLITION OF STATE PROPERTIES PURSUANT TO NJDEP GUIDELINES
Bid Opening Date: April 5, 2013
Bid Opening Time: April 5, 2013

Bidders who elect to utilize public or private mailing for delivery assume the burden of correctly addressing the envelope.

Each proposal must be accompanied by a Surety's Consent and a Certified Check, Cashier's Check, or Bid Bond (form at the discretion of the bidder), made payable to the Township of Harmony, New Jersey, **for at least Ten Percent (10%) of the amount of the total proposed bid**, **except that the amount of the Check or the Bid Bond shall not exceed $20,000.00**. **Please read all of the requirements for bid guarantees listed on pages 9 and 28 of the Bid Specifications very carefully, as those requirements will be strictly enforced.**

Bidders shall comply with the State's affirmative action requirements, N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127) and N.J.A.C. 17:27, as well as with the Americans with Disabilities Act and with N.J.S.A. 52:25-24.2 (P.L. 1977, c. 33).

The Harmony Township Committee reserves the right to reject any and all bids for the above listed contract in whole and/or in part which do not comply with the specification and/or the statutory requirements. The Harmony Township Committee reserves the right to waive informalities as the Township of Harmony may deem to be in its best interest.

All contract documents are to be submitted in accordance with bidder's checklist. All erasures, interpolations, and other physical changes to the bid form shall be signed or initialed by the bidder.

All bidders are required to conduct a site visit prior to bidding. Information on obtaining access to the property is listed on page 39 of the bid specification.

All work must be completed no later than May 5, 2013 in order to meet deadlines set by the Federal government.

By the order of the Township of Harmony
Harmony Township Clerk

Publish Date: March 13, 2013

BID DOCUMENT SUBMISSION CHECKLISTS

HARMONY TOWNSHIP

BLUE ACRES DEMOLITION OF STATE PROPERTIES
PURSUANT TO NJDEP GUIDELINES 2013 - 7
(Name of Construction/Public Works Project) *(Project or Bid Number)*

The bid document is to be returned in the exact same page order in which it was received.

Failure to submit any one of the mandatory items shall be deemed a fatal defect that shall render the bid proposal unresponsive and that cannot be cured by the Township of Harmony. (N.J.S.A. 40A:11-23.2)

Description of Item Required with Bid Submission	Item Submitted with Bid (Bidder's initials)	Item Completed (Harmony Township's checkmarks)
Bid Bond, as required by N.J.S.A. 40A:11-21		
Consent of Surety, pursuant to N.J.S.A. 40A:11-22		
Business Registration Certificate		
Listing of subcontractors, as required by N.J.S.A. 40A:11-16		
If applicable, Bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specification, or bid document (Acknowledgment of Revisions or Addenda)		

The following documents are to be submitted with each bid. (N.J.S.A. 40A:11-23.1b)

Description of Item Required with Bid Submission	Item Submitted with Bid (Bidder's initials)	Item Completed (Harmony Township's checkmarks)	Description of Item Required with Submission of Bid	Item Submitted with Bid (Bidder's initials)	Item Completed (Harmony Township's checkmarks)
Bid Proposal Form			Site Visitation Statement		
Bidder's Qualification Statement			Ownership Disclosure Statement		
Checklist of required documents signed (see below)			Non-Collusion Affidavit (must be notarized)		
Experience Sheet (with references)			Resolution of Authorization if Bidder is a Corporation		
Bidder's Personnel			Subcontractor List		
Americans with Disabilities Act			Corporate Resolution of Authorization (if applicable)		
Affirmative Action Certification			Debarred, Suspended, or Disqualified Bidder Affidavit		
EEO Certification for Construction Contracts			Certification of Equipment		

The following items, as checked, shall be required from the successful bidder after the award of the contract:

Performance Bonds	____√____
Certification of Insurance	____√____
Signed Contracts	____√____
Maintenance Bond	____√____
State Public Works Contractors Registration	____√____

If you are chosen as the lowest responsible bidder, you also may be required to provide Harmony Township with a copy of the State Public Works Contractors Register Certificate. **This certificate must be dated on or before the date your bid is submitted.**

The following documents shall be required by the NJDEP from the successful bidder:

*** Notice to Bidders Set-Off for State Tax**
*** Affirmative Action Employee Information Report**
*** MacBride Principles Form**
*** Source Disclosure Certification Form**
*** Ownership Disclosure Form**

SIGNATURE: The undersigned hereby acknowledges and has submitted the above-listed requirements and has reviewed the entire bid package.

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Print Name and Title: _____

Date: _____

* * * \

BIDDER'S QUALIFICATION STATEMENT

1. How many years have you been in business under your present business name?

_____

2. Have you, your organization, partners, or officers ever failed to complete a municipal contract or defaulted under any such contract? If yes, please explain, and list the Municipality involved. (Attach a separate sheet, if necessary.)

_____
_____
_____
_____

3. Did you, your organization, partners, or officers ever withdraw your bid after being designated the lowest bidder on a municipal contract? If yes, please explain. (Attach a separate sheet, if necessary.)

_____
_____
_____
_____

4. Have you, your organization, partners, or officers ever been a party to any lawsuits or legal actions, whether of a civil or criminal nature, arising out of or involving bid contracts or the performance thereof? If so, provide details and the disposition of the matter.

_____
_____
_____
_____

5. Are there any unsatisfied judgments recorded against you, your organization, partners, or officers? If so, provide details, including the name and the address of each judgment creditor and the amount of each judgment.

_____
_____
_____
_____

6. Provide the period of time in which you or your organization has been continuously engaged in this type of development, operation, and maintenance program in the State of New Jersey and the name under which the proposal is submitted.

_____
_____
_____
_____

NOTE: Any information submitted in the Bidder's Qualification sheet that is false or misleading may be grounds for the disqualification of the bidder and the rejection of his bid.

INFORMATION FOR THE BIDDER

DEFINED TERMS: Wherever the words defined herein (or the pronouns used in place of them) are used in the contract and the bid specifications, their intent and meaning shall be interpreted as follows:

As Directed, As Required, As Permitted – Wherever in the bid specifications the words "as directed," "as required," "as permitted," or words of like import are used, it shall be understood that the direction, requirements, or permission of the designated contact person for each site is intended (and similarly the words of like import) shall mean approved by or acceptable and satisfactory to, the contact person for each site.

Bid – The offer or proposal submitted by the Bidder on the prescribed form, setting forth the prices for the work to be performed. Final bids should reflect any salvage value as identified by the Contractor at the site inspection.

Bid Bond – The security designated in the proposal to be furnished by a Bidder as a guaranty of good faith to enter into a contract if the work is awarded to him. The security amount must equate to Ten Percent (10%) of the Bid, not to exceed $20,000.00.

Bidder – Any individual, firm, or corporation submitting a Proposal for the work contemplated, acting directly or through a duly authorized representative.

Change Order – A written order to the Contractor signed by the Township of Harmony and the NJDEP, authorizing an addition, deletion, or revision to the work, or an adjustment of the Contract amount or Contract time.

Clerk – The clerk of the governing body, if the Township of Harmony be a County or Municipality.

Contract – The agreement covering the performance of the work, together with all supplementary documents, including but not necessarily limited to the following: Notice to Contractors; Information for Bidders; Proposal; State Purchase Order or Orders; Executed Contracts; Contract Bond; and Specifications, including a Scope of Work, which are to be treated as one instrument, whether or not set forth at length, in the form of the contract.

Contract Price – The total amount of money payable to the Contractor under the contract documents.

Contract Time – The number of calendar days stated in the Contract for the completion of the Work.

Contractor – The party of the second part designated in the contract who is entering into the contract for the performance of the work required by it acting directly or through agents or employees.

Counsel – The person or firm holding the position or acting in the capacity of legal counsel for the Owner in the performance of the work contemplated.

Engineer – Whenever the word "Engineer" is used in reference to the Work or any part thereof in the bid specifications, it shall be understood to apply and refer to the professional engineering representative of the Township of Harmony or one who is duly authorized to represent the Township of Harmony or the NJDEP in the execution of the Work covered by the bid specifications and the Contract. The term "Engineer" (or the pronouns used in place thereof) shall refer to one acting either directly or through assistants under him, limited to the particular duties entrusted to him.

Harmony Township – The Township of Harmony, a Municipal Corporation, or a Municipality of the State of New Jersey, with principal officials at 3003 Belvidere Road, Phillipsburg, NJ 08865, being the party of the first part; or any officer or agent duly authorized to act on behalf of the Township of Harmony.

Modification – A written amendment to the contract documents signed by both parties; a change order; or a written clarification or interpretation issued by the Engineer.

NJDEP – The State of New Jersey, Department of Environmental Protection or its assigns, with its principal office at 401 East State Street, Trenton, New Jersey 08625.

Owner – A public body or authority, association, partnership, corporation, or individual for whom the Work is to be performed; or the party of the first part in the Contract.

Personal Injury – Interpreted to mean "Bodily Injury" for insurance coverage purposes.

Project Representative – An authorized representative of the Township of Harmony assigned to observe and oversee the demolition work.

Proposal – The approved, prepared form on which the Bidder will or did submit his prices for the work contemplated.

Roadway – That portion of the highway included between the gutter or side ditch lines, reserved for the accommodation of the traveling public, and its appertaining structures and slopes, as well as all ditches, channels, waterways, etc., necessary to properly effectuate drainage.

Scope of Work – The specific details and expectations for the demolition work, is outlined in the Bid Specifications and made part of the Contract.

Shop Drawings – All drawings, diagrams, illustrations, brochures, schedules, and other data prepared by the Contractor, Subcontractor, manufacturer, supplier, or distributor that illustrate the equipment, material, or some portion of the Work.

Specifications – All of the specifications and modifications appended hereto pertaining to the method or manner of performing the Work or to the quantities or qualities of materials to be furnished.

Subcontractor – Any individual, firm, partnership, or corporation having a direct agreement with the Contractor for doing work or for furnishing material.

Surety – The corporate body bound with and for the Contractor (who is primarily liable) and engages to be responsible for the Contractor's payment of all debts pertaining to and for the Contractor's acceptable performance of the Work for which he has contracted.

Work – Any and all obligations, duties, and responsibilities necessary for the successful completion of the Project pursuant to the contract documents, including the furnishing of all labor, materials, equipment, and other incidentals.

Working Day (a/k/a Business Day) – A calendar day, exclusive of Saturdays, Sundays, and legal holidays, on which, in the sole opinion of the Township of Harmony, weather and working conditions permit the Contractor to make effective use (during normal working hours) of not less than one-half of his normal current daily man-hours.

RECEIPT OF BIDS: Bids will be opened at the time and place specified in the "Notice to Bidders." The Township of Harmony suggests that all bids be hand-delivered to the Municipal Clerk at the Municipal Building and takes no responsibility for the receipt of bids through the U.S. Postal Service or other courier services. No bids will be accepted after the time designated for the opening of bids.

BID FORM: Bids must be submitted on the "Bid Proposal" form that is included in the bid package. All blank spaces must be completed. All proposals shall be typewritten or penned on the forms. Unit prices and totals must be inserted in the space provided. Insert "N/A" in the blanks if not applicable. Proposals showing any erasure, alteration, or interlineation must be initialed by the Bidder in ink. Failure to comply may be cause for rejection of the Bid. Where discrepancies occur between the unit figure and the extension, the unit price will prevail.

The bid form is included in the contract documents; additional copies may be obtained upon request from the Township of Harmony.

Bid forms must be completed in ink or typed. The bid price of each item on the form must be written out in words and numerically; in the case of a conflict, words will prevail.

Bids submitted by corporations must be executed in the corporate name by the president or a vice-president **(or other corporate officer when accompanied by written evidence of authority to sign)**, and the corporate seal shall be affixed and attested by a secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

Bids submitted by partnerships must be executed in the partnership name and signed by a partner; his title must appear under his signature, and the official address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The Bid shall contain an acknowledgement of receipt of all addenda, the numbers of which shall be filled in on the bid form.

If a unit price or a lump sum already entered by the Bidder on the bid form is to be altered, it shall be crossed out with ink, and the new unit price or lump sum bid entered above or below it, and initialed by the Bidder in ink.

The Bids received will be compared on the basis of the summation of the lump sum amounts bid, and the products of the quantities of items listed at the unit prices bid. In the case of a discrepancy between the total shown in the Bid and that obtained by adding the products of the quantities of items at the unit prices, the unit prices as written out in words in the proposal shall govern any errors found in said products, and in the addition, will be corrected.

SIGNATURE ON BID FORM: The bid proposal must be signed by the individual bidder and his signature witnessed by another person. If the bidder is a partnership, all partners must sign, and their signatures must be witnessed by another person. If the bidder is a corporation, the bid proposal must be signed in the name of the corporation by a chief executive officer and witnessed by a recording officer.

BONDS OR SECURITY REQUIRED

BID BOND: Refer to the Checklist of Required Documents to determine whether bid security is required for the attached proposal. The amount and type of bid security is stated in the advertisement and in the Notice to Bidders. The required security from the bidders must be in the form of a certified check, cashier's check, or surety bid bond, payable to the Township of Harmony. **The amount of the bid security must be Ten Percent (10%) of the total bid but shall not exceed $20,000.000.** If the bid security is in the form of a surety bid bond, the Surety shall be licensed to conduct business in the State of New Jersey and named in the current list of "Surety Companies Acceptable on Federal Bonds," as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. The bid security of the successful bidder will be retained until he/she has executed the Contract and has furnished the required contract security within ten (10) days of the Notice of Award. The Township

of Harmony may annul the Notice of Award, and in that event, the bid security of that bidder will be forfeited. The entire amount of the bid security accompanying each proposal shall be forfeited to, and retained by, the NJDEP. **Bid Bond amounts that represent the difference between the proposed bid and the bid proposed by the next lowest bidder will not be accepted. As noted above, the Bid Bond amount must equate to Ten Percent (10%) of the total proposed bid or up to $20,000.00 of same. Further, bonds that allow the Surety to cancel the bond during its term due to an unpaid premium or for any other reason will not be accepted.**

Bid security will be returned to all bidders, except for the three (3) apparent lowest bidders, within ten (10) working days after the opening of the bids. Bid security will be returned to the three (3) lowest bidders within thirty (30) working days after the accepted bidder has executed the Contract. If no contract has been executed within sixty (60) days after the opening of the bids, the bid security will be returned upon the demand of any bidder, provided that he has not been notified of the acceptance of his bid.

PERFORMANCE BONDS: When required as part of the contract documents, the successful bidder shall, within ten (10) days after the award of the Contract, obtain, pay for, and deliver to the Township of Harmony a performance bond for One Hundred Percent (100%) of the total contract sum satisfactory to the Township of Harmony and executed by a Surety licensed to do business in the State of New Jersey. Such a performance bond shall bear the same date as, or dates subsequent to, the date of the Contract. The performance bond shall assure fulfillment of the Contract in all respects and shall provide for payment in the event of the Contractor's failure to perform all of its obligations according to the Contract and shall make full reimbursement to the NJDEP for all expenses incurred in making good on any default. The bond shall also contain a waiver of notice to be required for alternations, additions, deductions, extensions of time, or other modifications of the Contract as ordered.

MAINTENANCE BONDS: *Unless otherwise specified, before final payment is made as herein provided, the Contractor shall furnish a Surety Corporation Bond to the Township of Harmony in a sum equal to the following:*

1. Fifty Percent (50%) of the final adjusted Contract amount if such amount is$25,000.00 or less;

2. Thirty Percent (30%) of the final adjusted Contract amount if such amount is greater than $25,000.00 but less than $75,000.00; or

3. Ten Percent (10%) of the final adjusted Contract amount if such amount is $75,000.00 or more.

The Bond and Surety Corporation shall be satisfactory to the Township of Harmony, and the Bond shall remain in full force and effect for a period of two (2) years from the date of final payment for the Work by the NJDEP. The Bond shall provide that the Contractor and the Surety: (i) guarantee to replace, for the said period of one (1) year from the date of final payment for the Work, all work performed and/or all materials furnished that was not performed and/or were not furnished according to the terms and performance requirements of the contract documents; and (ii) will repair any defects thereof which become apparent before the expiration of the two aforementioned (2) year period.

CONSENT OF SURETY: The Consent of Surety form shall be returned with the bid proposal if the contract documents require a performance bond. Any consent of surety that reserves any right for the Surety, after the award of the Contract to the Bidder, to decline to issue the performance bond will not be accepted. Bids accompanied by such a consent of surety will be rejected.

ADDENDA: Any addendum issued to provide additional information to the bidders shall become an integral part of this bid package. Receipt of any addendum shall be acknowledged by the bidders in the space provided on the bid proposal form.

QUESTIONS REGARDING SPECIFICATIONS: Should any Bidder be in doubt as to the intent of the bid specifications or the Scope of Work, as defined in the "Bid Specifications Flood Buy-Out Demolition," he should immediately notify the Township of Harmony in writing, who will then send a written addendum to all bidders recorded as receiving bidding documents covering the point in question. Bidders may not rely on oral responses to inquiries. In order to comply with statutory notice requirements, all questions must be received by the Township of Harmony **no later than eight (8) days prior to the bid opening date**. **Questions received less than eight (8) days prior to the bid opening date will not be answered.** Only questions answered by formal, written addenda will be binding. Oral or other written interpretations or clarifications will be without legal effect.

Before submitting a Bid, the Bidder shall apply in writing to the Township of Harmony for clarification or interpretation of any conflicting information between two or more statements in the Scope of Work. If such clarification or interpretation is not requested before bidding, the Bidder shall be responsible for doing such work and furnishing such materials as necessary to comply with whichever interpretation of the bid specifications that the Township of Harmony may deem to be proper.

QUALIFICATIONS OF BIDDERS

To demonstrate his qualifications for the Project, each Bidder must be prepared to submit, within five (5) days of the Township of Harmony's request, additional written evidence, such as financial data, previous experience, equipment maintenance records, and evidence of authority to conduct business in the jurisdiction where the Project is located.

EXAMINATION OF CONTRACT DOCUMENTS AND SITE

Before submitting his bid, each Bidder should: (a) examine the contract documents thoroughly; (b) visit the sites to familiarize himself with the local conditions that may, in any manner, affect performance of the Work; (c) familiarize himself with Federal, State, and local laws, ordinances, rules, and regulations affecting performance of the Work; and (d) carefully correlate his observations with the requirements of the contract documents. Prior to the demolition, the Contractor is permitted to remove any items that have salvage value from the property. Such items can be sold, transferred, or otherwise disposed of by the Contractor. The value associated with such items should be deducted from the Bid. **Each Bidder should be sure to consider any salvage value while undergoing an inspection/evaluation of the site.**

If hazardous survey and investigation reports have previously been prepared, the Township of Harmony will make copies of same available to any Bidder requesting them. Before submitting a Bid, each Bidder will, at his own expense, conduct such additional surveys and investigations as he may deem necessary to determine his Bid for performance of the Work within the terms of the contract documents.

WITHDRAWING BID: The Township of Harmony reserves the right to reject any Bid and to waive any minor informality in any Bid, should it be deemed in the best interest of the Township of Harmony to do so. Bids may be rejected for any of the following reasons:

1. Failure to complete the Ownership Disclosure Statement.

2. Failure to complete the Affidavit of Non-Collusion.
3. Failure to properly complete the Bid Proposal form.
4. Failure to submit bid security (if required).
5. Failure to complete Affirmative Action Certification.
6. Failure to comply with specifications (insertion of additional conditions, provisions, or stipulations).
7. Failure to provide Consent of Surety
8. Failure to provide listing of subcontractors
9. Failure to sign addenda page
10. Failure to provide Business registration certificate.

PROCEDURES ON AWARD OF CONTRACT: The Township of Harmony reserves the right to reject any Bid, to waive any and all informalities, and to disregard all nonconforming or conditional bids or counterproposals.

In evaluating Bids, the Township of Harmony shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the bid forms. The Township of Harmony may consider the qualifications and experience of Subcontractors and other persons and organizations, including these who are to furnish the principal materials or equipment proposed for the portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as specified in the Supplementary Conditions or Specifications. The Township of Harmony may conduct such investigations as it deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders, Subcontractors, and/or other persons and organizations to perform the Work in accordance with the contract documents to the Township of Harmony's satisfaction within the prescribed period of time. The Township of Harmony reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to the Township of Harmony's satisfaction.

The Contract will be awarded to the lowest responsible bidder whose evaluation by the Township of Harmony indicates to the Township of Harmony that the award will be in the best interests of the Project and the NJDEP. **The NJDEP must enter into a separate procurement contract with the lowest responsive bidder on each individual property; every acquisition property subject to demolition must be bid independently.** The Township of Harmony reserves the right to recommend the award of the bid to more than one vendor when it is deemed to be in the best interest of the NJDEP to do so. It is NJDEP's preference that bid award recommendations are made to the State of New Jersey by the Township of Harmony though a Committee Resolution identifying the low bidder for the Scope of Work, as defined in "Bid Specifications Flood Buyout Demolition." If time conflicts arise, written notice from the Township of Harmony may be acceptable.

NOTIFICATION OF AWARD: Upon the NJDEP's review of the bid packages and confirmation with the Township of Harmony of the acceptable low bid, the NJDEP will forward the required procurement documentation to the State Department of Treasury's Notification of Engagement for official review and approval. This is a necessary step in order to satisfy the State's procurement process. Once full State approval has been obtained, the contract documents will be prepared and submitted to the Township of Harmony, which will pass the contract documents on to the winning bidder to be fully executed and returned to them. The Township of Harmony will retain the signed contract documents until the demolition work is completed and submit same to the NJDEP, along with the following: (i) written verification that the Township of Harmony is satisfied with the Work; (ii) copies of any and all required permits, disposal verification, and certifications; and (iii) written verification of the Performance Bond and Maintenance Bond being held. **Should any successful bidder, upon being notified, fail to execute a Contract with the Township of Harmony within ten (10) business days of receiving such notification, the Township of Harmony will be free to award the Contract to another bidder, and the Township of Harmony shall have the right to proceed against the guaranty accompanying the Bid.**

EQUAL OR TIE BIDS: In the event that equal or tie bids are submitted, the Township of Harmony reserves the right to award the Project to the bid that serves the best interest of the Township of Harmony with reference to the information submitted with the proposals.

ASSIGNING THE CONTRACT: The Contract shall not be sublet, assigned, pledged, hypothecated, or sold, in whole or in part, without the written permission of the Township of Harmony and the NJDEP.

SUBMISSION OF BIDS: Bids shall be submitted at the time and place indicated in the advertisement, and Notice to Bidders shall be included in a sealed envelope, marked with the project title and name and address of the Bidder. Bids shall be accompanied by the required Bid Bond and all other required documents.

MODIFICATION AND WITHDRAWAL OF BIDS: Bids may be modified or withdrawn by an appropriate written instrument, duly executed in the same manner that a bid must be executed and delivered to the place where bids are to be submitted at any time prior to the opening of bids.

OPENING OF BIDS: Bids will be opened as indicated in the advertisement and Notice to Bidders.

BIDS TO REMAIN OPEN: All bids shall remain open until such time as the Township of Harmony has entered into a contract with the successful low bidder or for a period not to exceed sixty (60) business days after the day of the bid opening. The Township of Harmony, in its sole discretion, may release any bid and return the Bind Bond to any unsuccessful bidder prior to that date.

PAYMENT ON CONTRACT: The contract price shall be payable either in one lump sum for the work completed, or as indicated in the bid specifications, following satisfactory completion of the Contact and presentation of a properly executed purchase voucher and the acceptance of the approving authority that the Work has been completed to applicable standards. As of September 1, 2006, payment to contractors on construction-related contracts is subject to the Prompt Payment Law, N.J.S.A. 2A:30A-1 et seq.

The Township of Harmony is soliciting proposals on behalf of NJDEP and is acting as the contracting agency. Once the Contractor is selected, NJDEP will require an individualized procurement contract with NJDEP and a Certificate of Insurance for each dwelling. All payments associated with the Contract will be made by NJDEP. After the Work is completed and verified as satisfactory by the Township of Harmony, a voucher is to be signed and submitted to NJDEP for payment.

OWNERSHIP DISCLOSURE STATEMENT: Each Bidder warrants and represents that he has furnished a true statement of all the information required for the completion of the Ownership Disclosure Statement.

NON-COLLUSION AFFIDAVIT: This affidavit must be submitted with the bid proposal form and must be notarized.

AMERICAN GOODS: During the performance of the Contract, the Contractor must comply with N.J.S.A. 40A:11-18.

THE CONTRACT: The following shall be deemed to be part of the Contract:

* Notice to Bidders
* Information for Bidders
* State Purchase Order (s)
* Bid Specifications/Scope of Work
* Proposal
* All Addenda issued by the Township of Harmony prior to the receipt of bids

All of the above, when taken as a whole, shall constitute the contract documents. Any work exhibited in one but not in another shall be performed just as if it had been set forth in all, in order that the Work shall be completed in every respect according to the complete design, as decided and determined by the Township of Harmony.

INSURANCE: The Contractor will not be allowed to begin work under the Contract until he has all insurance required by the contract documents, and the insurance has been approved by both the Township of Harmony and NJDEP. The insurance required shall be maintained in full force and effect until all work to be performed under the terms of the Contract is satisfactorily completed and accepted by the Township of Harmony. The Contractor shall furnish the Township of Harmony with satisfactory proof that is carries the insurance required by submitting the original insurance policies and endorsements or properly executed conformed copies thereof. Each insurance policy and endorsement shall contain an undertaking by the insurance carrier not to cancel the policy except upon thirty (30) days' notice to the Township of Harmony. The policies and endorsements shall specifically refer to the Township of Harmony and NJDEP as insured parties of the Contract and shall state that the insurance as provided conforms to the requirements of the contract documents. All insurance required by the Contract shall be placed with responsible insurance companies that are authorized to do business in the State of New Jersey and are satisfactory to both the Township of Harmony and NJDEP.

"INFORMATION FOR BIDDERS" AS PART OF THE CONTRACT: The terms and provisions set forth under the heading "INFORMATION FOR BIDDERS" are hereby made a part of the terms and conditions of the proposed contract.

EXTRA CHARGES: All services quoted are exclusive of New Jersey State Sales Tax and are on the basis of completion.

PERIOD OF CONTRACT: The Contract shall cover the period specified on the bid sheet. Start dates listed are approximate.

TRANSITIONAL PERIOD: In the event the services are terminated either by the expiration of the Contract or by NJDEP's termination of the Contract, it shall be incumbent upon the Contractor to adequately secure the property until new demolition services are secured. At no time shall services extend more than ninety (90) days beyond the expiration date of the existing contract.

PROCEDURAL REQUIREMENTS AND AMENDMENTS: Should the Contractor find at any time that existing conditions make modifications to any bid requirements desirable, he shall promptly report such matters to the Township of Harmony and NJDEP for consideration and decision.

By submitting a Proposal, the Bidder agrees that he has performed his own investigation of the site conditions and reserves no right to cancel the Contract or seek other relief because of any misunderstanding or lack of information.

CONTRACTOR'S REQUIREMENTS FOR REGISTRATION: As stipulated by P.L.199, c.238., no contractor or subcontractor will be permitted to bid on or engage in any contract for public work, as defined in section 2 of P.L. 1963, c.150 (N.J.S.A. 34:11-56.26), unless the contractor or subcontractor is registered with the New Jersey Department of Labor.

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS: The Contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the Contractor. The requirement regarding proof of business registration extends down through all levels (tiers) of the Project.

Before final payment on the Contract is made by the Contractor shall submit an updated and accurate list of, and the proof of business registration for, each subcontractor or supplier used in the fulfillment of the Contract. Alternatively, the Contractor shall attest that no subcontractors were used.

N.J.S.A. 52:32-44 requires that each bidder submits proof of business registration before the award of the Contract. However, the Township of Harmony requires that proof shall be submitted with the bid. Proof of registration shall equate to a copy of the bidder's Business Registration Certificate (BRC). A BRC can be obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available online at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling the Contract:

1. The Contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;

2. Prior to receipt of final payment from a contracting agency, a Contractor must submit to NJDEP an accurate list of all subcontractors or attest that none was used;

3. During the term of the Contract, the Contractor and its affiliates shall collect and remit to the Director of the New Jersey Division of Taxation the use tax due pursuant to the Sales and Use Tax Act, N.J.S.A. 54:32B-1 et seq., on all sales of tangible personal property delivered into this State.

A business organization that fails to provide a copy of a business registration as required by section 1 of P.L. 2001, c.134 (N.J.S.A. 52:32-44) or subsections e. and f. of section 92 of P.L.1977, c.110 (N.J.S.A. 5:12-92),or that provides false business registration information under the requirements of either of those sections, shall be liable to pay a penalty of $25.00 for each day of violation, but not to exceed $50,000.00, for each business registration copy not properly provided under a contract.

PREVAILING WAGE ACT (WHEN APPLICABLE): If required, pursuant to N.J.S.A. 34:11-56.25 et seq., successful bidders on projects for public works shall adhere to all requirements of the New Jersey Prevailing Wage Act. The Contractor shall be required to submit a certified payroll record within ten (10) days of the payment of wages to the New Jersey Department of Labor, Division of Workplace Standards. The Contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. If required, the Contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It will be the Contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by

contacting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

MULTIPLE BIDS NOT ALLOWED: More than one bid received from an individual, a firm or partnership, a corporation, or association under the same or different names shall not be considered.

UNBALANCED BIDS: Bids that are deemed unbalanced or inaccurate by either the Township of Harmony or NJDEP may be rejected.

UNSATISFACTORY PAST PERFORMANCE: Bids received from bidders who have previously failed to complete a contract or contracts within the time scheduled thereof, or who have performed prior work for the Township of Harmony or NJDEP in an unacceptable manner, may be rejected.

LIQUIDATED DAMAGES

DAMAGES FOR CAUSE: The Contractor shall be liable to NJDEP for any expenses, losses, or damages (as determined by the Township of Harmony) incurred in consequence of any defect, omission, or mistake of the Contractor, his Subcontractors, agents, or employees, or for the making good thereof.

COSTS OF ENGINEERING AND INSPECTION: In the discretion of the Township of Harmony and/or NJDEP, there may be deducted from any payment due the Contractor and retained by the Owner an amount to defray the amount paid by the Owner to inspect the Work for any time in excess of the completion time stipulated by the Contractor, in excess of eight (8) hours per day or on Saturdays, Sundays or Legal Holidays. This amount shall be determined at the rate of Seventy Five Dollars ($75.00) per hour for each person employed on the site.

DAMAGES FOR NON-COMPLETION: If the Contractor is permitted to finish the Work after the specified period of completion, NJDEP and the Township of Harmony shall have the authority to deduct and retain from any payments to the Contractor a sum calculated at the rate of Two Hundred Dollars ($200.00) per calendar day after the specified completion date that the work remains uncompleted, all as liquidated damages and not as a penalty, to defray loss to NJDEP due to the Contractor's failure to complete the Work in the stipulated timeframe. It is mutually agreed that the sum stated for liquidated damages is fair and reasonable and not disproportionate to the actual damages, which are not readily susceptible to exact ascertainment and proof as of the time of the making of the Contract; however, nothing contained herein shall be construed to prevent recovery by NJDEP for the costs of any damages sustained in excess of the liquidated damages provisions herein as a result of the Contractor's failure to complete the Work within the specified period of completion. Likewise, nothing contained herein shall be construed so as to create an option on the part of the Contractor to either complete the Work on time or pay liquidated damages.

[

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

§:

COUNTY OF _____

I, _____ of the _____

of _____ in the County of _____,

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

I am _____

of the firm of _____.

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

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon 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

_____ (N.J.S.A. 52:34-15)
NAME OF CONTRACTOR

Subscribed and sworn to

before me on this _____ day

of _____ 20

_____

_____
(Also type or print name of affiant under signature)

_____
NOTARY PUBLIC OF

My Commission Expires _____

OWNERSHIP DISCLOSURE STATEMENT

(If bidder is a sole proprietorship, check here [ ] and do NOT complete this statement.)

The undersigned, as bidder, in accordance with N.J.S.A. 52:25-24.2, declares and submits this Statement of Ownership:

Bidder is a Corporation [ ] Partnership [ ] Joint Venture [ ]

[ ] I certify that the list below contains the names and home addresses of all stockholders holding an interest of Ten Percent (10%) or more in the issued and outstanding stock of the undersigned.

[ ] I certify that no one stockholder owns an interest of Ten Percent (10%) or more in the issued and outstanding stock of the undersigned.

Full Name of Individual (Stockholder) (Partner)	Home Address of Individual (Stockholder) (Partner)
1._____	_____
2._____	_____
3._____	_____
4._____	_____
5._____	_____
6._____	_____
7._____	_____

THIS STATEMENT MUST BE INCLUDED WITH THE BID SUBMISSION

Notes: Attach additional sheets in this format, if necessary.

Subscribed and sworn before me

This ____ day of _____20

_____
(Notary Public)

My Commission expires:

_____

_____
Signature

_____
Print Name

_____
Title
(Corporate Sea

AFFIRMATIVE ACTION CERTIFICATION

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L.1975, c.127 (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the Contract or receipt of the Contract, whichever is sooner, the Contractor should present one of the following to the Township of Harmony and NJDEP:

1. A photocopy of a valid letter from the U.S. Department of Labor that the Contractor has an existing, Federally-approved or sanctioned Affirmative Action Plan that is good for one year from the date of letter.

   OR

2. A photocopy of the Contractor's approved Certificate of Employee Information Report.

   OR

3. An Affirmative Action Employee Information Report (Form AA302).

All successful construction contractors must submit, within three (3) days of the signing of the Contract, an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the public agency bidding threshold (available upon request).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L.1975, C.127.

The following questions must be answered by all bidders:

1. Do you have a Federally-approved or sanctioned Affirmative Action Program?

   YES_____ NO____

   If yes, please submit a copy of such approval.

2. Do you have a State Certificate of Employee Information Report Approval?

   YES_____ NO____

   If yes, please submit a copy of such certificate.

The undersigned Contractor certifies that he is aware of the commitment to comply with the requirements of P.L.1975, c.127 and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____ SIGNATURE: _____

TITLE: _____

NOTE: A bid must be rejected as non-responsive if the bidder fails to comply with the requirements of P.L. 1975, c.127, within the time frame specified therein.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE FOR GOODS, PROFESSIONAL SERVICE, AND GENERAL SERVICE CONTRACTS
N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127) and N.J.A.C. 17:27 et seq.

During the performance of the 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, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this act [i.e. N.J.S.A. 10:5-31 et seq.] 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 afford equal employment opportunities to minority and women workers consistent with good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The Contractor or Subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, 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, 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:

1. Letter of Federal Affirmative Action Plan Approval;
2. Certificate of Employee Information Report; and
3. Employee Information Report Form AA302

The Contractor and its Subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations [N.J.A.C. 17:27], and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

*** NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS.**

EQUAL EMPLOYMENT OPPORTUNITY ACKNOWLEDGMENT FOR CONSTRUCTION CONTRACTS

When hiring or scheduling workers in each construction trade, the Contractor or Subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the New Jersey Department of Labor, Division of Workplace Standards (Division) may, in its discretion, exempt a Contractor or Subcontractor from compliance with the good faith procedures prescribed by the following provisions as long as the Division is satisfied that the Contractor or Subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3.

The Contractor or Subcontractor agrees that a good faith effort, as noted above, shall include compliance with the following procedures:

(A). If the Contractor or Subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or Subcontractor shall, within three (3) 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 the Contract and in accordance with the rules promulgated by the State 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 (5) business days prior to the commencement of the Work, the Contractor or Subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the Contractor's or Subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the Contractor or Subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the Contractor or Subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

(B). If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the Contractor does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or Subcontractor agrees to take the following actions consistent with the applicable county employment goals:

(1). To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3 of its workforce needs and to request the 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 the Work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the Contractor or Subcontractor has a referral agreement or arrangement with a union for the construction trade.

(4). To leave standing requests for additional referral of minority and women workers with the local construction trade union, provided the Contractor or Subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service, and other approved referral sources in the area until such time as the workforce is consistent with the employment goal.

(5). If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal and to employ any minority and women workers so laid off by the Contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to the rules implementing N.J.S.A. 10:5-31 et. seq.

(6). To adhere to the following procedure when minority and women workers apply or are referred to the Contractor or Subcontractor:

(i). If said individuals have never previously received any document or certification signifying a level qualification lower than that required in order to perform the work of the construction trade, the Contractor or Subcontractor shall determine the qualifications of such individuals, and if the Contractor's or Subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, the Contractor or Subcontractor shall determine whether the individual at least possesses the requisite skills and experience recognized by a union, apprentice program, or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the Contractor or Subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to N.J.A.C. 17:27. All of the requirements, however, are limited by the provisions of (C) below.

(ii). If the Contractor's or Subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the Contractor's or Subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii). If, for any reason, the Contractor or Subcontractor determines that a minority individual or a woman is not qualified, or if the individual qualifies as an advanced trainee or apprentice, the Contractor or Subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7). To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C). The Contractor or Subcontractor agrees that nothing contained in (B) above shall preclude the Contractor or Subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the Contractor or Subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the Contractor or Subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement , exceeds the ratio established by practice in the area for said construction trade. Also, the Contractor or Subcontractor agrees that, in implementing the procedures of (B) above it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union. After notification of award, but prior to signing a construction contract, the Contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the Contractor, in accordance with N.J.A.C. 17:27-7. The Contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the Contract to the Division and to the public agency compliance

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

(D). The Contractor and its Subcontractors shall furnish such reports or other documents to the New Jersey Department of Treasury, Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time, in order to carry out the purposes of N.J.A.C. 17:27, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

_____ _____

Signature Date

Name and Title of Signatory (Please Print or Type)

For construction contracts, Form (A.A. 201) - Initial Project Workforce Report- Construction must be submitted at the time of Award. If the construction contractor does not submit the Initial Project Workforce Report-Construction (A.A. 201) within the required time period the Township of Harmony may extend the time period to the fourteenth calendar day.

If by the fourteenth calendar day the Contractor does not submit the Affirmative Action Document, the Township of Harmony must declare the Contractor as being non-responsive and award the Contract to the next lowest responsible bidder.

IMPORTANT: This form must be completed by the Bidder.

AMERICANS WITH DISABILITIES ACT

Equal Opportunity for Individuals with Disabilities

The Contractor and the Township of Harmony do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "Act"), 42 U.S.C. § 12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of the Contract. In providing any aid, benefit, or service on behalf of the Township of Harmony and NJDEP pursuant to the 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 the Contract, the Contractor shall defend the Township of Harmony and NJDEP in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Township of Harmony, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Township of Harmony grievance procedure, the Contractor agrees to abide by any decision of the Township of Harmony that is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the NJDEP, or if the Township of Harmony incurs any expense to cure a violation of the Act that has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge same of record at its own expense.

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

It is expressly agreed and understood that any approval by the Township of Harmony and/or NJDEP of the services provided by the Contractor pursuant to the Contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Township of Harmony and/or NJDEP pursuant to this paragraph.

It is further agreed and understood that the Township of Harmony and/or NJDEP assume no obligation to indemnify or save harmless the Contractor, its agents, servants, employees, and subcontractors for any claim that may arise out of their performance of the Contract. 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 the Contract, nor shall they be construed to relieve the Contractor from any liability or to preclude the Township of Harmony and/or NJDEP from taking any other actions available to it under any other provisions of the Contract or otherwise by law.

_____ _____

Signature Date

SITE VISITATION STATEMENT

I, _____

of _____

_____,

the Bidder making bid for Contract #2013-7 BLUE ACRES DEMOLITION OF STATE PROPERTIES PURSUANT TO NJDEP GUIDELINES, hereby certifies that I or my authorized representative has personally inspected the job sites.

By: _____
Signature

_____
Title

_____
Typed or Printed Name of Bidder

(Corporate Seal)

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

(Seal)

My Commission Expires On: _____

IMPORTANT: This form must be completed by the Bidder.

ACKNOWLEDGMENT OF REVISIONS OR ADDENDA

BLUE ACRES DEMOLITION OF STATE PROPERTIES
PURSUANT TO NJDEP GUIDELINES **2013-7**
(Name of Project) *(Project or Bid Number)*

Pursuant to N.J.S.A. 40A:11-23.1(1)(a), the undersigned Bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications, or bid documents. By indicating date of receipt, Bidder acknowledges the submitted bid takes into account the provisions of the notice, revision, or addendum. Note that the local unit's record of notice 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.

I _____, acknowledge receipt of the following notices, addenda, and/or revisions:

Local Unit Reference Number or Title of Notice/Addendum/Revision	Method of Receipt (mail, fax, pick-up, etc.)	Date Received

Acknowledgement by Bidder:

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Print Name and Title:_____

Date: _____

SUBCONTRACTOR LIST

Prime Subcontractors shall be all subcontractors to whom the Bidder will subcontract the furnishing of plumbing and gas fitting and all kindred work; steam power plants, steam, and hot water heating and ventilating apparatus and all kindred work; electrical work; and structural steel and ornamental iron work. If needed in the performance of this bid, the following prime Subcontractors will be employed to perform the following work:

1. Name & Phone #:_____

   Address:_____

   Work:_____

2. Name & Phone #:_____

   Address:_____

   Work:_____

3. Name & Phone #:_____

   Address:_____

   Work:_____

4. Name & Phone #:_____

   Address:_____

   Work:_____

5. Name & Phone #:_____

   Address:_____

   Work:_____

AN EXPERIENCE STATEMENT SHALL BE ATTACHED FOR EACH OF THE ABOVE SUBCONTRACTORS. All prime Subcontractors must be listed above. Prior to award of the Contract, the successful Contractor must provide to the Township of Harmony the names of all Subcontractors, including non-prime subcontractors, along with copies of their business registration certificate and public works contractor registration license. Payment will not be made for unauthorized subcontractors.

_____ _____

Signature Date

BIDDER'S PERSONNEL

NOTE: Give the names of all vested owners in the business entity and/or officers of the corporation.

_____

_____

_____

_____

_____

_____

_____

_____

NOTE: Give the name of the person or executive who will give personal attention to work whenever required.

_____

_____

_____

_____

BID BOND

This Proposal is accompanied by a Bid Bond in accordance with the conditions stated in the Invitation to Bid.

The Bid Bond is being provided in the form of [select one]:

A. Surety Bid Bond _____

B. Certified/Treasurer's Check _____

C. Cashier's Check _____

The amount of _____ ($_____) has been made payable to the Township of Harmony and NJDEP and represents Ten Percent (10%) of the total bid proposal, not to exceed $20,000.00. Bid Bond amounts that represent the difference between the proposed bid and the bid proposed by the next lowest bidder will not be accepted. Further, bonds that allow the Surety to cancel the bond during its term due to an unpaid premium or for any other reason will not be accepted.

The Bidder hereby agrees that if this proposal shall be accepted by the Township of Harmony and NJDEP, and the Bidder fails to execute and deliver the Contract and the required Performance Bond or other required documents in accordance with the requirements of this Proposal and other sections of the contract documents within the time specified, then the Bidder shall be deemed to have abandoned the Contract, and thereupon the Proposal and acceptance thereof shall be null and void, and the Bid Bond shall be forfeited to, and retained by, the Township of Harmony, as liquidated damages for such failure or neglect, and to indemnify NJDEP for any loss that may be sustained by the Bidder's failure to execute the Contract and furnish documents as aforesaid. Nothing in the specifications and contract documents shall prevent NJDEP from recovering actual damages over and above the sum of the forfeited Bid Bond.

In compliance with the laws of the State of New Jersey, the Bidder is [select one]:

An Individual _____

A Partnership _____

of _____, having principal offices at

_____.

CONSENT OF SURETY

In consideration of the premises, and of One Dollar ($1.00) to it in hand paid by the Bidder, the receipt of which is hereby acknowledged, the undersigned consents and agrees that if the Contract for which the preceding estimate and Proposal is made is awarded to the corporation, person, or persons making same, it will become bound as surety and guarantor for its faithful performance and will execute it as party of the third part thereto when required to do so by NJDEP and the Township of Harmony, and if said corporation, person, or persons shall omit or refuse to execute said Contract if so awarded, it will pay, on demand, to NJDEP any difference(s) between the sum bid by said corporation, person, or persons and the sum that NJDEP may be obliged to pay the corporation, person, or persons to whom the contract may be awarded. The amount in each case is to be determined by the bids for said Contract.

In witness whereof, said surety has set its seal and caused these presents to be signed by its duly authorized officers on this

_____ day of _____, 2013.

ATTEST:

_____ BY _____

_____ (SEAL)
Surety

ATTEST:

_____ BY _____
Title

EXPERIENCE SHEET

NOTE: The Bidder is required to submit below detailed evidence that he is a competent individual or organization that has constructed work similar in amount, value, cost character and proportions, and the necessary financial resources to perform the Work in a satisfactory manner.

Year	Type of Work	Contract Amount	Name & Address of Owner (other organization)

_____
BIDDER

_____
BY:

_____
TITLE:

CERTIFICATION OF EQUIPMENT

_____, (Name of Bidder), hereby certifies that the Bidder(s) is the Owner or lessee of the equipment necessary for the execution of the Contract and further certify that the Bidder(s) is fully prepared with the necessary capital, material, and machinery to conduct the Work as herein specified. The equipment available for the execution of the Contract is listed below:

Quantity	Description & Capacity	Year	Condition

_____
BIDDER

_____
BY:

_____
TITLE:

RESOLUTION OF AUTHORIZATION IF BIDDER IS A CORPORATION

BE IT RESOLVED that _____ is authorized to sign and submit the bid or proposal of this corporation for this project and to include in such bid or proposal the certificate as to non-collusion as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury. If awarded the contract(s), said individual is also authorized to sign and execute the contractual agreement as the act and deed of such corporation.

The foregoing is a true and correct copy of the resolution adopted by _____ at a meeting of its Board of Directors held on the

_____ day of _____, 20____.

SEAL OF CORPORATION

_____
Secretary

MAILING ADDRESS _____

_____

The terms used in this Bid, which are defined in the General Conditions of the Construction Contract included as part of the contract documents, have the meanings assigned to them in the General Conditions.

SUBMITTED on _____, 20____

DEBARRED, SUSPENDED, or DISQUALIFIED BIDDER AFFIDAVIT

STATE OF NEW JERSEY)
) SS:
COUNTY OF)

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

I am _____, an officer of the firm(s) of _____, the bidder making the proposal for the aforementioned work, and I executed the said proposal with full authority to do so;

Said bidder, at the time of making this bid, [as applicable, circle "is" or "is not"] included on the New Jersey Treasurer's List of Debarred, Suspended, and Disqualified Bidders; and

All statements contained in said proposal and in this affidavit are true and correct and made with the full knowledge that _____, as the Township of Harmony, relies upon the truth of the statements contained in said proposal and the statements contained in this affidavit in awarding the contract for the work. The undersigned further warrants that should the name of the firm making this bid appear on the New Jersey Treasurer's List of Debarred, Suspended, and Disqualified Bidders at any time prior to and/or during the life of the contract, including the guarantee period, the Township of Harmony shall be immediately so notified by the signatory of this affidavit.

The undersigned understands that the firm making the bid as a contractor is subject to debarment, suspension, and/or disqualification in contracting with the State of New Jersey and the NJDEP if the contractor, pursuant to N.J.A.C. 7:1-5.2, commits any of the acts listed therein, and as determined according to applicable law and regulation.

_____

_____

_____
Name and Address of Contractor

_____

_____
Name and Title of Affiant

Signed: _____

By: _____
Signature of Officer or Individual

_____

_____

Subscribed and Sworn
before me on this _____ day
of _____, 20

Notary Public

My commission expires _____, 20____

If BIDDER is:

An Individual

By_____(SEAL)
(Individual's Name)
Doing business as _____

Business Address: _____

_____

Phone Number:_____

A Partnership

By_____(SEAL)
(Firm Name)

_____
(General Partner)
Business Address: _____

_____

Phone Number:_____

A Corporation

By_____(SEAL)
(Corporation Name)

_____
(State of Incorporation)
By _____
(Name of Person Authorized to Sign)

_____
(Title)
(Corporate Seal)
Attest _____
(Secretary)
Business Address: _____

_____

Phone Number:_____

A Joint Venture

By _____

(Name)

_____

(Address)

By _____

(Name)

_____

(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is party to the joint venture should be in the manner indicated above.)

THE FOLLOWING GENERAL REQUIREMENTS SHALL APPLY TO ALL LOCATIONS

HOLIDAYS: **Work shall not take place on the following holidays:**

New Year's Day
President's Day
Friday before Easter
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day following Thanksgiving
Christmas Day

PERIOD OF CONTRACT: **After receipt by him of the acceptance of his proposal, the Contractor shall complete the performance of the Work within seventy-five (75) days.**

INSURANCE/BACKGROUND CHECKS: **The Contractor is responsible to conduct adequate background checks on all employees and/or subcontractors working at the Township of Harmony facilities. Contractors and/or subcontractors must be bonded, show proof of insurance coverage naming the Township of Harmony as an additional insured, and show proof of workers' compensation insurance.**

CANCELLATION OF CONTRACT: **Any contractor accumulating two (2) "unsatisfactory service" notices in a sixty (60) day period may be dismissed within ten (10) days of receipt of a contract cancellation notice from the Township of Harmony.**

CHANGE ORDERS: Any submission for partial or final payment shall include any and all change order requests as of the date of such submission. Vendors will not be paid for any post-dated change order submitted after the payment request voucher has been received by the Township of Harmony.

EMERGENCIES: If an emergency arises, the Contractor is responsible for contacting the Township of Harmony's point of contact within a two (2) hour time frame. The Contractor must supply the Township of Harmony with a cellular phone number to be able to call if an emergency arises.

PENALTIES: **In the event of a default in performance by the Contractor, the Township of Harmony will suffer damages. Certain of these damages may be reasonably ascertained; however, others consist of intangible losses, which are difficult to accurately calculate and assess. For those tangible losses for which the Contractor shall be liable, the Township of Harmony may deduct from any amount then due to the Contractor, liquidated damages in the amount of One Hundred Dollars ($100.00) per day for each failure on the part of the Contractor to perform any of the resurfacing of roads works as described herein. The sum determined pursuant to this paragraph is not a penalty but an attempt to reasonably forecast the potential harm due to intangible losses caused by the Contractor's breach. The Contractor acknowledges that in submitting its bid and in accepting the award of the Contract, it has ascertained the risk of non-performance**

under this paragraph to the same extent as if the Contractor and the Township of Harmony had negotiated the amount of liquidated damages at arm's length.

The election of the Township of Harmony to refrain from assessing liquidated damages for any failure of the Contractor shall not constitute a waiver on the part of the Township of Harmony in the event it shall later elect to terminate the Contractor for breach or to collect liquidated damages as specified herein. If the amount of liquidated damages due from the Contractor exceeds the amount of all monies due and/or to become due to the Contractor, the Contractor shall pay the balance to the Township of Harmony. Nothing herein shall prohibit the Township of Harmony from pursuing any claim for compensatory damages for all actual losses resulting from the Contractor's failure to comply with the terms of the Contract.

LOCATION SECURITY: **Buildings, gates, and yards shall not be left unlocked. Locations may only be unlocked when work crews are present and working. Violation of this restriction constitutes a serious non-performance condition and may jeopardize the contract and prevent the contractor from future bidding.**

INSURANCE: The Contractor shall maintain during the life of the Contract insurance policies of the type and with the minimum limits indicated below and in a form satisfactory to the municipality. The Contractor shall provide to the municipality a certified copy of the policies and/or certificates of insurance satisfactory to the municipality prior to commencement of the Work. The Contractor must maintain workers' compensation insurance in accordance with the laws of the State of New Jersey. The Contractor shall also obtain and maintain employers' liability insurance. Commercial general liability insurance coverage, written on an occurrence basis, must not be altered by any endorsements limiting coverage. Limits of liability shall not be less than One Million Dollars ($1,000,000.00) per property. The Township of Harmony and the NJDEP each must be named as an additional insured.

BID SPECIFICATIONS
FLOOD BUY-OUT DEMOLITION

NJDEP currently owns the Pressman Property located within the Township of Harmony, Warren, New Jersey, known and designated as Block: 49, Lot: 21, also known as 44 Harmony Station, as shown on the current Township of Harmony Tax Maps. This bid requires the demolition and proper disposal of the dwelling unit(s) and associated sheds, complete with footings and or slabs/basements/crawl spaces, closing of all wells, pumping and filling of all septic systems, cesspools, removal and testing of aboveground storage tanks, and disconnecting of all utilities. This bid also requires grading and seeding of the property where the structures were located to meet the natural contour of the surrounding of land and to protect from potential erosion.

SCOPE OF WORK

The following will be required by the awarded contractor.

Structures:

1. Construction permits, performance bonds, and maintenance bonds are required. The construction permits will be provided by the Township of Harmony's Building Department Code Enforcement Official. Performance bonds and maintenance bonds shall be held by the Township of Harmony. The Contractor shall be responsible to notify the Code Enforcement Official of the street addresses of the structures to be demolished. The Township of Harmony shall oversee the demolition work on behalf of NJDEP. It is in the best interest of the Contractor to coordinate with the Township of Harmony's point of contract or with the identified Code Official to ensure strict adherence to the entire Scope of Work.

2. The Contractor shall be responsible to notify and obtain written a release of all utilities having service connections within the structure, such as water, electric, gas, sewer, cable television, and other connections. The approval to demolish any structure will not be given until such release is submitted and approved by the Township of Harmony's Building Department. The written release shall state that the respective service connections and appurtenant equipment, such as meters and regulators, have been removed and sealed or plugged in a safe manner.

3. The Contractor will be responsible to verify if asbestos-containing material (ACM) is present in any building structure. If ACM is present, the Contractor shall provide all equipment, labor, and material necessary to properly remove, handle, and dispose of all ACM. All work, including disposal, must be conducted in accordance with all applicable local, State, and Federal regulations, including those of the New Jersey Department of Labor and Workforce Development (NJDOLWD), the NJDEP, the Environmental Protection Agency (EPA), the National Emission Standards for Hazard Air Pollutants (NESHAP), and the Occupational Safety and Health Administration (OSHA) prior to demolition of any structure.

4. The Contractor is responsible for the proper management and disposal of lead-based paint debris, which is regulated by NJDEP. If the debris generated from abatement, renovation, and remodeling activities meets the classification of "household waste" in accordance with the United States Environmental Protection Agency (USEPA) memorandum dated July 31, 2000, entitled "Regulatory Status of Waste Generated by Contractors and Residents from Lead-Based Paint Activities Conducted in Households," then under the NJDEP's Solid Waste Rules (specifically at N.J.A.C. 7:26-2.13(g)), the debris will be considered solid waste, identified as ID 13C Construction and Demolition Waste. In that instance, the debris waste must be transported by a NJDEP-licensed solid waste transporter and must be disposed of at a permitted solid waste landfill. If the debris does not meet the classification of "household waste" and is generated from demolition activities, the generator must classify the material to determine whether same is hazardous waste (i.e. USEPA Hazardous Waste Number D008) or ID 13C Construction and Demolition Waste. For further information concerning waste classification, NJDEP's Division of Solid and Hazardous Waste, Bureau of Resource Recovery and Technical Programs can be reached at 609-292-8341. For further information concerning lead-based paint debris disposal in New

Jersey landfills, NJDEP's Division of Solid and Hazardous Waste, Bureau of Landfill and Recycling Management can be reached at 609-984-6650.

5. The Township of Harmony Code Enforcement Official shall be responsible for verifying the required permits, paperwork, and documentation associated with the demolition work. The Contractor shall be responsible for providing written verification of the required disposal of any regulated solid waste or hazardous substances encountered on the property.

6. Pre-demolition notice to adjoining property owners shall be given by the awarded Contractor. The Contractor shall be responsible to inform the Township of Harmony Code Enforcement Official at least one (1) week, i.e. 7 calendar days, prior to the approximate start date of the demolition work. A mandatory pre-construction meeting may be required by the Township of Harmony prior to beginning the demolition work.

7. The Contractor shall be required during the demolition of a structure to keep the premises free of all unsafe or hazardous conditions. This includes the period during the restoration of established grades and the erection of temporary safety fences and silt fences.

8. The Contractor must have all vacant structures baited for rodents. The Contractor must supply written verification of the rodent baiting to the Township of Harmony Code Enforcement Official.

9. The Contractor shall be responsible to have any existing private wells capped by a New Jersey-licensed well driller, as per State regulations, and to provide written verification of the well capping to the Township of Harmony Code Enforcement Official.

10. The Contractor shall be responsible for determining the location of and for the proper closure of any existing, on-site drywells, cisterns, shallow wells (i.e. points, cesspools, or any subsurface disposal system for either sewage or laundry waste) and any drainage collection system for storm water. The Contractor shall provide written proof of the proper closure of any existing drywells, cisters, shallow wells, or drainage collection systems to the Township of Harmony Code Enforcement Official.

11. The Contractor shall be responsible for the proper disposal of any and all unregulated solid and hazardous waste, including but not limited to household chemicals, consumer packaged pesticides, oils, paints, or other related items.

12. Floodplains have a high potential for Native American archeological deposits in the soil and subsoil. If archeological deposits, human burial, or skeletal remains are encountered on the premises, all ground-disturbing activity must stop immediately. At that time, the Contractor shall promptly contact the New Jersey Historic Preservation Office at (609) 292-0061 for further direction.

Site Remediation:

After removing any and all site improvements i.e. dwellings, foundations, structures, tanks, fences, walks/driveways, etc. (whether concrete or asphalt/bituminous), accumulated materials, and/or debris, the Contractor shall be responsible to leave the site in a clean, finished, graded, and stabilized (i.e. grass growth covering the site) condition. Masonry materials from any foundations, footings, sidewalks, etc., may be used as excavation backfill, provided that all basement slabs are broken up to prevent the trapping of water, and all masonry materials are broken up into pieces no larger than one foot (1') in any dimension and mixed with a sufficient quantity of clean soil, so as to permit complete filling of all voids and proper compaction. All on-site concrete fill material shall be placed no less than three feet (3') below the proposed finished grade, including the removal of footings, foundations, walls, etc., which must be removed to a minimum depth of three feet (3') below proposed finished grade. Asphalt/bituminous materials must be removed from the site and properly disposed of by the Contractor. Proper documentation from the disposal facility shall be submitted to the Township of Harmony Code Enforcement Official.

The Contractor shall import an adequate quantity of clean soil, sufficient to fill in all excavations and/or foundations and grade the site, so as to prevent the accumulation or trapping of storm water runoff. The source of the clean soil (i.e. free of concrete, asphalt, brick, cinder/cement block, wood, trees, roots, branches, non-decomposed vegetative matter, metal, plastic or any other form of construction debris; and free of any hydrocarbons/hazardous/controlled materials) shall be as approved by the Township of Harmony. The Contractor can either provide a sample of the soil for review and evaluation by the Township of Harmony or advise of the source site, within a 25-mile limit of the Township of Harmony, so as to afford a representative of the Township of Harmony the opportunity to inspect the source site. The Township of Harmony may conditionally approve the material source, subject to the Contractor providing an analysis performed by an approved testing laboratory, that the soil is free of any objectionable material and/or substances.

Acknowledging that these properties are all located within the floodplain, the Contractor shall take appropriate precautions to prevent erosion or washout of the placed soil until proper stabilization is achieved. Should such erosion or washout occur before stabilization is complete, the Contractor will be required to re-grade/refill, seed, and/or re-stabilize the site. The quantity of imported soil shall be the minimum amount required to achieve the proper site grading.

Removal of Above-Ground Oil Tanks: (NOTE: All known Underground Storage Tanks are to be remediated by property owners prior to the transfer of title to NJDEP.)

1. Construction permits may be required. The Contractor shall be responsible to notify the Township of Harmony Code Enforcement Official of the street address of the tank(s) to be removed.

2. Contractors further are responsible for the following:
   a. Removal of oil from tank
   b. Cutting a hole in the tank of adequate size to permit cleaning
   c. Entering the tank and squeegeeing it clean
   d. Removal of sludge
   e. Removal of tank (along with filling and venting pipes, if separate)
   f. Contacting the Township of Harmony Building Department for tank inspection, if necessary
   g. Backfilling any holes left from removing the tank
   h. Disposal of tank at licensed facility
   i. Disposal of all waste oil, sludge, etc., at licensed facility.

Should any unusual situation arise during demolition work causing any possible concerns, the Contractor shall immediately contact the Township of Harmony Code Enforcement Official, at 908-713-0722.

Underground Septic Tanks:

If there are any underground septic tanks located on the property, then the Contractor is responsible for having such tanks pumped, crushed, and backfilled in accordance with all applicable State, County Health Department, and local regulations.

Closure of Wells:

Wells shall be decommissioned pursuant to "Well Construction and Maintenance**;** Sealing of Abandoned Wells, N.J.A.C. 7:9D." This action must be completed by a licensed well driller and shall include the filing of a well abandonment report with NJDEP's Bureau of Water System and Well Permitting. An official copy of this report must be filed before payment will be processed.

BID BASE**

**** (Each acquisition property listed below must be bid independently)**

Block	Lot	Property Address	Proposal

$_____

_____

(In Words)

$_____

_____

(In Words)

Total Bid (less any salvage value): $ _____

_____

(In Words)

COMPANY NAME:_____

SIGNATURE: _____

PRINT: _____

OFFICIAL POSITION: _____

DATE: _____

SAMPLE

BIDDER'S PROPOSAL

BID FORM: **BLUE ACRES DEMOLITION OF STATE PROPERTIES PURSUANT TO NJDEP GUIDELINES**

TO: TOWNSHIP OF HARMONY

BID: 2013-7

The Undersigned (on page 40), as Bidder, declares that: (1) the only person or parties interested in this proposal as principal or principals is or are named herein; (2) this Proposal is made without connection to any person or persons making a proposal for the same purpose; (3) no officer, employee, or agent of the Township of Harmony is either directly or indirectly interested in this Proposal or in the supplies or work to which it relates or in any portion of the profits thereof; (4) this Proposal is in all respects fair and without collusion or fraud; (5) he or his representative has carefully examined the site of the Work, the Information for Bidders, the General Conditions, the form of contract, and the bid specifications; and (6) he proposes and agrees that if this Proposal is accepted, he will contract with NJDEP, in the form of the purchase order, to provide all machinery, tools, and labor equipment.

PROJECT IDENTIFICATION

Blue Acres Demolition

THIS BID IS SUBMITTED TO:

Township of Harmony
3003 Belvidere Road
Phillipsburg, NJ 08865
Attention: Kelley Smith, Municipal Clerk

1. The undersigned Bidder proposes and agrees that if this Bid is accepted to enter into an agreement with NJDEP (via purchase order), the Bidder shall perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this Bid and in accordance with the other terms and conditions of the contract documents.

2. The undersigned Bidder accepts all of the terms and conditions of the advertisement or Invitation to Bid and Instructions to Bidders, including, without limitation, those dealing with the disposition of the Bid Bond. This Bid will remain subject to acceptance for sixty (60) days after the day of bid opening. The Bidder will sign and submit the agreement with the performance and maintenance bonds and other documents required by the bidding requirements within ten (10) days after the date of the Township of Harmony's Notice of Award.

3. In submitting this Bid, the Bidder represents, as more fully set forth in the agreement, that:

   a. The Bidder has examined copies of all the bidding documents and of the following addenda (receipt of which is hereby acknowledged):

Date	Number
_____	_____
_____	_____

b. The Bidder has familiarized himself/itself with the nature and extent of the contract documents, the work, the site, locality, and all local conditions and laws and regulations that in any manner may affect the cost, progress, performance, or furnishing of the work.

c. The Bidder has carefully studied all reports and drawings of subsurface conditions and drawings of physical conditions, which are identified in the contract documents, and accepts the determination set forth therein of the extent of the technical data contained in such reports and drawings upon which the Bidder is entitled to rely.

d. The Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies (in addition to or to supplement those referred to in "c" above) pertaining to the subsurface or physical conditions at the site or that otherwise may affect the cost, progress, performance, or furnishing of the Work at the contract price, within the contract time, and in accordance with the other terms and conditions of the contract documents. No additional examinations, investigations, explorations, tests, reports, or similar information or data are will be required by the Bidder for such purposes.

e. The Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the contract documents.

f. The Bidder has given the Township of Harmony written notice of all conflicts, errors, or discrepancies that it has discovered in the contract documents, and the written resolution thereof by the Township of Harmony is acceptable to the Bidder.

g. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation. The Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid. The Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding. The Bidder has not sought by collusion to obtain for himself/itself any advantages over any other bidder or over the Township of Harmony.

h. The Bidder has evaluated the requirements and included all costs and other factors related in this Bid and has listed the Township of Harmony and NJDEP as co-insured parties on the contractor's liability insurance policies.

i. If awarded the Contract, the undersigned Bidder agrees to fully comply with the requirements of P.L. 1975, c.127, as may be amended and supplemented from time to time.

j. If awarded the Contract, the undersigned Bidder agrees to comply with The Prevailing Wage Act, P.L. 1963, c.150, as may be amended and supplemented from time to time.

4. The following mandatory requirements have been completed and are included in the bid package:

   a. Stockholder or Partnership Disclosure
   b. Subcontractor's Form
   c. Business Registration Certificate
   d. Acknowledgement of Addenda and/or Revisions
   e. Bid Surety

5. The following additional documents have been completed and are included in the bid package:

   a. Non-Collusion Affidavit
   b. Stockholder or Partnership Disclosure

c. Certificate of Experience
d. Certificate of Equipment
e. Affirmative Action Form
f. Americans with Disabilities
g. Resolution of Authorization if Bidder is a Corporation
h. Bidder's Qualification Sheet
i. Bidder's Personnel
j. Signed Checklist of Required Documents
k. Bid Proposal Form

6. The following documents shall be required by NJDEP from the successful bidder and are included in the bid package:

a. Notice To Bidders Set-Off for State Tax
b. Affirmative Action Employee Information Report
c. MacBride Principles Form
d. Source Disclosure Certification Form
e. Ownership Disclosure Statement

PREVAILING WAGE AFFIDAVIT

I hereby certify as follows:

1. I am the duly authorized agent of _____ and am authorized to make this certification on behalf of _____, the Contractor.

2. I am compliant with N.J.S.A. 34:11-56.25 et seq., i.e. the New Jersey State Prevailing Wage Act.

3. I have reviewed the prevailing wage rate determination within the bid package.

4. All contractors and subcontractors performing public works construction projects must follow payroll reporting requirements according to amended rules and regulations of the New Jersey State Prevailing Wage Act. Certified payroll records must be submitted within ten (10) days of the payment of wages to the New Jersey Department of Labor. Contractors and the subcontractors who fail to provide these records are subject to penalties of up to a maximum of Two Hundred Fifty Dollars ($250.00) for the first violation and up to Five Hundred Dollars ($500.00) for subsequent violations.

5. I have read this statement, and I know the contents of same to be true to my own knowledge.

6. The bid submitted herewith is in compliance with the New Jersey State Prevailing Wage Act.

_____
Signature of Contractor

_____
Print Name

_____
Date

SAMPLE

NOTICE OF AWARD

Dated _____, 2013

TO: _____
(Bidder)

ADDRESS: _____

_____

PROJECT: **BLUE ACRES DEMOLITION OF STATE PROPERTIES PURSUANT TO NJDEP GUIDELINES**

TOWNSHIP OF HARMONY'S CONTRACT NO. 2013-7

You are hereby notified that your bid dated _____ for the above contract has been considered. You are the apparent successful bidder and have been awarded a contract for _____. The contract price of your contract is $ _____.

Three (3) copies of each of the proposed contract documents/State Purchase Orders (except drawings) accompany this Notice of Award.

You must comply with the following conditions within ten (10) days of the date of this Notice of Award, that is by _____.

1. You must deliver to the Township of Harmony three (3) fully executed counted counterparts of the contract, including all associated documents. Each of the contract documents must bear your signature.

2. Certificates of Insurance issued in association with the work must not be less than the required amounts.

3. Co-insurance certificates issued to the Township of Harmony and the NJDEP must be in proper form and substance.

Failure to comply with these conditions within the time specified will entitle the Township of Harmony to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Bond forfeited.

Within ten (10) days of compliance with these conditions, the Township of Harmony may return to you one (1) fully signed counterpart of the contract and the associated documents attached.

TOWNSHIP OF HARMONY

BY: _____
Kelley Smith, Municipal Clerk

Receipt of this Notice of Award is acknowledged.

Contractor: _____

By: _____ _____ _____
(Printed Name) (Signature) (Date)

_____
(Title)

Copy to Township of Harmony Clerk (via Certified Mail, Return Receipt Requested)

SAMPLE

NOTICE TO PROCEED

Dated _____, 2013

TO: _____
(Contractor)

ADDRESS: _____

_____

TOWNSHIP OF HARMONY CONTRACT NO. 2013-7

CONTRACT FOR: **BLUE ACRES DEMOLITION OF STATE PROPERTIES PURSUANT TO NJDEP GUIDELINES**

_____
(Indicate name of contract as it appears in the Bidding Documents)

You are hereby notified that the contract time under the above contract will commence to run on _____, 2013. By that date, you are to start performing your obligations under the contract documents. In accordance with Article 3 of the Contract, the dates of substantial completion and final completion are _____, 2013 and _____, 2013, respectively.

Before you may start any Work at the site, you must deliver to the Township of Harmony the Certificates of Insurance, which each contractor is required to purchase and maintain in accordance with the contract documents.

Also, before you may start any work at the site, you must [add other requirements]

_____

_____

_____

_____

TOWNSHIP OF HARMONY

By: _____
Kelley Smith, Municipal Clerk