

BOROUGH OF RAMSEY

BERGEN COUNTY, NEW JERSEY

NOTICE TO BIDDERS

PROPOSAL & SPECIFICATIONS FOR

Emergency Repairs to Water and Sewer System

for the

BOROUGH OF RAMSEY

CHRISTOPHER BOTTA, MAYOR

BOROUGH COUNCIL

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May 2011

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NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received on or before **Tuesday May 17, 2011 at 2:30 P.M.**, prevailing local time, in the Council Chambers by the Borough Administrator, Municipal Building, 33 North Central Avenue, Ramsey, New Jersey, for the following:

Emergency Repairs to Water and Sewer System

Proposals and specifications may be obtained from the Borough Engineer's Office, Municipal Building, 33 North Central Avenue, Ramsey, New Jersey. Bids must be submitted on forms supplied, in a sealed envelope bearing the name and address of the bidder, and addressed to the Borough Administrator, Borough of Ramsey, New Jersey 07446, and delivered, mailed or presented to the Borough Administrator's office on or before the date and time set and at the place mentioned herein.

No proposal will be considered unless accompanied by a certified check, cashier's check, or bid bond, made payable to the order of the Borough of Ramsey, New Jersey, in an amount not less than ten percent (10%) of the amount of the bid, \$20,000 maximum, binding the bidder to execute a formal contract in form approved by the Borough within ten (10) days after notification of the acceptance of the bid. Upon the failure of the successful bidder to execute the necessary contract, the deposit made shall be held by the Borough and applied on account of the Borough's claim for damages.

Bidders must not submit bids without qualifying conditions or provisions.


The Borough reserves the right to waive any defects or informalities in any bid or to accept the bid which, in its judgment, best serves the interests of the Borough.

Bidders will be furnished with a copy of the specifications by the Borough Engineer upon proper notice and the payment of a non-refundable fee of \$15.00 for each specification in accordance with Ordinance No. 949.

The Borough of Ramsey, in accordance with Title VI Civil Rights Act of 1964, 78 Statute 252 U.S.C. and 49 C.F.R., Part 21, issued pursuant to such Act, will afford minority business enterprises full opportunity to submit in response to this invitation and will not discriminate against any bidder on the grounds of race, color, or natural origin in the contract award.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27.

By Order of the Mayor and Council.



Ed Sandve, Borough Administrator
Borough of Ramsey

**PROPOSAL FOR
FOR THE
EMERGENCY REPAIRS TO WATER AND SEWER SYSTEM
BOROUGH OF RAMSEY
BERGEN COUNTY, NEW JERSEY**

From time to time the Borough of Ramsey has a need to have contractors perform emergency repairs to its water and sewer system.

The response time to be on the job site with a crew and equipment must be within two (2) hours from being contacted. The Contractor must be able to be contacted 24/7 - 365 days of the year.

The estimated quantities after for the sole purpose of creating a total price on which to base bonding amounts*. Since the work anticipated is of an emergency nature and can not be predicted, or estimated, in exact quantities, the amount to be paid for any emergency response work will result from the actual time on the job as well as labor hours and material quantities. The hourly rates for equipment and labor plus the material prices will be established by award of a contract by the Borough of Ramsey.

Item	Estimated Quantity	Unit	Description	Unit Price	Total
1.	50	HR	Pick Up Truck		
2.	50	HR	Utility Truck		
3.	50	HR	185 CFM Air Compressor		
4.	50	HR	Single Axle Dump Truck		
5.	50	HR	Dual Axle Dump Truck		
6.	50	HR	Case 580 Backhoe, or Equal		
7.	50	HR	Caterpillar 950 Loader, or Equal		
8.	50	HR	6 'x 6' Trench Box		
9.	50	HR	Superintendent		
10.	50	HR	Foreman		
11.	100	HR	Laborer		
12.	100	HR	Operator		
13.	75	TON	¾" Clean Stone		
14.	75	TON	¾" Dense Graded Aggregate (DGA)		
15.	100	TON	Hot Mix Asphalt, Stabilized Base Mix I-2		

* as well as low bidder.

Total Base Bid Items 1 - 15 in Words and Figures

Dollars \$ _____

Accompanying this proposal is a certified check, cashier check or bid bond, made payable to the order of the of the Borough of Ramsey in the sum of \$ _____ being not less than ten percent (10%) of the total bid amount, which the undersigned agree _____ is to be forfeited as liquidated damages, and not as a penalty, if the contract is awarded to the undersigned and the undersigned shall fail to execute the contract for the project within the stipulated time.

State whether bidder is a proprietorship, partnership, limited partnership, association or corporation
Give name and address of registered agent.

Signature of person, firm or Corporation
making this proposal.

Company Name

By: _____
Name & Title

Company Address

Company Telephone

Dated

NOTE: Corporations from outside the State of New Jersey shall furnish a certificate to the effect that they are authorized by the Secretary of State to do business in the State of New Jersey.

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)
COUNTY OF BERGEN : SS
BOROUGH OF RAMSEY)

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

(Name)

(Firm)

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

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

_____,
(Name of Contractor)

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

(Signature of Affiant)

(Type or print name of Affiant)

*
* Subscribed and sworn to before me this _____
* day of _____, 20____.
*
* _____
*
* Notary Public of _____
* My commission expires _____
*

- 5. Name _____
Address _____
- 6. Name _____
Address _____
- 7. Name _____
Address _____
- 8. Name _____
Address _____
- 9. Name _____
Address _____
- 10. Name _____
Address _____

AND, FURTHER, said Bidder affirms that all statements contained in this affidavit are true and correct, and made with full knowledge that the Owner relies upon the truth of the statements contained in this affidavit in awarding the contract for the said project.

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

Notary Public of

My Commission expires on
_____, 20____.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national, origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not 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 or sex.

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable 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 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 personal 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 applicable 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 or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

All successful bidders (goods and services vendors, professional service vendors and construction contractors) are required to submit evidence of appropriate affirmative action compliance. Specifically, each vendor/contractor shall submit to the Borough of Ramsey, prior to execution of a contract, one of the following documents:

Goods, Professional Services and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Borough of Ramsey and the Division of Contract Compliance and EEO in Public Contracts Division (see Attachment #1).
2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Borough of Ramsey as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division (see Attachment #2).
3. The vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a copy to the Borough of Ramsey (see Attachment #3). Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations.

After notification of award but prior to execution of goods and services and professional services contracts, the Affirmative Action evidence must be submitted.

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

EXPERIENCE QUESTIONNAIRE

The signatory of this proposal guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. How many years have you been in business as an construction company under your present business name? _____
2. How many years have you been a principal officer of a construction company under another name? _____
3. What work of a similar nature has your organization completed? List a minimum of three projects.

(Note: Fill out each blank completely)

Name of Owner and Location	Name and Address of Person in Responsible Charge as Reference	Class of Work	Amount of Contract	Date of Completion

Signature in writing of the bidder or bidders or authorized officer or agent, with business address:

Date: _____

INFORMATION AND INSTRUCTIONS FOR BIDDERS

1. SCOPE

The Borough of Ramsey proposes to accept bids for **Emergency Repairs to Water & Sewer System**.

2. BIDDERS

All bidders, to be acceptable to the Borough of Ramsey, shall be skilled in the class of work on which they bid and shall furnish in writing, upon request by the Borough, full and detailed evidence of the financial and business ability, character, organization, experience and equipment possessed by the bidder to execute successfully the work under consideration. No bid will be considered from any bidder who is unable to show that he has actually performed considerable work of a similar character and magnitude to that on which he is bidding.

Each bidder shall also satisfy himself, by personal examination of the location of the proposed work and by such other means as he may prefer, as to the actual conditions and requirements of the work to enable him to make up his bid intelligently and to advantage. The bidder shall make himself familiar with all of the specifications, instructions, general conditions, etc., before submitting his proposal in order that no misunderstanding shall exist in regard to the nature and character of the work to be done. No allowance will be made for any claims that bid is based upon incomplete information as to the nature and character of the site or the work involved. Conditional bids will not be accepted.

Each bidder shall carefully fill out the **Experience Questionnaire** provided in the proposal.

3. PROPOSALS

All proposals shall be sealed and enclosed in an envelope, properly addressed to the Borough Administrator of the Borough of Ramsey, New Jersey, and properly titled for the project involved. Proposals shall be made solely on the Form of Proposal attached hereto and any proposals shall be considered informal which are not, in all respects, in conformity with this notice. Proposals shall be completely filled in. If the bidder is a corporation, the bid shall be signed in writing by a properly authorized officer of the corporation. Bids shall be written in ink with words and figures in each item where a price is called for. In case of discrepancy, the written words will govern. Proposals must not be separated from the contract documents. Each bidder shall deliver his proposal and certified check and other documents to the office of the Borough Administrator on or before the specified time, on the date stated in the advertisement. Bids sent by mail must be received by the Borough Administrator prior to the time set for receiving bids. Bids will be publicly opened and read aloud in the Borough Hall. No proposal will be considered which is not based upon the specifications, or which is not properly made out and signed in writing by the bidder, or an authorized agent of the bidder.

4. ACCEPTANCE OR REJECTION OF BIDS

The Borough of Ramsey reserves the right to reject any or all bids, either in whole or in part when in its judgment the public interest would be best served by so doing and, where the proposal contains more than one item to be bid upon, to accept the bid or bids on any or all items contained therein, determining low bid, either on the basis of comparison of the aggregate of all items bid or on the basis of a comparison of bids, item by item. The Borough also reserves the right to reject the bid of a bidder who has previously failed to perform properly contracts of a similar nature. The Borough of Ramsey may consider informal any bid not prepared and submitted in accordance with the provisions hereof. The Borough of Ramsey further reserves the right to waive any minor informalities or irregularities in the bids received, and to accept the bid from the lowest responsible bidder. **The Borough of Ramsey further reserves the right to omit any item or items from the proposal which it deems advisable for the best interests of the Borough.**

5. WITHDRAWAL OF BIDS

No bid will be allowed to be withdrawn for any reason whatsoever after it has been deposited with the Borough before the expiration of a period of sixty (60) days from the date set for the opening thereof, in the event there is a delay in the awarding of the contract.

6. GUARANTEE

The equipment and materials to be furnished shall carry the manufacturer's standard guarantee against defective workmanship and materials.

7. ASSIGNMENT OF CONTRACT

There shall be no assignment or subletting of the contract or any part thereof, or of any money due or to become due thereon, without the consent of the Borough Council, expressed by resolution.

8. PAYMENT

Payment will be made to the contractor upon presentation of bills properly submitted on Borough vouchers as required by law.

9. PREVAILING WAGE ACT

All wages to comply with the Prevailing Wage Act, Chapter 150, Laws of 1963, as determined by New Jersey Department of Labor and Industry.

Prevailing wage rate determinations may be obtained from the New Jersey Department of Labor, by telephone, or at the Department of Labor website for Official Wage Rate Determination. The address of this website is <https://wnjpin.state.nj.us/pw/prevwage.html>

10. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27 MUST BE ADHERED TO.

11. DO NOT INCLUDE GOVERNMENT OR PROCESSING TAXES IN PRICES.

12. METHOD OF AWARDING CONTRACTS.

Contract of purchase shall be awarded to the lowest responsible bidder(s) as declared by the **Borough of Ramsey**. The contract awarded between the **Borough of Ramsey** and the successful vendor shall establish the contractual obligation regarding specific items, specifications and quantities to be provided by the **Borough of Ramsey**.

13. DELIVERY TIME AND LOCATION

In the case of all awards made on the basis of price **F.O.B.** delivered to the participating contracting units, the supplier(s) shall be required to make deliveries to the locations in the quantities designated by such units.

14. METHOD OF SUBMITTING BIDS

Bids may be hand delivered to the **Borough Clerk of the Borough of Ramsey**. The Borough of Ramsey disclaims any responsibility for bids forwarded by mail. Bids received after the bid opening deadline will be returned, unopened, the return address shown on the bid envelope.

15. PRICES SUBMITTED

The bid prices submitted must remain firm for a period of at least sixty (60) days after the receipt and opening of bids, or for such other period of time as may be specified elsewhere in the specifications, but in no case beyond sixty (60) days.

16. TIME FOR MAKING AWARDS FOLLOWING THE RECEIPT OF BIDS

The Borough of Ramsey shall, award a contract or reject all bids within sixty (60) days after the receipt and opening of bids or within such time as may be specifically stated elsewhere in the specifications.

GENERAL CONDITIONS

I. DEFINITIONS

The following terms and expressions used in the Contract Documents shall be understood as follows:

Wherever the words "**Borough or Owner**" are used in this contract, it shall be understood to mean the Borough of Ramsey, New Jersey, the party of the first part of the agreement or its legal representative.

Wherever the word "**Contractor**" is used in this contract, it shall be understood to mean the party of the second part of this agreement or his legal representative.

Wherever the word "**Engineer**" is used in this contract, it shall be understood to mean the "**Borough Engineer**" or his duly appointed successor, or representative, acting within the scope of the duties entrusted to them and as stated in the contract.

Wherever the work "**Subcontractor**" is used, it shall be understood to mean persons, firms or corporations having a direct contact with the Contractor, and including those who furnish materials worked to a special design in accordance with the Plans and Specifications, but not including those who merely furnish materials not so worked.

Wherever the word "**Plans**" is used, it shall be understood to mean the Contract Plans accompanying the specifications and such detail and supplementary drawings as may be furnished from time to time.

Wherever in the Specifications or upon the Drawings the words "**as directed**," "**as required**," "**as permitted**" or words of like effect are used, it shall be understood that the direction, requirement or permission of the Engineer is intended, and similarly the words "**approved**," "**acceptable**," "**satisfactory**" or words of like import, shall mean approved by or acceptable or satisfactory to the Engineer.

Wherever the work "**Contract**" or "**Contract Documents**" is used, it shall mean and include this Contract, Advertisement for Bids, Information for Bidders, Proposal, Contract Provisions, General Specifications, Detailed Specifications, Plans, Agreement, Bond and Addenda.

II. TIME OF COMPLETION

N/A

III. COMMENCEMENT OF WORK

N/A

IV. EXTENSION OF TIME

Should the Contractor be delayed by any act of the Owner, changes in the work ordered by the Municipality, strikes, fire, unavoidable accidents or any item that the Contractor could not reasonably anticipate, then the time of completion may be extended for a reasonable time as determined by the Engineer. No additional charges shall be made by the Contractor for delays during the progress of this project. All delays shall be compensated for by granting an extension of time, without prejudice.

V. ADDENDA

While this project is being advertised, any changes will be made known to all bidders by Addenda in writing via mail or hand delivery. All such Addenda will become part of the Contract Documents.

VI. STATUS AND AUTHORITY OF ENGINEERS AND INSPECTORS

The Engineer, Superintendent or designee shall have general supervision and direction of the work, the interpretation of the Plans and Specifications, the ordering of additions to or deductions from the work, and the determination of procedure. He shall give all orders and directions contemplated under this contract. He shall in all cases determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under the contract, and shall have authority to reject all work and materials which do not conform to the contract requirements. He shall determine all other questions that may arise in relation to the execution of the work. He shall have the authority to halt the work whenever such action may be necessary to secure the safe and proper execution of the contract. In every case, the Engineer's decision shall be final and binding and shall be a condition precedent to the right of the Contractor to receive any money there under, in case of a dispute.

The Contractor shall permit the Engineer, his assistants, inspectors and properly authorized persons to enter upon and have free access to the work at all times, and all places of manufacture where materials for the work are being made and to measure and inspect the work or materials.

The Contractor shall not, however, because of any inspectors, be relieved of his obligation to supervise the work and fulfill the provisions of the Contract, for it is

hereby distinctly understood and mutually agreed to by both parties to this Contract that an assistant or inspector on the work is not in any sense to be considered as a deputy in charge.

VII. PROVISIONAL ACCEPTANCE

All materials, equipment, appurtenances or work once accepted by the Engineer may be rejected at any time should any defect in the same or variations from the requirements of the contract documents be discovered before the entire work has been fully accepted and fully paid for.

VIII. SKILLED MEN

The Contractor shall employ only competent and skilled men and first class mechanics and artisans on all parts of the work, and shall in his absence have on the ground at all times during the progress of the work a responsible and qualified duly authorized to receive and execute all orders. Whenever the Contractor or his representative is not present on any part of the work when it is necessary to give directions, orders will be given by the Engineer or his representative and shall be obeyed by the Superintendent or Foreman who may have immediate charge of the men employed on the particular work in relation to which the orders may be given. Failure to obey or willful evasion of such orders by the Superintendent, Foreman or other person in immediate charge may, at the option of the Engineer, result in immediate dismissal of such men from the work.

IX. INSURANCE REQUIREMENTS

The Contractor shall maintain during the life of the contract, insurance policies of the type and with the minimum limits below and in a form satisfactory to the municipality. The Contractor shall provide a certified copy of the policies and/or certificates of insurance prior to commencement of work.

A. Policy and Limit Guidelines as follows:

(1) Workers Compensation insurance in accordance with laws of the State of New Jersey and other states where work is being performed. The Contractor shall also have and maintain Employers Liability Insurance as well as USL&H and Jones Act coverage where applicable.

(2) 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 the following:

\$2,000,000	General Aggregate per location/per job
\$2,000,000	Products/Completed Operations
\$1,000,000	Personal Injury and Advertising Injury Limit

\$1,000,000 Each Occurrence Combined Single Limit for Bodily
Injury and Property Damage

The coverage shall include:

- (a) Premises/Operations
 - (b) Elevators
 - (c) Independent Contractors
 - (d) Contractual liability covering liability assumed under the indemnification provision contained in this Agreement and deleting any third-party beneficiary exclusion.
 - (e) Broad form property damage liability including completed operations.
 - (f) Coverage for liability arising from explosion, collapse and under-ground damage, if blasting or excavation is to be done.
 - (g) Personal injury coverage, including coverage for liability arising from false arrest, malicious prosecution, willful detention, libel, slander, defamation of character, invasion of privacy and wrongful egress or entry.
 - (h) Products and completed operations for a period of two (2) years from substantial completion.
 - (i) Limited Pollution Cleanup at a limit of \$100,000 for construction projects over \$500,000.
- (3) Comprehensive Automobile Liability insurance covering the use of all-owned, non-owned, hired or leased automobiles with limits of liability not less than \$1,000,000 combined single limit for bodily injury and property damage. Coverage should include uninsured and underinsured motorists at limits no less than the minimum statutory limits.
 - (4) Owners Protective Liability policy (OCP) with minimum limits of \$1,000,000. The policy "Named Insured" would be the Borough of Ramsey. The policy would also show the Contractor as "Designated Contractor".
This policy will protect the Named Insured (the municipality) for the negligent acts of the Designated Contractor (Contractor).

(5) Umbrella Liability insurance policy written on an occurrence basis with a minimum combined single limit of "see below" as "Follow Form" excess of the Contractor's Employer's Liability, Commercial General Liability and Comprehensive Automobile Liability insurance policies required herein. Coverage to include on site limited pollution. The OCP policy is required in Item No. 4 and should be an underlying policy.

<u>Project Cost</u>	<u>Umbrella Limit</u>
\$50,000 and Below	\$ 1,000,000
Over \$50,000 to \$500,000	3,000,000
Over \$500,000 to \$1,000,000	5,000,000
Over \$1,000,000	10,000,000

B. Additional Requirements As Follows:

(1) Certified copies of all insurance policies provided above or certificates thereof satisfactory to the Borough of Ramsey shall be furnished forthwith. Each such policy or certificate shall contain a provision that it is not subject to change, cancellation or non-renewal unless 30 days prior written notice via certified mail/return receipt shall have been given to the Borough of Ramsey Contractor's Insurer. These must be received thirty (30) prior to commencement of work.

(2) The Contractor agrees that it will defend, indemnify and save harmless the Borough of Ramsey and all participating municipalities, its officers, agents and employees from any and all liability, suits, actions, and demands and all damages, costs or fees on account of injuries to persons or property, including accidental death, arising out of or in connection with the work, or by reason of the operations under this agreement.

(3) All insurance purchased and maintained by the Contractor shall designate the Borough of Ramsey their officers, officials, agents, employees and consultants as additional insured.

(4) Except as modified by the Borough of Ramsey in writing, the insurance requirements herein shall also apply to Subcontractors and the Contractor will be responsible for supervision of the filing of certified copies of the insurance policies and/or insurance certificates prior to any Subcontractor commencing work on the project.

(5) All insurance coverage evidenced by the Contractor in accordance with this contract shall be from AM Best's rated A-X or better Insurance Company licensed to do business in the State of New Jersey.

(6) All proof of insurance submitted to the municipality shall clearly set forth all exclusions and deductible clauses. The Borough of Ramsey will allow certain deductible clauses which are not considered excessive, overly broad, or harmful to the interest of the Borough of Ramsey. Standard exclusions will be allowed provided they are not inconsistent with the requirements of this subsection allowance or any additional exclusions. This will be at the discretion of the Borough of Ramsey. Regardless of the allowance of exclusions or deductions by the Borough of Ramsey, the Contractor shall be responsible for the deductible limit of this policy and all exclusions consistent with the risks he assumes under this contract and as imposed by law.

In the event that the contractor provides evidence of insurance in the form of certificates of insurance, valid for a period of time less than the period during which the Contractor is required by the terms of this contract to maintain insurance, said certificates are acceptable, but the Contractor shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance so that the Borough of Ramsey is continuously in possession of evidence of the Contractor's insurance in accordance with the foregoing provisions.

In the event the Contractor fails or refuses to renew its insurance policy, or the policy is canceled, terminated, or modified so that the insurance does not meet the requirements of this subsection, the Borough of Ramsey and all participating municipalities may refuse to make payment of any further monies due under this contract or refuse to make payment of monies due or coming due under other contracts between the Contractor's insurance for the periods and amounts referred to above. Alternately, the Borough of Ramsey may default the Contractor and direct the surety to completing the project. During any period when the required insurance is not in effect, the Borough of Ramsey may suspend performance of the contract. If the contract is so suspended, additional compensation or extension of contract time is not due on account thereof.

X. RESPONSIBILITY FOR ACCIDENTS, DELAYS AND WORK LOSS

The Contractor shall assume all risks and responsibilities for casualties of every description in connection with the work, except that he shall not be held liable or responsible for delays or damage to the work caused by acts of God, acts of public enemy, acts of Government, quarantine restrictions, general strikes throughout the trade, or by freight embargoes not caused or participated in by the Contractor. The Contractor shall have charge and control of the entire work until completion and acceptance of the same by the Borough. The Contractor shall alone be liable and responsible for, and shall pay, any and all loss or damage sustained by any person or party, either during the performance or subsequent to the completion

of the work under this agreement, by reason of injury to person and damage to property, buildings and adjacent work, that may occur either during the performance of the work covered by this Contract or that may be sustained as a result of or in consequence thereof, irrespective of whether or not such injury or damage be due to negligence or the inherent nature of the work.

The Contractor shall take all precautions for preventing injury to persons and property in or about the work. He shall bear all losses resulting from the amount or character of the work being different, or because the nature of the premises on which the work is done is different from what was expected, or on account of the weather, or similar other causes; and he shall assure the defense of and indemnify and hold harmless the Borough, its offices and agents, from all suits or actions at law or claims of **ANY KIND WHATSOEVER** arising in connection with this work or in consequence thereof and shall, if required, show evidence of settlement of any such action before final payment is made by the Borough.

XI. SUBCONTRACTORS AND CONTROL OF WORK

The Contractor shall not assign this Contract or any part thereof and shall not assign any right to any monies to be paid him thereunder, nor shall he sublet the Contract as a whole, but shall keep the same under his personal control, with the Contractor or his designated representative giving constant personal attention to the prosecution of the work. No portion of the work shall be sublet without the approval of the Engineer, and no sub-contractor shall be employed unless in the opinion of the Engineer he is reliable, responsible and competent to do the all Subcontractors proposed to be used shall be submitted in writing to the Engineer as soon as possible and in ample time before such work is started.

XI. VIOLATION OF CONTRACT

If the Contractor shall abandon the work or, in the opinion of the Engineer, shall neglect or fail to prosecute the work with promptness and diligence; or unreasonably delay the work so that it may not be completed within the contract time; or if he shall neglect or refuse to furnish suitable materials in place of any which may be rejected by the Engineer as unsuitable; or shall refuse or neglect to furnish a sufficiency of properly skilled workmen and necessary equipment or either; or if he shall execute any of the work improperly, carelessly or in bad faith, and refuse to remove any of the work which, in the opinion of the Engineer, is defective and unsuitable, and to replace it with work that is in accordance with the contract requirements; or if the Contractor shall make default in the performance of any of the terms, conditions and provisions of the Contract; then and in that event the Borough may notify the Contractor in writing to remedy his neglect or default and require said Contractor to comply with the terms, conditions and provisions of the Contract which he is violating. If the said notification be without effect twenty-four (24) hours after delivery thereof, then in that event the Borough shall have the right to declare the Contractor in default and notify him to discontinue all work or any part thereof; and thereupon the Contractor shall discontinue such work or such part thereof as the Borough may designate, whereupon the Borough may, by contract or otherwise, as it may determine, complete the work or part thereof and charge the entire expense of so completing the work or part thereof to the Contractor; and for such completion the Borough for itself or its Contractors may take possession of and use or cause to be used in the completion of the work or part thereof, any of such materials, equipment, machinery, implements and tools of every description as may be found upon the site of said work.

All expenses incurred under this section may be deducted and paid by the Borough out of any money then due or to become due the Contractor under this Contract, or any part thereof; and in such accounting the Borough shall not be held to obtain the lowest figures for the work of completing the Contract or any part thereof, or for insuring its proper completion, but all sums actually paid therefore shall be charged to the Contractor. In case the expenses so charged are less than the sum which would have been payable under this Contract, if the work had been completed by the Contractor, the Contractor shall be entitled to receive the difference; and in case such expenses shall exceed the said sum, the Contractor shall pay the amount of excess to the Borough upon completion of the work without further demand being made thereafter.

XII. REPAIRS

The repairs required to be made by the Contractor shall extend only to making good any inherent defects which become manifested in the materials and workmanship under ordinary conditions, and shall not be held to cover any breakage or damage caused by improper use or by accident resulting from circumstances over which the Contractor has no control.

LIST OF REQUIRED FORMS, DOCUMENTS AND CERTIFICATIONS TO BE SUBMITTED WITH A BID

The following items must be submitted with each bid proposal. You are required to initial each entry, to indicate that these items are included with the bid proposal, and, in addition, sign and submit this form with the bid proposal.

NAME OF FORM	INITIALS
Bid Guarantee**	
Bid Proposal Form	
Non-Collusion Affidavit	
Stockholder Disclosure Affidavit**	
Experience Questionnaire	
Receipt of Notices/Revisions/Addenda**	
List of Forms, Documents, etc., submitted with this bid	
Proof of Business Registration**	
Hold Harmless Agreement**	

****THE ITEMS MARKED ARE MANDATORY ITEMS; FAILURE TO SUBMIT ANY ONE OF THESE MANDATORY ITEMS SHALL BE DEEMED A FATAL DEFECT THAT SHALL RENDER THE BID PROPOSAL UNRESPONSIVE.**

form bid-2(revised 11-10)

Sample Federal Letter of Approval

Attachment 1

U.S. Department of Labor

Employment Standards Administration
Office of Federal Contract Compliance Programs
Newark Area Office
124 Evergreen Place, Fourth Floor
East Orange, NJ 07108



February 27, 20__

Dear

Our recent compliance review of your establishment's equal employment opportunity policies and practices was completed on February 27, 20__.

We found no apparent deficiencies or violations of Executive Order 11266, as amended, Section 503 of the Rehabilitation Act of 1973 or 38 USC 2012 (the Vietnam Era Veterans Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based on the material reviewed.

The Office of Federal Contract Compliance Programs sincerely appreciates the cooperation and courtesies extended by you and your staff during the conduct of the compliance review.

Sincerely,

Area Office Director.

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification _____

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

VOID

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-3.7 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of _____

VOID



State Treasurer

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY DIVISION OF CONTRACT COMPLIANCE

Form AA302

Employee Information Report

STATE OF NEW JERSEY
Division of Contract Compliance & Equal Employment Opportunity
EMPLOYEE INFORMATION REPORT

IMPORTANT! READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT REG. REPORT FOR SECTION B, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

1. FED. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. HFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, NO INDICATE)		
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT	CITY	COUNTY STATE ZIP CODE
11. DATE RECEIVED	12. INAUG. DATE	13. ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

Report on permanent, temporary and part-time employees on YOUR OWN PAYROLL. Exclude the employees of contractors as listed in the columns. Where there are no employees in a particular category, enter zero. Include ALL employees, including those who are on contract, in columns 1, 2, & 3. DO NOT SUBMIT AN REG. REPORT.

JOB CATEGORY	ALL EMPLOYEES		ETHNICITY										
	COL. 1 TOTAL (Cols 1-3)	COL. 2 MALE	COL. 3 FEMALE	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON W.M.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON W.M.
Office Management													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Food Service (Cook/Wait)													
Expansive Clean/Ink/Wait													
Laborers (Crank/Ink/Wait)													
Service Workers													
TOTAL													
Total Temp/Part-time from previous Report (Grand)													

The data below shall NOT be included in the figures for the above periods and periods above.

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employer Record <input type="checkbox"/> 3. Data Specialty	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATE OF PAYROLL PERIOD USED From: _____ To: _____		

SECTION C - SIGNATURE AND IDENTIFICATION

NAME OF PERSON COMPLETING FORM (Print out name)	SIGNATURE	TITLE	DATE
ADDRESS NO. & STREET	CITY	COUNTY STATE ZIP CODE	PHONE (AREA CODE, NO. EXTENSION)

WHITE - DIV. OF CONTRACT COMPLIANCE; CANARY - DIV. OF CONTRACT COMPLIANCE DP;

RECEIPT FORM

The undersigned hereby acknowledges the receipt of the following Notices, Revisions and/or Addenda to the Bid Documents:

NOTICE NUMBER	DATE RECEIVED

REVISION NUMBER	DATE RECEIVED

ADDENDUM NUMBER	DATE RECEIVED

Signature of person, Firm or Corporation

Company Name

By: _____
Name, Title and Signature

Company Address

Company Telephone

Date: _____

Note: THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH YOUR BID EVEN IF NO NOTICES, REVISIONS OR ADDENDA HAVE BEEN ISSUED.

HOLD HARMLESS AGREEMENT

BETWEEN The Borough of Ramsey
33 North Central Avenue

AND

Contractor

Address (not a Post Office Box)

Phone Number & FAX

It is understood and agreed the Contractor is:

1. An independent Contractor and not an employee of the Borough of Ramsey.
2. The Contractor agrees to indemnify and hold harmless the Borough of Ramsey and all of its officers, agents and employees of and from any and all liability for damages for injury to person and property, including death, and against and from all suits and actions and all costs, damages and changes of whatsoever kind and nature, including attorneys' fees to which the Borough may be put for or on account of any injury or alleged injury to person, including death, or property, resulting from the performance of the Contractor's operations under this Contract, or by or in consequence of any neglect or omission of the part of the Contractor in the performance of operations under this Contract, whether such operations, or the absence thereof, be by the Contractor or anyone directly or indirectly employed by the Contractor.
3. The Contractor shall hold the Borough of Ramsey harmless for damages to the Contractor's equipment utilized during the term of this Contract.
4. The Contractor agrees to provide a certificate of insurance specifically naming the Borough of Ramsey as an additional named insured, providing general liability, bodily injury and property damage coverage with minimum limits of liability not less than \$500,000.

Signed this _____ day of _____ 20____

as the binding act in deed of _____

Name of Organization

Authorized Signature and Title

Print-Authorized Signature and Title

WITNESS Signature