

TOWNSHIP OF OLD BRIDGE

MIDDLESEX COUNTY

NEW JERSEY

CONTRACT # 2018-xx

CONTRACT NAME: OLD BRIDGE TREE PLANTING SERVICES

THE HONORABLE OWEN HENRY, MAYOR

OLD BRIDGE TOWNSHIP COUNCIL

MARY SOHOR, COUNCIL PRESIDENT

DR. ANITA GREENBERG-BELLI, COUNCIL VICE-PRESIDENT

**Edina Brown
Brian J. Cahill
David Merwin
John E. Murphy**

**Tony Paskitti
Mark Razzoli
Debbie Walker**

BUSINESS ADMINISTRATOR

Himanshu R. Shah

TOWNSHIP ATTORNEY

Mark Roselli, Esq

CHIEF FINANCIAL OFFICER

Himanshu R. Shah

TOWNSHIP CLERK

Stella Ward

BIDDER: _____

ADDRESS: _____

TEL. NO.: _____

EMAIL: _____

NOTICE TO BIDDERS

The Township of Old Bridge invites sealed bids for:

Contract # 2018-xx

Contract Name: OLD BRIDGE TREE PLANTING SERVICES

Sealed bids will be opened and read in public for consideration by the Township of Old Bridge, One Old Bridge Plaza, Old Bridge, New Jersey 08857 Thursday November xx, 2018 11:00 am **prevailing time**. All bids shall be received at the Township of Old Bridge Clerks Office in the west wing of the Township Administration Building anytime prior to 10:45 a.m. Bids arriving after 11:00 a.m. will not be accepted. Bids will be opened in the second floor Conference Room of the Thomas English Administration Building.

All bids shall be presented to the Township of Old Bridge by parties bidding or their agents previous to the time designated, or when called for by the Township of Old Bridge.

If you are interested in downloading Bid Specifications please go to the website www.oldbridge.com and scroll down to Finance Bids. You may download the specifications for free. If you do not have internet connection and need a copy of the specifications, please make all requests to the Purchasing Department at (732) 721-5600 ext. 2910 between the hours of 9:00 a.m. to 4:00 p.m. Monday through Friday. Bids shall be made on the standard proposal form and be enclosed in a sealed envelope addressed to the Township Clerk at the above address. The name and address for the bidder and the name of the item must be printed on the face of the envelope. One original and Two (2) copies of the bid proposal must be submitted. Bids will be rejected if not submitted within time, date and at place designated.

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

Re: Contract # 2018-xx

Contract Name: OLD BRIDGE TREE PLANTING SERVICES

Township Clerk
Township of Old Bridge
One Old Bridge Plaza
Old Bridge, NJ 08857

The bid documents shall be placed in an inside envelope which shall have the following endorsement in the upper right corner of the envelope:

Bid for: Contract # 2018-xx

Contract Name: OLD BRIDGE TREE PLANTING SERVICES

Bid opening date: Thursday March 1, 2018

Bid Opening time: 11:00 AM

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

The guaranty accompanying the bid proposal shall be given in the amount of ten percent (10%) of the maximum delivered price, but not to exceed twenty thousand dollars (\$20,000), and may be given at the option of the bidder by a certified check or a bid bond from a reputable insurance company licensed in the State of New Jersey.

Bidders shall comply with the Affirmative Action Requirements of N.J.S.A 10:5-31 et seq. and N.J.A.C. 17:27 et seq.as amended from time to time.

The Township Council 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 Township Council reserves the right to waive informalities as the Township may deem to be in its best interest.

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

By the order of the Township of Old Bridge
Stella Ward
Township Clerk

To be published: February 17, 2018

BID DOCUMENT SUBMISSION CHECKLIST

_____TOWNSHIP OF OLD BRIDGE_____

OLD BRIDGE TREE PLANTING SERVICES

(Project Name)

2018-xx

(Project or Bid Number)

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

**A. Failure to submit the following documents is a mandatory cause for the bid to be rejected.
(N.J.S.A. 40A:11-23.2)**

Required with Submission
Of Bid
(Township's checkmarks)

Initial each item
Submitted with Bid
(Initial each item)

	A bid guarantee as required by N.J.S.A. 40A:11-21	
	A certificate from a surety company, pursuant to N.J.S.A. 40A:11-22	
√	A 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, specifications or bid document(s)	
√	Corporate Disclosure Statement	

**B. Failure to submit the following documents may be a cause for the bid to be rejected.
(N.J.S.A. 40A:11-23.1b.)**

Required with submission of bid (Township's checkmarks) Initial each item submitted with bid (Bidder's initials)

Required with submission of bid (Township's checkmarks) Initial each item submitted with bid (Bidder's initials)

√	A Bid Proposal Form	
√	Bidder's Qualification Sheet	
√	Checklist of required documents signed below	
√	Experience Sheet	
√	A Business Registration Certificate	
√	American with Disabilities	
√	Proof of Insurance	

√	Affirmative Action Requirements	
√	Bidders Personnel	
√	Submission of a Non-Collusion Affidavit (this form must be Notarized)	
√	Resolution of Authorization if Bidder is a Corporation	
√	Certification of Bidder showing that Bidder owns, leases or controls any necessary equipment	
√	Corporate Resolution (if applicable)	
√	Disclosure of Investment Activities in Iran	

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

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

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

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

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Print Name and Title: _____

Date: _____

GENERAL BID SCHEDULE

- Advertisement Date February 17 , 2018
- Pre-Bid Meeting N/A
- Questions from Vendors Cut-off February 21, 2018
- Bid Opening Date March 1, 2018
- Award Date (Estimate) March 19, 2018
- Project Start date (Estimate) April 1, 2018
- Project End date (Estimate) March 31 , 2019

BIDDERS QUALIFICATION STATEMENT

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

2. Have you, your organization, partners or officers 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 highest bidder on a municipal contract? If yes, please explain. (Attach a separate sheet, if necessary.)

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

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

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

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

INFORMATION FOR BIDDER

DEFINED TERMS

Wherever the words defined in the Article or pronouns in place of them are used in the Contract and the Specifications, their intent and meaning shall be interpreted as follows:

As Directed, As Required, Etc.

Wherever in the 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 works of like import, shall mean approved by or acceptable and satisfactory to the contact person for each site.

Bid

The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed.

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 Owner authorizing an addition, deletion or revision of the work, or an adjustment of the contract amount or contract time.

Clerk

The clerk of the governing body if the Owner be a County or Municipality.

Contract

The agreement covering the performance of the work, together with all supplementary documents, including Notice to Contractors, Information for Bidders, Proposal, Executed Contracts, Contract Bond, General Conditions, Specifications including General Specifications are to be treated as one instrument whether or not set forth at length in the form of the contract.

Contract Price

The total moneys 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 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.

Drawings or Plans

Please see attached drawings for this project.

Engineer

Whenever the word Engineer is used in reference to the work or any part thereof in these specifications of the Contract, it shall be understood to apply and refer to the professional engineering representative of the Owner, duly authorized to represent the Owner in the execution of the work covered by the Specifications and Contract. The term "Engineer" or the pronouns used in place thereof shall refer to acting either directly or through assistants under him, limited to the particular duties entrusted to them.

Modification

- (a) a written amendment of the Contract Documents signed by both parties, or (b) a change order, or (c) a written clarification or interpretation issued by the Engineer.

Owner

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

Personal Injury

Shall be interpreted to mean "Bodily Injury" for insurance coverage purposes.

Plans

All drawings or reproductions of drawings, pertaining to the construction of the project.

Project

The design or scheme used and set forth on the plans and to be carried out by the specifications in order to complete the work in a manner satisfactory to the Engineer.

Project Representative

An Authorized representative of the Owner assigned, under the supervision of the Engineer, to the observation of the work.

Proposal

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

Proposal Security

The security designated in the proposal, to be furnished by the Bidder as a guaranty of good faith to enter into a contract with the Owner if the work is awarded to him.

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, and all ditches, channels, waterways, etc., necessary to its correct drainage.

Shop Drawings

All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material, or some portion of work.

Specifications

All of the specifications and modifications thereof 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 contract with the contractor for doing work or for furnishing material, worked to a special design according to the Plans or Specifications of this work, but not including those who merely furnish material not so worked.

Substantial Completion

The date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there be no such certification, the date when final payment is due in accordance with paragraphs herein before.

Surety

The corporate body which is bound with and for the Contractor who is primarily liable and which engages to be responsible for his payment of all debts pertaining to and for his acceptable performance of the work which he has contracted.

Township

The Township of Old Bridge, a Municipal Corporation of the State of New Jersey with principal officials at One Old Bridge Plaza, Old Bridge, New Jersey, being the party of the first part, or any officer or agent duly authorized to act on its behalf.

Work

Any and all obligations, duties and responsibilities necessary to the successful completion of the project under the Contract Documents, including the furnishing of all labor, materials, equipment and other incidentals.

Working Day

A calendar day, exclusive of Saturdays, Sundays, legal holidays, on which, in the sole opinion of the Engineer, 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 BID: Bids will be opened at the time and place specified in the "Notice to Bidders". The Township suggests that all bids be delivered by hand 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 which is included in the bid package. All blank spaces must be filled in. 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 interlineations 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 from the Purchasing Manager.

Bid forms must be completed in ink or typed. The bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.

Bids by corporations must be executed in the corporate name by the president or a vice-president (**or other corporate officer accompanied by 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 by partnerships must be executed in the partnership name and signed by a partner; his/her title must appear under his/her 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 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 witnessed by another person. If the bidder is a corporation, the bid 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 SECURITY: Refer to the Checklist of Required Documents to see if bid security is required for the attached proposal. The amount and type of bid security is stated in the advertisement and Notice to Bidders. The required security must be in the form of a certified check, cashier's check, or surety bid bond of the Bidders, payable to the Township. The amount of the bid security shall be 10% of the total bid, but not more than \$20,000. If the Bid security is in the form of a surety bid bond, said 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 Agreement and has furnished the required contract security within 10 days of the Notice of Award. The Township may annul the Notice of Award and the bid security of that bidder will be forfeited.

Bid Security will be returned to all except the three apparent highest bidders within ten (10) working days after the opening of bids, and to the three highest bidders within three working days after the accepted bidder has executed the contract. If no contract has been executed within sixty (60) days after the opening of bids, the amount of his/her proposal guarantee will be returned upon the demand of any bidder, provided that he/she has not been notified of the acceptance of his/her bid.

PERFORMANCE BONDS: When required as part of the contract documents, the awarded vendor shall within ten (10) days after the award of the contract, obtain, pay for and deliver to the Township of Old Bridge, a performance bond for one hundred percent (100%) of the total contract sum satisfactory to the Township and executed by a surety company licensed to do business in the State of New Jersey. Such a bond shall bear the same date as, or dates subsequent to, the date of the contract. The said 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 make full reimbursement to the Township of Old Bridge for all expenses incurred in making good any default. This bond shall also contain a waiver of notice being 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 Owner in a sum equal to:

1. Fifty percent (50%) of the final adjusted Contract amount if such amount be \$25,000 or less;
2. Thirty percent (30%) of the final adjusted Contract amount if such amount be greater than \$25,000 but less than \$75,000; and
3. Ten percent (10%) of the final adjusted Contract amount If such amount be \$75,000 or more

The Bond and Surety Corporation shall be satisfactory to the Owner and the Bond shall remain in full force and effect for a period of one (1) year from the date of final payment for the work by the Owner and shall provide that the Contractor and the Surety guarantees to replace for the said period of one year from the date of final payment for the work, all work performed and/or all materials furnished that was not performed or were not furnished according to the terms and performance requirements of the Contract Documents, and will make good any defects thereof which become apparent before the expiration of one (1) year.

CONSENT OF SURETY: The consent of surety form shall be returned with the bid proposal if the contract documents require a performance bond. Consent of surety which 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 consent of surety will be rejected.

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

QUESTIONS REGARDING PLANS & SPECIFICATIONS: Should any bidder be in doubt as to the intent of the plans and/or specifications, he should immediately notify the Purchasing Manager 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 Purchasing Manager no later than eight (8) days prior to the bid opening date. Questions received less than eight days prior to the date for opening of bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Before submitting bids, the bidder shall apply in writing to the Purchasing Manager for clarification or interpretation of any conflicting information between two or more statements in the plans and specifications. If such clarification is not requested before bidding, the bidder shall be responsible for doing such work and furnishing such materials as is necessary to comply with whichever interpretation of the plans and specifications the Township may, during construction, judge to be proper.

QUALIFICATIONS OF BIDDERS

To demonstrate his/her qualifications for the project, each Bidder must be prepared to submit within five (5) days of the Township'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/her bid, each Bidder should (a) examine the contract documents thoroughly, (b) visit the sites to familiarize himself/herself with the local conditions that may in any manner affect performance of the work, (c) familiarize himself/herself with Federal, State and Local Laws, Ordinances, Rules and Regulations affecting performance of the work; and (d) carefully correlate his/her observations with the requirements of the contract documents.

Reference is made to the General Requirements (where applicable) of the specifications for the identification of those surveys and investigation reports of subsurface or latent physical conditions at the site or otherwise affecting performance of the work. The Township will make copies of such surveys and reports available to any Bidder requesting them. Before submitting his/her bid, each Bidder will, at his own expense, make such additional surveys and investigations as he may deem necessary to determine his bid price for performance of the work within the terms of the contract documents.

The submission of a bid will constitute an incontrovertible representation of the Bidder that he/she has complied with every requirement of the examination of contract documents and site paragraphs.

WITHDRAWING BID: The Township reserves the right to reject any or all bids and to waive any minor informality in any bid should it be deemed in the best interest of the Township 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 RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, AND WAIVE ANY AND ALL INFORMALITIES, AND THE RIGHT TO DISREGARD ALL NONCONFORMING OR CONDITIONAL BIDS OR COUNTERPROPOSALS.

In evaluating bids, the Township 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 may consider the qualifications and experience of subcontractors and other persons and organizations, including these who are to furnish the principal items of material 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 may conduct such investigations as it deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders, subcontractors and other persons and organizations to do the work in accordance with the contract documents to the Township's satisfaction within the prescribed time. The Township reserves the right to reject the bid of any Bidder who does not pass any such evaluation to the Township's satisfaction.

If a contract is to be awarded, it will be awarded to the highest responsible bidder whose evaluation by the Township indicates to the Township that the award will be in the best interests of the project. The Township reserves the right to award the bid to more than one vendor when it is deemed to be in the best interest of the Township to do so.

If the contract is to be awarded, the Township will give the apparent successful Bidder a Notice of Award within 60 days after the day of the bid opening. Exception to this schedule would be in accordance with N.J.S.A 40A:11-24 which provides that "any bidders who consent thereto may, at the request of the contracting unit, have their bids held for consideration for such longer period as may be agreed". All prospective bidders are advised of this schedule since all proposals must be firm when bid, and must remain so for 60 days or such longer period as the Township and the bidders may agree.

Simultaneously, with delivery of the executed counterparts of the Agreement to the Township, contractor shall deliver to the Township the required contract security.

NOTIFICATION OF AWARD: On passage of a Township Council Resolution awarding the contract, the Legal Department will forward three (3) sets of contract documents to the successful bidder for execution and delivery. Within ten (10) days of the date of the award of the contract, the successful bidder shall return all (3) sets of the contract documents to the Legal Department with a proper performance bond and requisite insurance certificates attached if it is required - refer to Checklist of Required Documents. On receipt of the contract documents duly executed by the bidder, the contract documents will be submitted to the Township Attorney for review and approval.

If approved as to form and execution, the contract documents will then be submitted to the Mayor and Municipal Clerk for execution on behalf of the Township. A fully executed copy will then be returned to the successful bidder

by the Municipal Clerk. No Resolution of Award will become binding on the Township at any time before the contract documents have been executed by the Mayor and Municipal Clerk.

Should any successful bidder, upon being notified, fail to execute a contract with ten (10) days of such notification with the Township of Old Bridge, the Township will be free to award the contract to another bidder, and the Township shall have the right to proceed against the guaranty accompanying the bid.

EQUAL OR TIE BIDS: The Township of Old Bridge reserves the right to award, in its discretion, to any of the tie bidders which serves the best interest of the Township 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.

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 and accompanied by the Bid Security and other required documents.

MODIFICATION AND WITHDRAWAL OF BIDS: Bids may be modified or withdrawn by appropriate document duly executed (in the 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 has entered into a contract with the successful low bidder, or a period not to exceed sixty (60) days after the day of the bid opening. The Township, in its sole discretion, may release any bid and return the Bid Security prior to that date.

Bid Security in the form of certified or cashier's checks will be returned to all, except the three apparent highest bidders within ten working days after the opening of bids, and to the three highest bidders, within three working days after the accepted bidder has executed the contract. If no contract has been executed within sixty (60) days after the opening of bids, the amount of his/her proposal guarantee will be returned upon the demand of any bidder, provided that he/she has not been notified of the acceptance of his/her bid.

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

The Contractor must certify, with a return receipt, the date they submitted a purchase voucher to the Township Finance Department. If the voucher is hand delivered by the Contractor, it must be left at the Finance Department only and the Contractor must receive a written sign-off from the Township employee accepting same.

Since these bills require Council approval to authorize payment, the timeline is delayed so that the bills may be reviewed at a public meeting within the twenty (20) calendar days after the purchase voucher submission.

If the purchase voucher or invoice is *approved* at the meeting, the bill must be paid within the payment cycle following the meeting. If a local unit fails to make timely payments, and does not notify the contractor in writing of the amount withheld and the reason, it will be subject to the provisions of NJSA 2A:30A-1 et seq.

If the work is *not approved and certified*, the contractor must be promptly given a written statement of the amount withheld and the reason. Failure of the Township to make a timely payment or provide a written reason for withholding payment will subject it to the provisions of NJSA 2A:30A-1 et seq.

If a dispute arises between the parties regarding bill payment, said dispute shall be submitted to some form of alternate dispute resolution.

PAYMENT SCHEDULE:

All Public Meetings in 2018 as Advertised

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

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

AMERICAN GOODS; During the performance of this contract, the contractor agrees to comply with the provisions of N.J.S.A. 40:11-18.

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

- * Notice to Bidders
- * Information for Bidders
- * Specifications
- * Proposal
- * All Addenda issued by the Township prior to the receipt of bids

All of the above, taken as a whole, shall constitute the Contract Documents. Any work exhibited in the one and not the other shall be executed just as if it had been set forth in both, in order that the work shall be completed in every respect according to the complete design as decided and determined by the Township.

INSURANCE - The Contractor will not be allowed to begin work under this contract until he has all insurance required under the contract documents and the insurance has been approved by the Township. 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. The Contractor shall furnish the Township with satisfactory proof of carriage of the insurance required by submitting the original insurance policies and endorsement or properly executed conformed copies. Each insurance policy and endorsement shall contain undertaking by the insurance carrier not to cancel the policy except upon thirty (30) days notice to the Township. The policies and endorsements shall be specifically referred to the Township as an insured party of this contract and shall state that the insurance as provided conforms to the requirements of these contract documents. All insurance required by this contract shall be placed with responsible insurance companies authorized to do business in the State of New Jersey which are satisfactory to the Township.

“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.

ERRORS IN PRICE CALCULATION - Any discrepancy between a numerical price and a price written in words shall be resolved in favor of the price as written in words.

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. Contracts shall begin with formal date of award.

AVAILABILITY OF FUNDS - The Township's obligation hereunder is contingent upon the availability of appropriated funds from which payments for contract purposes can be made. No legal liability on the part of the Township for payment of any money shall arise unless and until funds are made available each year.

TRANSITIONAL PERIOD - In the event the services are terminated either by the contract expiration or by termination by the Township of Old Bridge, it shall be incumbent upon the contractor to continue the service until new services can be completely operational. At no time shall this service extend more than 90 days beyond the expiration date of the existing contract. Vendor will be reimbursed for this service at the prior contract rate.

PROCEDURAL REQUIREMENTS AND AMENDMENTS - Should the contractor find at any time that existing conditions make modification in requirements desirable, he shall promptly report such matters for consideration and decision.

There may be a meeting with the successful contractor and the prior to the start of the contract. At this time the contractor will be required to submit a plan of operation to the using agency.

By submitting a proposal, the bidder covenants and agrees that he has satisfied himself from his own investigation of the conditions to be met, that he not make any claim for, or have right to cancellation or relief because of any misunderstanding or lack of information.

CONTRACTOR'S REQUIREMENTS FOR REGISTRATION – As stipulated by P.L.1999, c.238. no contractor/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 (C.34:11-56.26), unless the contractor/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 of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

N.J.S.A. 52:32-44/P.L. 2009 c.315 requires that each bidder (contractor) submit proof of business registration prior to award of contract. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/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 this contract:

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

1 et seq.) on all sales of tangible personal property delivered into this State.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001,c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977,c.110(C.5:12-92),or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with contracting agency.

PREVAILING WAGE ACT (WHEN APPLICABLE) – Pursuant to NJSA 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. Such certified payroll record must be submitted within ten (10) days of the payment of wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in NJAC 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.

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 they execute the said proposal with full authority to do so; that said Bidder has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ 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

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

Subscribed and sworn to _____

Before me this _____ day _____

Of _____ 20 _____

(Also type or print name of affiant under signature)

NOTARY PUBLIC OF

My Commission Expires _____

**STATEMENT OF OWNERSHIP
(OWNERSHIP DISCLOSURE CERTIFICATION)**
N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This Statement Shall Be Included with
All Bid and Proposal Submissions**

Name of Business: _____

Address of Business: _____

Name of person completing this form: _____

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

Part I

Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- Partnership Limited Partnership Limited Liability Partnership
- Limited Liability Company
- For-profit Corporation (including Subchapters C and S or Professional Corporation)
- Other (be specific): _____

Part II

I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

OR

I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

Sign and notarize the form below, and, if necessary, complete the list below.

(Please attach additional sheets if more space is needed):

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:

“To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.”

Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

AND

Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

Subscribed and sworn before me this ____ day of _____, 2_____. _____ (Affiant)

(Notary Public)

My Commission expires:

(Print name of affiant and title if applicable)
(Corporate Seal if a Corporation)

Check Box 5

AFFIRMATIVE ACTION CERTIFICATION

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. (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 Purchasing Agent:

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 (good for one year from the date of letter).
OR
2. A photocopy of their approved Certificate of Employee Information Report.
OR
3. An Affirmative Action Employee Information Report (Form AA302)
OR
4. All successful construction contractors must submit within three 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 N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27.

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 N.J.S.A. 10:5-31 et seq (P.L.1975,c.127) and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____

SIGNATURE: _____

TITLE: _____

Note: a contractor's bid must be rejected as non-responsive if a contractor fails to comply with Requirements of N.J.S.A. 10:5-31 et seq, within the time frame.

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

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

EXHIBIT A (Cont)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

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

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

Signature

Date

Name and Title of Signer (Please Print or Type)

IMPORTANT: This form must be completed by Bidder.

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities

The Contractor and the Township of Old Bridge do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit or service on behalf of the Township pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the Township in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect and save harmless the Township, 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 grievance procedure, the Contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township or if the Township incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

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

Signature

Date

SITE VISITATION STATEMENT

I, _____

Of _____

the Bidder making Bid for Contract #2018-xx: _____ certify 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 _____, 2018.

(Seal)

My Commission Expires On: _____

IMPORTANT: This form must be completed by Bidder if required

ACKNOWLEDGMENT OF REVISIONS OR ADDENDA

OLD BRIDGE TREE PLANTING SERVICES

(Name of Project)

2018-xx

(Project or Bid Number)

Pursuant to N.J.S.A. 40A:11-23.1a, 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 addenda and or revisions. They are as follows:

Local Unit Reference Number or Title of Addendum/Revision	How Received (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: _____

EXPERIENCE STATEMENT SHALL BE ATTACHED FOR EACH OF THE ABOVE SUBCONTRACTORS. All prime subcontractors must be listed above. Prior to award of contract, the successful contractor must provide to the Township 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

BIDDERS PERSONNEL

NOTE: Give the names of all officers of corporation

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

NOTE: List name and relations to any Township of Old Bridge Employee, Board Member or Council.

BID SECURITY

This proposal is accompanied by bid security in accordance with the conditions stated in the Invitation to Bid.

The bid security in the form of:

- A. Surety Bid Bond _____
- B. Certified/Treasurer's Check _____
- C. Cashiers Check _____

The amount of _____ (\$ _____) payable to the Township of Old Bridge

The Bidder hereby agrees that if this proposal shall be accepted by the Township, and the Bidder shall fail 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 shall be null and void and the security accompanying the proposal shall be forfeited to, and retained by, the Township, as liquidated damages for such failure or neglect, and to indemnify the Township for any loss which may be sustained by failure of the Bidder to execute the contract and furnish documents as aforesaid. Nothing in the specifications and contract documents shall prevent the Township from recovering actual damages over and above the sum of the forfeited bid security.

In compliance with the laws of the State the Bidder is:

- An Individual _____
- A Partnership _____

of _____ having principal offices at _____

CONSENT OF SURETY

In consideration of the premises, and of one dollar to it in hand paid by the Bidder, the receipt whereof is hereby acknowledged, the undersigned consents and agrees that if the contract, for which the preceding estimate and proposal is made, be awarded to the corporation, person or persons making the 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 the Township, and if said corporation, person or persons shall omit or refuse to execute said contract if so awarded, it will pay, on demand, to the said Township any difference(s) between the sum bid by said corporation, person or persons and the sum which the said Township may be obliged to pay the corporation, person or persons to whom the contract may be awarded; the amount in each case 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, this

_____ Day of _____ 2018.

ATTEST:

BY _____

_____ (SEAL)

Surety

ATTEST:

BY _____

Title

EXPERIENCE/JOB SHEET

NOTE: The bidder is required to submit below detailed evidence that he/she is a competent organization which 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 Township (other organization)

BIDDER

BY

TITLE

CERTIFICATE OF EQUIPMENT

_____ (Name of Bidder) hereby certifies that the Bidder(s) is or are the owner or lessee of the equipment necessary for the execution of this contract, and further certify that the Bidder(s) is or are fully prepared with the necessary capital, material and machinery to conduct this 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

RESOLVED that _____ be 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 Contract 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 _____ 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____

**TOWNSHIP OF OLD BRIDGE
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
PART 1: CERTIFICATION**

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK EITHER BOX WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK EITHER BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed above nor any of the entity's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification**

OR

I am unable to certify as above because I or the bidding entity and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. **I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES

Name: _____

Relationship to Bidder/Vendor: _____

Description of Activities:

Duration of Engagement: _____ Anticipated Cessation Date _____

Bidder/Vendor: _____

Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that the Township of Old Bridge is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of contracts with the Township of Old Bridge to notify the Township of Old Bridge in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreements(s) with the Township of Old Bridge and that the Township of Old Bridge at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

Bidder/Vendor: _____

DEBARRED, SUSPENDED and DISQUALIFIED BIDDER AFFIDAVIT

STATE OF NEW JERSEY)
)
COUNTY OF)

I, _____ of the Township 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 above named work, and that I executed the said proposal
with full authority to do so; that said bidder at the time of making this bid, {as applicable, insert "is" or "is
not"} included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified
Bidders; and that all statements contained in said proposal and in this affidavit are true and correct, and made
with the full knowledge that _____ as Local Unit 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 work The undersigned further warrants that should the name of the firm making this bid
appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at any time prior to,
and during the life of the contract, including the Guarantee Period, that the Local Unit shall be immediately
so notified by the signatory of this Eligibility 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 Department of
Environmental Protection 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

Subscribed and Sworn
Before me this _____ day
Of _____, 20____

Notary Public of

My commission expires _____, 20____

Signed: _____
By: _____
Signature of Officer or Individual

If BIDDER is:

An Individual

By _____
(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 venturer 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)

NO DEVIATIONS AND/OR EXCEPTIONS

Any and all deviations or exceptions from the specifications may be rejected; delivery shall be in conformance to the specified requirements contained herein.

The Township 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 Township reserves the right to waive informalities as the Township may deem to be in its best interest.

Signed: _____

By: _____
Signature of Bidder (Officer or Individual)

Firm: _____

Address: _____

Date: _____

BIDDERS PROPOSAL

BID FORM: **OLD BRIDGE TREE PLANTING SERVICES**
 (General Contract)

TO: TOWNSHIP OF OLD BRIDGE
 (Township)

BID NUMBER: 2018-xx

The Undersigned, as Bidder, declares that the only person or parties interested in this proposal as principal or principals is or are named herein, that this proposal is made without connection with any person or persons making a proposal for the same purpose; that no officer, employee or agent of the Township is 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;

That this proposal is in all respects fair and without collusion or fraud;

That he/she or his/her representative has carefully examined the site of the work, the Information for Bidders, the General Conditions, the Form of Contract and the Specifications.

And that he/she proposes and agrees that if this proposal is accepted he/she will contract with the Township, in the form of the contract annexed hereto, to provide all machinery, tools and labor equipment and so all the work specified and in accordance with the requirements of the Township, and that he/she will take in full payment for each item thereof the following prices to wit:

THIS BID IS SUBMITTED TO:

Township of Old Bridge
One Old Bridge Plaza
Old Bridge, NJ 08857

Attn: Stella Ward, Municipal Clerk

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to enter into an agreement with the TOWNSHIP in the form included in the contract documents to 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. 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 Bid Security. This bid will remain subject to acceptance for sixty days after the day of bid opening.

BIDDER will sign and submit the agreement with the bonds and other documents required by the bidding requirements within ten days after the date of Township's Notice of Award.

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

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

Date	Number
_____	_____
_____	_____

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

c. 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 in said paragraph of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.

d. 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) which pertain to the subsurface or physical conditions at the site or 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, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

e. 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. BIDDER has given the TOWNSHIP written notice of all conflicts, errors or discrepancies that it has discovered in the contract documents and the written resolution thereof by the TOWNSHIP is acceptable to 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; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantages over any other Bidder or over the TOWNSHIP.

h. BIDDER has evaluated the requirements of the following items and included all costs and other factors related to same in his bid:

ITEM

- [1] Township's protective insurance policy
- [2] Township's named as co-insured parties on 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 amended and supplemented.
 - j. If awarded the contract, the undersigned BIDDER agrees to comply with "The Prevailing Wage Act", P.L. 1963, c.150, as amended and supplemented.
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. Acknowledgement of Addenda and/or Revisions
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
 - l. Business Registration Certificate
 - m. Disclosure of Investment Activities in Iran

SPECIFICATIONS
THE FOLLOWING GENERAL REQUIREMENTS
SHALL APPLY TO ALL LOCATIONS

PERIOD OF CONTRACT

After receipt by him of the acceptance of his proposal, the Contractor shall complete the performance of the entire work within the time specified as follows:

12 Months

At the end of the contract, the Township reserves the right to extend the contract for an additional twelve (12) months at the same rate as the initial contract.

INSURANCE/BACKGROUND CHECKS

The contractor is responsible to conduct adequate background checks on all employees and/or subcontractors working at Township facilities. Contractors and/or subcontractors must be bonded, show proof of insurance coverage naming the Township as an additional insured, and 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.

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 PURCHASING DEPARTMENT.

PENALTIES

In the event of a default in performance by the contractor, the Township 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 the contractor shall be liable for, the Township may deduct from any amount then due to the contractor, liquidated damages in the amount of \$200.00 per day for each failure on the part of the contractor to perform any of the "terms and conditions" 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 this contract, it has ascertained the risk of non-performance under this paragraph to the same extent as if the contractor and the Township had negotiated the amount of liquidated damages at arm's length.

The election of the Township to refrain from assessing liquidated damages for any failure of the contractor shall not constitute a waiver on the part of the Township 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 to become due to the contractor, the contractor shall pay the balance to the Township. Nothing herein shall prohibit the Township 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.

HOLD HARMLESS AGREEMENT

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, indemnify, defend and save harmless the Township, its officers, agents and servants, and each and every one of them, against and from all suits and costs of every description including but not limited to costs of legal and any claims under the Prevailing Wage Rate laws, the Americans With Disabilities Act, and from all damages which the Township or any of its officers, agents and servants may be put, by reason of injury to the person or property of others resulting from the carelessness in the performance of the work, or through any improper or defective machinery, implements or appliances used by the Contractor in the work, or through any act or omission on the part of the Contractor or his agent or agents.

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 a certified copy of the policies and/or certificates of insurance satisfactory to the municipality prior to commencement of work. Contractor must maintain Workers' Compensation insurance in accordance with laws of the State of New Jersey. The contractor shall also have and maintain Employers Liability Insurance. Commercial General Liability insurance coverage, written on an occurrence basis, and must not be altered by any endorsements limiting coverage. Limits of liability shall not be less than the \$2,000,000. Municipality must be named as an additional insured.

EQUIPMENT MAINTENANCE

The Contractor is responsible for the maintenance of its equipment at all times and this equipment must be in proper working order at all times. If for any reason the contractor cannot perform assigned work because of improperly working equipment, this shall constitute an event of default and, the Township shall have the right, in its discretion, to terminate the contract, and engage other contractors to complete the work of the contract.

CONTACT PERSON

Contractor shall identify in writing Contact Person and Emergency Contact Person who will be point person for all communications and/or requests.

INVITATION TO BID

TOWNSHIP OF OLD BRIDGE SHADE TREE COMMISSION PLANTING PROCEDURES

The Township of Old Bridge is soliciting prices for the planting of trees for the Shade Tree Commission. The Bidder shall be able to satisfactorily complete the work listed on specifications.

- Contractors shall visit the work site upon receipt of location list after award, so as to familiarize themselves with existing conditions, i.e., existing soil, drainage, topography, buildings, towers, poles and overhead and underground power lines and conduits.
- If, during inspection, a contractor finds any condition at variance with the plan or specifications, they shall notify the Shade Tree Commission.
- Consultation: It is the responsibility of the contractor to notify and consult with Old Bridge Township Shade Tree Commission representative prior to installation of any planting, for the purpose of comprehension of specifications, plant material, planting details and planting schedule.

Selection of Plant Material

All plant material shall be inspected by Old Bridge Township Shade Tree Commission.

Soil

Topsoil used in planting pits and for backfilling for trees and shrubs shall be fertile agricultural soil, capable of sustaining vigorous plant growth and shall have a ph of five point five (5.5) to six point five (6.5). It shall have uniform composition, be free from large stones, wood and other foreign objects and shall not contain substance toxic to plant growth. Planting pit and backfilling material shall not be used unless it meets this requirement. Poor or sandy soils may be used if supplemented by a minimum of fifty percent (50%) by volume of peat moss.

Soil Amendments

A backfill soil amendment is required to be added to each tree's planting pit throughout the entire project.

Soil amendment specifications:

- A. Granular form or tablets:
 - 1) Bio-stimulants
 - 2) Organic matter
 - 3) Hydrogel type
 - 4) Ectomycorrhizal fungi

- 5) Endomycorrhizal fungi
- 6) The approved soil amendment formula (granular or tab) will be layered into planting pit soil backfill at 1/3 to 1/2 the depth of the root ball. The manufacturers label description of the soil amendment and hydrogel must be included with the bid package for review and approval. Deviations from the mandated soil amendment specifications noted above in Soil amendment A through five will be cause for bid rejection.

Planting Season

Planting shall normally be undertaken when the soil is free of frost and friable, unless otherwise specified. (Usually March 20th - May 31st for trees that must be Spring planted and September 21st ~ December 20th for trees that can be Fall planted.) No planting shall be done during abnormally hot weather. The time of planting however, shall be agreed upon at the conference between the Old Bridge Township Shade Tree Commission and the contractor, and a specific schedule shall be set up.

Placement

Trees shall be planted on Township Right of Way unless otherwise specified by the Township Shade Tree Commission.

Staking

Deciduous trees and all evergreens over (6) feet tall shall be staked according to current Nursery and Arboricultural standards and used in the following manner.

- A. Two (2) stakes shall be driven a minimum of two (2) feet into the soil and outside the planting pit if possible
- B. Stakes, when driven, must be one-half (1/2) to two-thirds (2/3) the height of the tree measured from ground level.
- C. Stakes shall be a minimum of two (2) inches in diameter at the thick end, two-by-two hardwood or cedar posts.
- D. Stakes shall be placed in line with the prevailing winds when possible.
- E. Stakes shall be attached to the tree with any of the commercially available material designed specifically for trees such as Arbor-Tie or plastic tree chain.

Planting

- A. The diameter of all planting pits shall be at least one and two-thirds (1 2/3) larger than the ball diameter. In areas of poor soil or where trees are placed between sidewalk and curb the planting pit is to be four (4) times greater than the ball diameter. Topsoil meeting the requirements of the section labeled (soil) shall be provided at a minimum depth of six (6) inches below the ball or root system. The pit for bare root trees and shrubs must be at least six (6) inches deeper than existing roots and twelve (12) inches wider.
- B. Plants shall be planted at exactly the same depth as previously grown by exposing the original root flare. All soil in the planting pits shall be firmed and watered to prevent air pockets and settling.
- C. After balled and burlapped/container plants are set at the proper level in the holes all cord, burlap and plastic containers shall be removed from the trunk and removed from the base. For drum-laced plants retie the ball by tightening the top cinch cord. All plants shall be backfilled with topsoil, which meets the requirements of the section, labeled (Soil). All plants shall be thoroughly watered in at the time of planting to prevent air pockets and settling.
- D. All nylon, burlap, wire, string, and containers shall be entirely removed at the time of planting.

MULCH

- A. A three (3) inch minimum layer of organic mulch shall be applied around each individual tree, except next to the trunk where no mulch is to be placed. The shape of the mulch mound must be saucer-shaped with the concave depression located nearest the trunk.
- 2) A “mulch” shall be considered any material, organic in nature, composted, that is not readily subject to movement by wind or water.
- 3) Wood chips, partially decayed or nitrogen enriched, may be used. New chips are not acceptable due to the nitrogen depletion by bacteria from the soil preventing use of nitrogen by the plant.

Watering

At the time of planting, the soil around each tree shall be thoroughly saturated with at least twenty (20) gallons of water. Water shall be free from oil, have a pH not less than 6.0 nor greater than 8.0 and shall be free from impurities injurious to vegetation. Water will be added at each third of backfill to insure that no air pockets remain. Water shall not be applied in a manner that damages plants, plant saucers, stakes or adjacent areas. Each plant saucer shall be carefully filled with water in a manner that does not erode the soil or the plant saucer. Watering shall not cause uprooting or exposure of plant’s roots to the air. Damages resulting from these operations shall be immediately repaired at the Contractor’s expense.

Watering shall take place throughout the guarantee period at least 2 times at 2 week intervals after the initial planting and watering. Additional watering will be at the contractors discretion for all trees under this contract and provide at least 10 gallons to each tree at intervals of two weeks from time of planting up to first frost in the fall and as deemed necessary by contractor to protect the trees through the guaranteed period.

Gator Bags: Fill the bag to capacity and must be properly functioning. Gator bags shall be removed at the end of growing season.

Old Bridge Township Tree Planting List 2018

Shade Trees – Deciduous

This category includes Maple, Oak, Ash, Elm, Zelkova, Birch, Honeylocust, Sweet Gum, Pear and similarly planted Shade Trees. The species may include, but is not limited to the following:

Kentucky Coffeetree	Gymnocladus dioicus
Ginkgo	Ginkgo biloba
Bald Cypress	Taxodium distichum
Sweet Gum	Liquidambar styraciflua
Redmond American Linden	Tilia americana 'Redmond'
European Beech	Fagus sylvatica
Fastigiata European Hornbeam	Carpinus betulus 'Fastigiata'
London Planetree	Plantanus acerifolia
Honeylocust	Gleditsia triacanthos inermis
Weeping Willow	Salix babylonica
Amur Maple	Acer ginnala
Norway Maple	Acer platanoides "Crimson"
Sycamore Maple	Acer pseudoplatanus
Sugar Maple	Acer saccharum
Red Maple	Acer rubra
Hedge Maple	Acer campestre
Double Flowering Horsechestnut	Aesculus hippocastanum 'Baumannii'
Fort McNair Ruby Horsechestnut	Aesculus x carnea 'Fort McNair'
Princeton American Elm	Ulmus americana 'Princeton'
Himalayan White Birch	Betula jacquemontii
Swamp White Oak	Quercus bicolor
Columnar English Oak	Quercus robur 'Fastigiata'
Northern Red Oak	Quercus rubra
Willow Oak	Quercus phellos
Scarlet Oak	Quercus coccinea
Pin Oak	Quercus palustris
Schumard Oak	Quercus schumardii
Sawtooth Oak	Quercus acutissima
Japanese Zelkova	Zelkova serrata 'Village Green'
American Hornbeam	Carpinus carolina
Lacebark Elm	Ulmus parvifolia
Yellowwood	Cladrastis lutea
Dawn Redwood	Metasequoia glytostroboides
Goldenraintree	Koelreuteria paniculata
Washington American Elm	Ulmus americana 'Washington'
Japanese Scholar Tree	Sophora japonica
Littleleaf Linden	Tilia cordata
Black Gum	Nyssa sylvatica
European Purple-leafed Beech	Fagus sylvatica 'Atropunicea'
Magnifica Hackberry	Celtis x occidentalis 'Magnifica'
Callery Pear	Pyrus calleryana
Carolina silverbell	Halesia Carolina

Ornamental Trees

This category includes most fruit trees including Crabapple and Cherry cultivars, and small flowering trees such as Dogwood, Redbud, Magnolia and tree-form Holly cultivars. This species typically planted include, but is not limited to the following:

Snowdrift Crabapple	Malus 'snowdrift'
Sourwood	Oxydendron arboretum
White Flowering Dogwood	Cornus florida
Pink Flowering Dogwood	Cornus florida rubra
Ivory Silk Tree Lilac	Syringa reticulata 'Ivory Silk'
Korean Stewartia	Stewartia koreana
White Flowered Eastern Redbud	Cercis canadensis 'Alba'
Eastern Redbud	Cercis canadensis
Newport Flowering Plum	Prunus 'Newport'
Purpleleaf Sand Cherry	Prunus x cistena
Columnar Siberian Crabapple	Malus baccata 'Columnaris'
Harvest Gold Crabapple	Malus 'Hargozam'
Oriental Cherry	Prunus serrulata
Sargent Cherry	Prunus sargentii
Columnar Cherry	Prunus sargentii columnaris
Canadian cherry	Prunus virginiana

Evergreen Trees

This category includes most coniferous trees within the Arborvitae, Pine, Spruce, Fir, Hemlock and False Cypress genera. This species typically planted include, but is not limited to the following:

Eastern White pine	Pinus strobus
American Holly	Ilex opaca
Norway Spruce	Picea abies
Serbian Spruce	Picea omorika
Colorado Spruce	Picea pungens
American Arborvitae	Thuja occidentalis
Douglas Fir	Pseudotsuga menziesii
Eastern Hemlock	Tsuga canadensis
Leyland Cypress	Cupressocyparis leylandii
Cryptomeria	Cryptomeria japonica

Multiple Stem Trees and Shrubs

This category includes those species that are typically marketed as multiple-stemmed large shrubs or trees, including but not limited to Serviceberry, Magnolia, Silverbell, and Birch. This species typically planted include, but is not limited to the following multiple-stemmed plants:

Carolina Silverbell	Halesia carolina
Downy Serviceberry	Amelanchier Canadensis
Cumulus Serviceberry	Amelanchier x grandiflora 'Cumulus'
Robin Hill Pink Serviceberry	Amelanchier x grandiflora 'Robin Hill'
Sweetbay Magnolia	Magnolia virginiana
White Fringetree	Chionanthus virginicus
River birch	Betula nigra

Actual number of species of trees needed will be determined at the time of planting. The Township reserves the right to award to more than one vendor.

Specifications for the Planting of Shade Trees

Scope

These requirements include the furnishing of all materials, equipment and labor necessary for the preparation of planting areas, soil treatment, tree planting and related items required to complete the work indicated below, and under **Old Bridge Township Tree Planting Services, Proposal Form**

Materials

A. Topsoil to be furnished

All topsoil for planting shall be furnished by the contractor. Topsoil shall be a naturally fertile, friable soil possessing characteristics that are representative of a productive soil found in the vicinity. It shall be obtained from naturally well-drained areas. It shall not contain subsoil. It shall be clean and reasonably free from stones, rocks, roots, lumps of clay or similar substances two inches or more in diameter. It shall not be excessively acidic or alkaline, nor shall it contain toxic substances harmful to the plants, the public or the environment. The soil shall contain no less than 6% organic matter and a pH range of 5.0 to 7.0.

B. Peat Moss

Peat moss shall be shredded brown organic material, with an acidic reaction of 4.0 - 5.0 pH, a water holding capacity of 1100 – 2000 percent and free of mineral matter harmful to plant life and low in residual woody material.

C. Watering

The contractor shall be responsible for furnishing all water required for the work including hoses, nozzles, containers and other equipment necessary to adequately irrigate the plants. The water shall be free from agents harmful to plant life or the public.

D. Staking and Wrapping

1. A minimum of 2 wooden stakes, 1 ½ inches x 1 ½ inches x 6 feet will be required to support each tree.
2. The supporting material may be either a medium weight poly chain lock strap or an Arbortie strap.

E. Plant Material

1. A general species list is attached.
2. A specific plant list with site locations will be provided prior to the planting season. Each location must be accompanied with a completed "Opt-in" Form that will be provided by the Forester.
3. Species identification is provided using the Standardized Plant Names, 1942, published by the American Joint Committee on Horticultural Nomenclature as a reference. In some instance, a generally recognized nursery trade name is provided to avoid confusion.
4. All trees shall display characteristic form, which is representative of the species; and shall be sound, healthy, vigorous and free from insect pests, disease and mechanical damage. Tree will be measured utilizing the American Standard for Nursery Stock, ANSI Z60.1-2004. All trees will be B & B or container stock with a sound, well-formed root system, which adheres to the "Standard" for size, depth and form.

F. Mulch

The mulch will consist of shredded bark or wood chips. The material must not contain any debris or substances that may be harmful to the public or environment. The wood chips or shredded bark must **not** be obtained from any location identified as containing any pathogenic agents, i.e. Asian Longhorned Beetle, Oak Wilt, etc.

Tests and Inspections

A. Notices of Source

Within ten days following the acceptance of the bid, the Township Shade Tree Commission shall be notified of the source of all required materials for purposes of testing and/or inspection.

B. Topsoil

Prior to the delivery of any topsoil to the jobsite, an inspection shall be conducted by the Shade Tree Commission representative to view the soil removal site and to determine whether it meets all specified requirements. During the inspections, the contractor may be required to collect representative samples from several locations within the removal site for testing. The soil testing will be conducted by a State or commercial soil testing laboratory that utilizes methods approved by the Association of Agricultural Chemists or the State Agricultural Extension Service. The soil delivery will begin only after the results have been approved by the Commission's representative.

C. Mulch

Commercially processed and bagged mulch may be delivered directly to a designated staging area within the Township. All other mulch or woodchips must be inspected and approved by the Township Shade Tree Commission representative prior to entering the Township or delivery into a Township staging area. The contractor may be requested to provide documentation describing the products and its origins.

D. Plants

The contractor shall be responsible for all certificates of inspection that may be required to demonstrate the trees are true to name, disease free and do not originate from any quarantined areas. A representative of the Shade Tree Commission will inspect the trees prior to planting to assess quality, size, species and condition. The Commission's representative has the right to reject any tree for failure to meet the requirements during the progress of work.

Specifications and Standards

A. Planting Period

Planting operations shall be conducted under favorable weather and soil conditions from September 1 until November 30, and March 1 until June 30. At the option and at full responsibility of the contractor planting operations may be continued under unseasonable conditions without additional compensation.

B. Pruning

All street trees must be pruned by the nursery to a limb-free height of 7 feet with the exception of the Malus and Prunus species and other trees expressly designated by the Shade Tree Commission representative. No on-site pruning

will be done by the landscape contractor. Due care must be taken to prevent damage to the trees during the course of transporting, handling and planting.

C. Obstructions and Utilities

1. Prior to planting, the contractor shall be solely responsible for insuring that the utility services are identified and marked. **New Jersey One Call, 800 272 1000**
2. The contractor will be responsible for all repairs to utilities, and irrigation systems.
3. Planting is not conducted where the depth of the soil is insufficient over underground obstructions, rocks or construction to accommodate the roots or where rock formations or other impervious soil will require drainage. Where such conditions are found to exist, and the obstructions cannot be broken or removed to allow for the preparation of an adequate planting site, the Shade Tree Commission representative will select an alternate planting site.
4. The relocation of planting sites and other changes must be approved by the Shade Tree Commission representative.

D. Planting

1. All trees will be planted within the public right of way which may include; the space between the sidewalk and curb, an identified planting easement or as indicated by the Shade Tree Commission representative.
2. Planting pits shall be dug and the planting soil prepared before the trees delivered. If the native soil is unsuitable; a mixture of ½ part native soil and ½ part topsoil with amendments will be prepared and utilized as the planting medium. The contractor will dispose of the original native soil in a suitable location.
3. Circular pits with vertical sides will be prepared for all trees. The pits shall provide at least one foot clearance on all sides of the rootball. The pit will be excavated with a flat bottom to support the rootball in a stable and upright position. The pit will be deep enough to support the rootball in such a manner that the roots are positioned with the ground level equal to the original growing level in the nursery.
4. Open planting pits will not be left unattended; under no condition will the pits be left open during the hours of darkness.
5. Trees will be centered in the planting pits, set straight and plumb and placed at the proper depth. The planting soil will be mixed with approximately 25% by volume of peat moss and placed in the planting pit. The planting soil mixture will be carefully compacted to avoid air pockets and prevent damage to the roots. When the planting pit is 75% filled with the planting mixture, water shall be added to fill the remaining portion of the planting pit. After the water has drained away, the hole shall be finished to final grade. Form a shallow saucer around the tree by placing a ridge of planting soil along the edge of the planting pit.
6. All burlap, plastic, cord and/or twine will be removed from the top of the rootball, trunk and root crown of the tree. The sides of all wire baskets must be cut. After a tree has been stabilized in the planting pit, the top half of the wire basket must be completely removed from the tree. This wire will be removed from the site and properly disposed of by the contractor.
7. The tree shall be supported immediately after planting with 2 wooden stakes place outside the planting pit and parallel with the adjacent roadway. The stakes shall be driven into the soil to a depth that will provide adequate support for the tree. The supports, plastic chainlink or Arbortie will be secured to the tree and the stakes in a suitable location at least 4 ½ feet above the ground.

8. The tree will be mulched with an approved commercial mulch. The mulch will be spread evenly around the tree to a diameter of 4 feet. It will be applied to a depth of 4 inches and must not be piled against the trunk. The mulch will be kept off sidewalks, curbs and the roadways.

E. Clean Up

Any soil or similar material which has been brought onto paved areas by handling or transporting materials or other aspects of the landscape operations shall be removed promptly, keeping these areas clean at all times. Upon completion of the planting, all excess soil, stones and debris that have not been previously removed, or cleaned up, shall be removed and disposed of by the contractor

F. Inspections and Acceptance

1. All trees will be inspected immediately prior to planting. If any tree is planted prior to inspection and found to be unsatisfactory by the Shade Tree Commission representative, shall be removed and replaced with acceptable materials at no additional cost to the Township.

2. At the conclusion of the planting period, the Shade Tree Commission representative will determine completion of contract work, exclusive of any possible replacement of trees. The contractor, by written request submitted 10 days prior to the completion of work, may request a final inspection on any finished work.

3. This work may be accepted in part by the Shade Tree Commission representative, upon written application by the contractor, provided that the completed work represents a substantial portion of the project and is entirely completed, exclusive of the possible replacement of trees located within the scope of the completed worked

4. After the inspection, the contractor will be notified in writing regarding acceptance of all work by the Shade Tree Commission representative. This notification will be exclusive of any possible replacement trees subject to guarantee period and any unfinished work. All unfinished work will be subject to reinspection before acceptance.

Tree Guarantee and Replacement

A. Guarantee

The contractor is expected to make every effort to insure that the trees remain alive, including watering during the times of insufficient rainfall. The trees shall be guaranteed for a one year period from the date of acceptance by the Shade Tree Commission representative. After the one year period, all trees must be in a healthy growing condition, free from serious defect, with a substantially complete living crown. Any tree or trees which do not meet these criteria will be determined to be unacceptable.

B. Replacement

1. At the end of the guarantee period, the Shade Tree Commission representative upon written request by the contractor will make an inspection. Any tree required under this contract which is deemed to be in unacceptable health and growing condition or dead shall be removed from the site. These trees and any missing trees deemed to be due to negligence of the contractor shall be replaced as soon as conditions permit and within a specified planting season.

2. These replacement trees shall be planted, staked and mulched according to the original planting specifications and will carry a full replacement one year guarantee.
3. The replacement trees will be of identical size and species as the original tree.
4. In case of any questions regarding the health and condition of any rejected tree, the contractor may elect to allow the tree to remain through another growing season. After this period, if the rejected tree is found to be in unsatisfactory condition or dead, the contractor will be expected to replace the tree with a tree which now matches the current caliper size of the adjacent healthy trees planted under the original contract work.
5. During the guarantee period, the contractor is obligated to remove any of the dead trees within three days after notification by the Shade Tree Commission representative. Failure to do so will result in the tree being removed at the contractor's expense.

Old Bridge Township Tree Planting Services

BID PRICING:

SHADE TREES:

Per List * Included in Specifications	Size B&B	Estimated Qty	Price per Tree	Total Bid
Shade Trees	2" – 2½"	10	\$	\$

Unit Price In Words				
Shade Trees	2½" – 3"	10	\$	\$

Unit Price In Words				

ORNAMENTAL TREES:

Per List * Included in Specifications	Size B&B	Estimated Qty	Price per Tree	Total Bid
Ornamental Trees	2" – 2½"	10	\$	\$

Unit Price In Words				
Ornamental Trees	2½" – 3"	10	\$	\$

Unit Price In Words				

EVERGREEN TREES:

Per List * Included in Specifications	Size B&B	Estimated Qty	Price per Tree	Total Bid
Evergreen Trees	6' – 7'	10	\$	\$

In Words				
Evergreen Trees	7' – 8'	10	\$	\$

Unit Price In Words				

MULTI-STEMMED PLANTS:

Per List * Included in Specifications	Size B&B	Estimated Qty	Price per Tree	Total Bid
Multi-Stemmed Plants	6' – 7' or 20 Gal Container	10	\$	\$

Unit Price In Words				
Multi-Stemmed Plants	8' – 10'	10	\$	\$

Unit Price In Words				

The bid is for Per Tree Planting as Specified. There is no allowance for Overtime or Double Time. Payment shall only be made at the Bid Base Unit Rate. Prices must remain fixed for 12 months of initial contract and continues to remain the same should the Township exercises the option of extending the contract for additional 12 months.

NO WORK MAY BE PERFORMED UNTIL A PURCHASE ORDER IS ISSUED.

Total Bid Price \$ _____

Amount in Words: _____

FOR AWARD PURPOSES ONLY

(Company Name)

(Signature)

(Print Name)

(Address)

(Telephone Number)

The Township reserves the right to adjust and/all Qualities of the bid items listed above, in its sole discretion.

Prices quotes must remain fixed for 12 months of initial contract and continues to remain the same should the Township exercises the option of extending a contract for an additional 12 months. The Township reserves the right to award to more than one vendor.

PREVAILING WAGE AFFIDAVIT

I hereby certify as follows:

1. I am the duly authorized agent of _____ to make this certification on behalf of _____, the contractor.
2. I am compliant with N.J.S.A.34:11-56.25 et Seq. (Prevailing Wage Rates).
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 Prevailing Wage Act. Certified payroll records must be submitted, within 10 days of the payment of wages, to the government entity that contracted the construction. Contractors and the subcontractors who fail to provide these records are subject to penalties of up to a maximum of \$250.00 for the first violation and up to \$500.00 for subsequent violations.
5. I have read this statement and I know the contents and know the same to be true to my own knowledge.
6. I, therefore, certify that the bid submitted herewith to be in compliance to the Prevailing Wage Rate.

Signature of Contractor

Print Name

Date

**SAMPLE
NOTICE OF AWARD**

Dated _____, 2018

TO: _____
(Bidder)

ADDRESS: _____

PROJECT: **OLD BRIDGE TREE PLANTING SERVICES**

TOWNSHIP'S CONTRACT NO. 2018-xx

You are 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 copies of each of the proposed contract documents (except drawings) accompany this Notice of Award.

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

1. You must deliver to the TOWNSHIP three fully executed counted counterparts of the agreement including all the contract documents. Each of the contract documents must bear your signature.
2. Other:
 - a. Certificates of Insurance in not less than the required amounts.
 - b. Township's co-insurance certificate in proper form and substance.

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

Within ten days after you comply with those conditions, TOWNSHIP will return to you one fully signed counterpart of the agreement and the contract documents attached.

TOWNSHIP OF OLD BRIDGE, NEW JERSEY
(Township)

BY _____
(Authorized Signature)

Himanshu R. Shah
Township Administrator

Receipt of this "Notice of Award" is acknowledged.

Contractor: _____

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

(Title)

Copy to Township Clerk
(Use Certified Mail, Return Receipt Requested)

SAMPLE

AGREEMENT

BETWEEN TOWNSHIP AND CONTRACTOR

OLD BRIDGE TREE PLANTING SERVICES

CONTRACT # 2018-xx

THIS AGREEMENT made as of the _____ day of _____ in the year 20__ by and between:

**THE TOWNSHIP OF OLD BRIDGE, MIDDLESEX COUNTY, NEW JERSEY
ONE OLD BRIDGE PLAZA, OLD BRIDGE, NEW JERSEY 08857**

(Hereinafter called TOWNSHIP)

AND

(Hereinafter called CONTRACTOR)

WITNESSETH THAT TOWNSHIP AND CONTRACTOR in consideration of the mutual covenants hereafter set forth, agree as follows:

1. **WORK:**

The CONTRACTOR shall perform all work as specified or indicated in the Contract Documents, including without limitation, the Bid Specifications and the Contractor's proposal, for the completion of the project generally described as follows:

2. **FEE TO BE PAID:**

In consideration for Contractor's performance of the aforesaid services, the Township shall pay the following sums in accordance with the Contract Documents:

Base Contract:

TOTAL:

3. **CONTRACT TIME:**

The duration of the contract shall be _____ calendar days from the contract commencement date set by the Township Engineer in the "Notice to Proceed" issued to the Contractor.

4. CONTRACT DOCUMENTS:

The Contract Documents, which comprise the contract between TOWNSHIP and CONTRACTOR, are attached hereto and made a part hereof and consist of the following:

- a. This Agreement;
- b. Exhibits to this Agreement (if any);
EXHIBIT A: Resolution awarding Contract #_____in the amount of \$_____;
- c. Notice of Award;
- d. Instructions to Bidders;
- e. General Conditions;
- f. Supplementary Conditions (if any);
- g. Specifications and Scope of Work (SW-2);
- h. Any modifications, including change orders, duly delivered after execution of this Agreement; and
- i. Bid proposal packet submitted by Contractor.

5. MISCELLANEOUS

- a. Terms used in this agreement not otherwise defined herein shall be as defined in the contract documents, including without limitation the General Conditions, Instructions to Bidders and Specifications.
- b. Neither TOWNSHIP nor CONTRACTOR shall, without prior written consent of the other, assign or sublet in whole or in part his interest under any of the contract documents; and specifically, CONTRACTOR shall not assign any monies due or to become due without the prior written consent of TOWNSHIP.
- c. TOWNSHIP and CONTRACTOR each binds him/herself, his/her partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the contract documents.
- d. The contract documents constitute the entire agreement between the TOWNSHIP and CONTRACTOR and may only be altered, amended or repealed by a written instrument duly executed by both parties.

6. AFFIRMATIVE ACTION:

This Agreement is subject to the terms and conditions of the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq. These terms and conditions are set forth in Bid Specifications made a part hereof.

7. BUSINESS REGISTRATION COMPLIANCE:

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide good or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

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

8. AMERICANS WITH DISABILITIES ACT OF 1990:

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Contractor acknowledges and agrees that the Americans with Disabilities language that is included as Appendix A and agree that the provisions of Title II of the Act are made a part of the contract. The Contractor is obligated to comply with the Act and to hold the Township harmless.

9. AMENDMENTS:

No modifications, alterations, additions, deletions, or any other changes in the terms hereof shall be binding on either party unless reduced in writing and properly executed by a duly authorized officer of TOWNSHIP and CONTRACTOR.

10. NOTICES:

Notice pursuant to this Contract shall be given in writing by certified mail to the parties at the following addresses:

To TOWNSHIP:

Stella Ward, RMC, Municipal Clerk

One Old Bridge Plaza

Old Bridge, New Jersey 08857

To CONTRACTOR:

or to such other address as the Parties may hereafter designate by notice given in accordance with the terms of this Section.

11. OTHER PROVISIONS:

- a. Agreement to Do All Work and to Accept Conditions. The CONTRACTOR agrees to furnish all labor, materials and equipment, to fully and faithfully construct, perform, and execute all work in accordance with the specifications, and to furnish all labor, tools, implements, machinery, forms and transportation necessary and proper for the completion of the job at the prices named by him/her in the itemized proposal.
- b. Modification of Contract. The CONTRACTOR, in entering into this contract, understands that the TOWNSHIP reserves the right to modify, to the extent herein provided, the location, character, grade or size of the work or appurtenances, whenever in his/her opinion he shall deem it necessary or available to do so. The CONTRACTOR shall and will accept such modifications when ordered in writing by the TOWNSHIP, and the same shall not violate or void this contract. Any such modifications so made, shall not, however, subject the CONTRACTOR to increase expense without equitable compensation, which shall be determined by the TOWNSHIP Administrator, subject to the approval of the TOWNSHIP. If such modifications (if there be any) result in decrease in the cost of work involved, an equitable deduction from the contract price shall be made, as determined by the TOWNSHIP Administrator. The TOWNSHIP Administrator's determination of any such additional compensation or of any deduction shall be based upon the bids submitted and accepted. In no event shall any modifications in the work shown on the specifications be made unless the nature and extent thereof has first been certified by the TOWNSHIP Administrator in writing and sent to the CONTRACTOR.
- c. Increase or Decrease of Quantities Elimination of Items. In entering into this contract, the CONTRACTOR agrees that the quantities of work as stated in said proposal are only approximate, and that during the progress of the work, the TOWNSHIP may find it advisable and shall have the right to omit portions of the work and to increase or decrease the quantities, and the TOWNSHIP reserves the right to add or to take from the amount of the work as may be necessary to complete the work in a manner satisfactory to the TOWNSHIP.
- d. The CONTRACTOR shall and will at no time make claim for anticipated profit or loss of profits because of any difference between the quantities of the various classes

of work actually done, or of the materials actually furnished, and the said estimated quantities.

- e. Compliance with all other legal requirements including affirmative action requirements and prevailing wage laws.
- f. Hold Harmless Agreement. The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, indemnify, defend and save harmless the Township, its officers, agents and servants, and each and every one of them, against and from all suits and costs of every description including but not limited to costs of legal and any claims under the Prevailing Wage Rate laws, the Americans With Disabilities Act, and from all damages which the Township or any of its officers, agents and servants may be put, by reason of injury to the person or property of others resulting from the carelessness in the performance of the work, or through any improper or defective machinery, implements or appliances used by the Contractor in the work, or through any act or omission on the part of the Contractor or his agent or agents.
- g. CONTRACTOR agrees to furnish labor and equipment in strict compliance with the contract documents and agrees to the assessment of any penalties, and/or to complete required corrective WORK based upon inspection and sampling test results determined in accordance with the contract documents, which disclose defective or substandard WORK.

IN WITNESS WHEREOF, TOWNSHIP and CONTRACTOR have signed this agreement in triplicate. One counterpart each has been delivered to TOWNSHIP and CONTRACTOR. All portions of the contract documents have been signed or identified by TOWNSHIP and CONTRACTOR on their behalf.

The agreement will be effective on _____, 20_____.

OWNER: TOWNSHIP OF OLD BRIDGE

CONTRACTOR:

BY: OWEN HENRY
(Name)

BY: _____

MAYOR
(Title)

(Title)

(Signature)

(Signature)

ATTEST _____
Stella Ward
Municipal Clerk

ATTEST _____
(Corporate Secretary)

ATTEST _____

ATTEST _____

Address for giving notices:

Address for giving notices:

Township of Old Bridge
Attn: Stella Ward
One Old Bridge Plaza
Old Bridge, New Jersey 08857

License No. _____

Agent for service of process: _____
(If CONTRACTOR is a corporation, attach evidence of authority to sign)

TOWNSHIP'S SEAL

CONTRACTOR'S SEAL

**SAMPLE
NOTICE TO PROCEED**

Dated _____, 20____

TO: _____
(Contractor)

ADDRESS: _____

TOWNSHIP CONTRACT NO. 2018-xx

CONTRACT FOR: OLD BRIDGE TREE PLANTING SERVICES

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

You are notified that the contract time under the above contract will commence to run on _____, 2018. By that date you are to start performing your obligations under the contract documents. In accordance with Article 3 of the Agreement, the dates of substantial completion and final completion are _____, 20__ and _____, 20__, respectively.

Before you may start any work at the site, Paragraph 2.7 of the General Conditions provides that you must deliver to the TOWNSHIP Certificates of Insurance, which each 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 OLD BRIDGE
(Township)

By: _____
(Authorized Signature)

Owen Henry, Mayor _____

(Surety)