TOWNSHIP OF FAIRFIELD

CONTRACT DOCUMENTS AND SPECIFICATIONS

REPLACEMENT OF
CHAIN LINK FENCING
PLYMOUTH STREET FIELD

March 15, 2020

Prepared by
Steve Bury
N.J. Professional Engineer

———
Steve Bury, P.E.
License No. 42831
Sealed proposals will be received by the Mayor and Council of the Township of Fairfield for **Chain Link Fencing at Plymouth Street Field** in the Township of Fairfield on **Thursday April 8, 2020 at 10:00 a.m. prevailing time**, in the Council Chambers of the Municipal Building, 230 Fairfield Road, Fairfield, Essex County, New Jersey 07004.

Specifications and forms of bids, contracts and bonds for the proposed work, prepared by Steve Bury, P.E., Municipal Engineer and approved by the Mayor and Council of the Township of Fairfield, have been filed in the office of the Municipal Engineer, located in the Municipal Building at 230 Fairfield Road, Fairfield, Essex County, New Jersey, and may be inspected by prospective bidders during regular business hours (8:30 A.M. - 4:30 P.M.). Bidders will be furnished with a copy of the specifications by the Engineer upon request and payment of fifty ($50) dollars non-refundable for the cost of preparation.

All bids submitted must be made on standard proposal forms in the manner designated and required by the specifications. Bids must be enclosed in sealed envelopes and must bear the name and address of the bidder on the outside and envelopes shall be labeled "**Chain Link Fencing at Plymouth Field**".

All bids must be accompanied by a Certified Check, Cashier's Check or Bid Bond for not less than ten percent (10%) of the bid amount, but in any event shall not be less than $500.00 nor greater than $20,000.00 and must be accompanied by a consent of Surety statement in the form provided from a Surety Company stating that the Surety company will provide the bidder with a bond for 100% of the Contract amount in the event that the Contract is awarded to the bidder. A Non-Collusion Affidavit and a Record of Recent Contract Awards must also accompany the proposal on the forms provided.

Bids will be accepted in the following ways:
1. Bids will be received at the hour and on the date specified above. Bids submitted at this time shall be addressed to the Mayor and Council, Township of Fairfield, 230 Fairfield Road, Fairfield, New Jersey, and shall satisfy all previously mentioned requirements.

2. Bids can be mailed. All mailed bids shall be addressed to the Municipal Clerk, Township of Fairfield, 230 Fairfield Road, Fairfield, New Jersey, 07004 and clearly marked on the outside of the envelope "Chain Link Fencing at Plymouth Field". All mailed bids shall be mailed employing a formal mail receipt procedure such as Certified Return Receipt and shall also satisfy all of the above requirements.

3. Bids can be hand delivered prior to the date or hour specified. In this case, the bids shall be delivered to the Municipal Clerk, 230 Fairfield Road, Fairfield, Essex County, New Jersey, and shall also satisfy all of the above requirements.

4. Bidders are required to comply with the requirements of P.L. 1977, Chapter 33 amending the Local Public Contracts Law. Bidders must submit a statement setting forth the names and addresses of all the stockholders in the corporation or members of the partnership who own ten percent (10%) or more of its stock, or have a ten percent (10%) or greater interest in the case of partnership.

5. No bid may be withdrawn for sixty (60) days after the opening of bids. A Contract will be awarded to the lowest responsible bidder or all proposals will be rejected within sixty (60) days after the opening of bids.

6. The Mayor and Township Council of the TOWNSHIP OF FAIRFIELD reserves the right to reject all bids, to reject unbalanced bids, and to waive any informality in any bid.

7. Bidders are required to comply with the requirements of P.L. 1975, Chapter 127.

8. Bidders are required to submit with their bid proof of registration in accordance with P.L.2004, C.57

Denise Cafone
Municipal Clerk

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TOWNSHIP OF FAIRFIELD, N.J.

CONSTRUCTION OF CHAIN LINK FENCING AT PALMIERI FIELD

SECTION 1 GENERAL REQUIREMENTS

1.01 DESCRIPTION OF THE WORK

The work to be performed under this contract consists of, but not limited to, the construction of an arched baseball backstop and the removal and construction of chain link fencing four feet, six feet and twelve feet in height. The Contractor shall furnish all labor, superintendence, equipment, and materials necessary to complete the work in every detail.

1.02 LOCATION OF THE WORK

The work shall be constructed at the Plymouth Street Field, 51 Plymouth Street within the Township of Fairfield as shown on the Key Map.

1.03 CONTRACT DOCUMENTS

The contract documents for this project include the Notice to Bidders, the Proposal Form, and Specifications.

1.04 CONTRACT AND SPECIFICATIONS

The work to be performed under this contract is outlined within the attached specifications.

The Engineer shall issue such additional working drawings and details as the progress and conditions of the work shall make necessary. These additional drawings will be an amplification of the Specifications and Details and as such are as binding upon the Contractor. Where the words "as shown", "as detailed", "as indicated", or other words of similar import are used in the Specifications they shall be interpreted as referring to any supplemental drawings stated otherwise.

Anything not specifically mentioned in the Specifications, which is usual in work of this character, shall be done and performed by the Contractor the same as if it were set forth in the Specifications.

Any errors, omissions, and discrepancies shall be immediately brought to the attention of the Engineer. The Engineer will make due correction of the error, omission or discrepancy, and the effect of such correction shall date from the time that the Engineer given due notice thereof to the Contractor.
The Engineer may make changes in the alignment, grade, location, dimensions, materials or form of the work either before or after the commencement. If the change shall decrease the quantity of any item, the Contractor shall not make claim for loss of anticipated profits or damages, nor will any such claim be considered. If the change shall increase the quantity of any item, no claim shall be made for unanticipated expense, or overhead cost, or use of additional equipment. The amount to be paid for the quantity of the item actually constructed shall be determined by multiplying the number of units by the unit price. If no unit price has been established under this contract for the work resulting from the change, then it shall be paid for as extra work.

1.05 ELEVATIONS

The datum for elevations on this Project is the New Jersey Geodetic Datum.

1.06 LINE AND GRADE

SEE DETAILED SPECIFICATIONS

1.07 SEQUENCE OF THE WORK

As set forth in Article B-14, Information to Bidders.

1.08 CONTROL OF MATERIALS

All materials used in the construction of this Project may be sampled and tested at the discretion of the Engineer. The Contractor shall at his own expense furnish the material to be tested and shall assist the Engineer in taking samples for testing. The Contractor shall supply containers for samples as necessary and transport the samples from the site to the laboratory. The Township shall select the laboratory to make the tests and the findings of the laboratory shall be final. The Township will pay for the tests except where the Contractor or manufacturer supplying materials shall certify the materials. Then if tests show the materials to be defective, the Contractor shall pay for the tests of the materials certified but found to be defective.

Nothing in this provision for the testing of materials shall act or be construed to relieve the Contractor from the responsibility of furnishing proper material as outlined in the Specifications.
1.09 Substitutes and "Or-Equal" Items

Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent or "or-equal" item or no substitution is permitted, other items of material or equipment of other suppliers may be accepted by the Engineer under the following circumstances:

a. "Or-Equal": If in the Engineer’s sole discretion an item of material or equipment proposed by the Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by the Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in the Engineer’s sole discretion, be accomplished without some or all of the requirements for acceptance of proposed substitute items.

b. Substitute Items: If in the Engineer’s sole discretion an item of material or equipment proposed by the Contractor does not qualify as an "or-equal" item under 1.07a, it will be considered a proposed substitute item. Contractor shall submit sufficient information as appropriate under the circumstances to allow the Engineer to determine that the item of material or equipment proposed is essentially equivalent to the named and an acceptable substitute therefore.

1.10 QUALITY OF MATERIALS AND WORKMANSHIP

Unless otherwise specifically stated in the Specifications, all materials used in this project shall be new, first-grade quality, and of the best workmanship and design. The Contractor shall not offer or attempt to use inferior or low grade materials, nor will the Engineer accept them.

All assembly and construction on this project shall be neat, or the best quality and the best workmanship. All material and workmanship shall be in accordance with the best modern practice and wherever the Plans, Specifications, or directions of the Engineer raise a doubt or do not specify a quality of material or workmanship, then the Plans, Specifications, and directions shall be interpreted to require the best quality of workmanship and materials in keeping with the best modern practice.

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1.11 WATER AND ELECTRIC POWER
The Contractor shall make his own arrangements for any water or electric power required for this project, and all such arrangements shall be at his sole expense.

1.12 SPECIAL PRECAUTIONS DURING CONSTRUCTION
The Contractor shall take and shall be solely responsible for taking adequate precautions as the prevailing situation may indicate for the protection of the public, his employees, and all representatives and employees of the Municipal Engineer from injury or harm due to the prosecution of the work required by this contract. Should the Engineer require safeguards, such as lights and fences, in addition to those supplied by the Contractor, the Contractor, at his sole expense, shall supply, erect, and maintain the additional safeguards required by the Engineer.

1.13 CLEANING UP
On or before the completion of the work by the Contractor, except as otherwise expressly directed or permitted in writing, he shall tear down and remove all temporary structures built by him; shall remove all rubbish of all kinds from all contract structures and from any and all grounds which may have been occupied during the progress of the work. The Contractor shall remove all concrete and ballast droppings and shall leave the site of work, and the adjacent property which may have been affected by his operations, in a neat and satisfactory condition. All structures and parts thereof constructed by the Contractor shall be thoroughly cleaned and left in first-class condition.

1.14 BACKFILL AND CLEAN-UP
All excess trench excavation shall be removed from the site daily. The Contractor shall maintain on the site an adequate supply of calcium chloride and at the direction of the Engineer, it shall be spread to control the dust.

1.15 FAILURE TO MAINTAIN TRENCHES OR TO CLEAN-UP
In the event that the Contractor fails to maintain trenches in a safe and passable condition following conduit laying, the Township shall have the right to order this work done by others at the cost and expense of the Contractor. The Contractor will be given notice of unsatisfactory condition of the streets not maintained safe and passable. After such notice is submitted to the Contractor, the Township may order this work done and deduct the cost of same from payment due under this Contract.
1.16 SANITARY REGULATIONS

Sanitary conveniences, properly screened from public observation, for the use of all persons employed on the work and beginning with the first men engaged in preliminary operations shall be provided and maintained by the Contractor in sufficient numbers, in such manner and at such locations as shall be approved.

1.17 TREE PROTECTION AND TREE REMOVAL

It is intended to protect and save trees from removal wherever possible, particularly through rights-of-way and along street shoulders. Where methods will be employed without additional compensation. Trees outside of the right-of-way line shall in no case be disturbed and boxing shall be provided as may be required to protect trees adjacent to the right-of-way lines.

Where directed by the Engineer, trees in the line of the work shall be tunneled under to prevent damage or harm to the trees.

In no case shall any trees be removed without the Engineer authorizing its removal upon inspection of the work area with the Contractor. Any trees which may be damaged during construction shall be properly pruned and painted so as to protect the life of the tree and restore its aesthetic qualities.

1.18 UTILITIES IN THE LINE OF THE WORK

Prior to the start of any work in the vicinity of existing utilities or other subsurface facilities, the Contractor shall notify the utility company at least three (3) days in advance of the start of his work. The Engineer shall be furnished in writing the time at which such notice was given and the name and position of the person contacted.

The utilities adjacent to the work are:

- Storm Drains
  - Township of Fairfield
- Water Mains
  - Township of Fairfield
- Gas Mains
  - Public Service Electric & Gas Company
- Telephone Lines
  - New Jersey Bell Telephone Company
- Conduits

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1.19 EXCESS EXCAVATED MATERIALS

All excess excavated materials shall be disposed of by the Contractor outside of the Township of Fairfield, unless the Engineer shall require certain materials to be deposited within the Township at a site designated by the Engineer. There are no approved dumping sites within the Township and in no case shall excavated materials be deposited upon private property within the Township.

1.20 OWNERSHIP OF EXISTING STRUCTURES AND UTILITIES

Any existing utilities such as water mains, sanitary sewer lines and manholes, storm drainage lines and structures are owned by the Township of Fairfield. Any manhole castings or inlet castings which are to be removed by the Contractor, remain the property of the Township of Fairfield and are to be deposited to a site designated by the Engineer.

In addition, any existing curbs which may have been installed by private property owners shall remain the property of these individual owners unless the engineer directs the Contractor otherwise, in which case the Contractor shall dispose of the existing curbs.

1.21 MAINTENANCE UTILITIES

The Contractor shall be responsible for the repair, replacement, or adjustment of any drainage inlet, drainage manhole, water valve box or sanitary sewer manholes casting or structure which may be damaged during the milling or paving work. The Contractor shall furnish all materials, labor, equipment and incidentals required to make the necessary repairs. All repairs shall be completed to the satisfaction of the Engineer. There will be no payment by the municipality for any of the aforementioned repair work.

1.22 COORDINATION WITH ESSEX COUNTY

Where necessary, construction schedules shall be coordinated with the Essex County Highway Department.

1.23 SAFEGUARDING PROPERTY

The Contractor shall protect all property, structures, utilities, monuments, property corner survey marks, trees, shrubs, grassed areas, and work of any kind on lands of the
owner and on adjacent lands, from being damaged, injured, lost, interrupted in service resulting from failure to protect the various items listed above shall be restored or repair promptly by the Contractor, at his own expense, to the satisfaction of the Engineer. The Contractor shall restore all areas to their original condition, as determined by the Engineer, at the Contractor's expense, except as otherwise shown, specified, or required. When any monument, whether of stone or concrete, property corner survey mark, or mark on the pavement, designating the lines of streets, highways or private property is in the line of any construction work and may have to be removed, the Contractor shall notify the Engineer in writing at least twenty-four (24) hours in advance. Under no circumstances shall such monuments be removed or disturbed by the Contractor or by any of his men without a written order of the Engineer. The Contractor shall furnish the necessary labor which may be required in resetting any monument, under the direct supervision of the Engineer. Should any monument be destroyed through accident or neglect, the Contractor shall be required, at his own expense, to employ a surveyor, acceptable to the Engineer, to reestablish the monument.
OFFICIAL BID SUMMARY AND SUBMITTAL FORM

FOR

Chain Link Fencing at Plymouth Street Field

TOWNSHIP OF FAIRFIELD, NEW JERSEY

SUBMITTER'S COMPANY NAME AND ADDRESS:

Name

Street address and mailing address if different

City, State, Zip

Contact person telephone number - fax number

Federal tax identification number

1. Statement of Ownership attached. yes__ no__

2. Affirmative Action Certificate attached. yes__ no__

3. Prevailing Wage Rate Statement. yes__ no__

4. Statement of Statement of Responsibility. yes__ no__

5. Consent of Surety. yes__ no__

6. Non Collusion Affidavit attached. yes__ no__

7. Bid Bond or Certified Check Attached. yes__ no__

8. Bidder's Affidavit. yes__ no__

9. Listing of Sub Contractors, pursuant to Section 16 of PL 1971 c.198 (c.40A:11-16). yes__ no__

10. Business Registration Certificate, pursuant to PL 2004,c.57 yes__ no__
PROPOSAL
TO
TOWNSHIP OF FAIRFIELD
ESSEX COUNTY, NEW JERSEY
FOR THE
Replacement of Chain Link Fencing at Plymouth Street Park

The undersigned, as bidder, declares that the only person or parties interested in this PROPOSAL as principals are named below, that this PROPOSAL is made without collusion with any other person, firm of corporation, and is in all respects fair and without collusion or fraud; that he has carefully examined the annexed form of Contract, the Drawings and Specifications therein contained, that he has examined the site where the work is to be performed, that he has fully examined all of the provisions set forth as part of the proposed Contract, that he understands all these provisions and where there were questions of interpretation, consulted the Engineer in accordance with Section B-13 INTERPRETATION OF THE PLANS AND SPECIFICATIONS AND ADDENDA, has read the INFORMATION TO BIDDERS hereto attached; and that he proposes and agrees that if this proposal is accepted, he will contract with the Township in the form of Contract hereto annexed, to furnish all the materials and labor specified, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following price or price, to wit:

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<th>DESCRIPTION</th>
<th>UNITS</th>
<th>QUANTITY</th>
<th>UNITS $</th>
<th>TOTAL $</th>
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<td><strong>PALMERI FIELD</strong></td>
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<tr>
<td>1. Remove and Construct twelve (12') high PVC coated Chain Link Fence</td>
<td>LF</td>
<td>140</td>
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<td>2. Remove and Construct six (6') high PVC coated Chain Link Fence</td>
<td>LF</td>
<td>240</td>
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<td>3. Remove and Construct six (4') high PVC coated Chain Link Fence</td>
<td>LF</td>
<td>750</td>
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<td>4. Construct 30' PVC coated Arch backstop.</td>
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<td><strong>TOTAL AMOUNT BID</strong></td>
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Bidder further acknowledges receipt of the following addenda:

Addendum No.______________ Addendum No.______________

P 1
The undersigned understands that the quantities in this proposal are approximate only, and agrees the quantities may be increased or decreased in any amount; or eliminated; or the relative amounts of the items varied, without claims for damages for loss of anticipated profit and without claim or adjustment of unit prices bid regardless of the actual increase or decrease of final contract quantities from the proposal estimated quantities.

A bid security consisting of either a certified check, cashier's check or Bid bond for at least ten percent (10%) of the amount bid and a duly executed Consent of Surety are enclosed herewith.

The Owner may make such investigations as it deems necessary or desirable to determine the ability of the undersigned to perform the work and the "Statement of Financial Responsibility" is enclosed for completion and execution by the undersigned. The Owner reserves the right to reject this bid if the evidence submitted by, or the investigation of the undersigned is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

The undersigned hereby agrees, if awarded to Contract, he can move in sufficient equipment and labor to start work within ten (10) days of the notice to proceed with the work, to complete all of the work required within thirty (30) consecutive days from the date of the notice to proceed with the work, and that the owner may retain from the monies that are, or which may become due two hundred fifty ($250.00) for each and every calendar day the completion of the work may be delayed beyond the time stipulated above. The monies so retained are hereby agreed to be liquidated damages accruing to the Owner incident to such delay and not a penalty.

The undersigned hereby agrees that, if this Proposal is accepted by the Owner, and the undersigned fails to execute and deliver the Contract and Contract bonds as approved by the Owner's Attorney, in accordance with the terms of this Proposal and with the requirements of the foregoing Instructions to Bidders and Supplemental Instructions to Bidders, then the undersigned will be deemed to have breached his agreement to enter into the Contract and thereupon the Proposal and its acceptance will be null and void and the amount of the Bid Security accompanying this Proposal will be due and payable thereunder to the Owner as liquidated damages; otherwise the said Bid Security will be returned to the undersigned.

__________________________
Firm

__________________________
Address

__________________________
By (Principal)

Dated______________________
20_________________________
Title

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New Jersey Public Law 1977, Chapter 33 requires each corporation or partnership submitting a bid to any governmental agency to accompany that bid with a statement of ownership listing the name and address and percentage ownership of each individual owning ten percent (10%) or more of the corporation or partnership. This form or an appropriate listing on the bidders’ letterhead containing similar information, must be included in the bidders’ proposal when the bid is originally submitted.

OWNERSHIP STATEMENT - PER PL 1977 CHAPTER 33

(Name of Corporation or Partnership) Print

(Address of Record) Print

<table>
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<tr>
<th>Name</th>
<th>Address</th>
<th>Percent Owned</th>
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I certify that the foregoing information is correct.

Signature (Title)

If one or more such stockholder or partner is itself a corporation or is a partnership, the stockholders holding ten percent (10%) or more of that corporation’s stock or the individual partners owning ten percent (10%) or greater interest in that partnership must be listed on a supplemental sheet on the bidder’s letterhead.

The full names and residences of all persons interested in this bid as principals are as follows:

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Contractor’s Legal Status

(Corporation, partnership, joint venture, or individual operating under a tradename).
AFFIRMATIVE ACTION AFFIDAVIT
(to be completed by firms with less than 50 employees)

STATE OF NEW JERSEY

COUNTY OF

I, of the (City, Town, Borough) of , State of of full age, being duly sworn according to law on my oath depose and say that:

1. I am (President - Partner, Owner) of the firm of a bidder making a proposal upon the above named project.

2. does not have 50 employees or more inclusive of all officers and employees of every type.

3. I am familiar with the affirmative action requirements of P.L. 1974, c. 127 and the rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.

4. has complied with all the affirmative action requirements of the State of New Jersey, including those required by P.L. 1975 c. 127 and the rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.

5. I am aware that if, does not comply with P.L. 1975, c. 127 and rules and regulations issued pursuant thereto, that no monies will be paid by the State of New Jersey. County of (City, Town, Borough) of until an affirmative action plan is approved. I am also aware that the contract may be terminated and the may be debarred from all public contracts for a period of up to five (5) years.

6. In the event my workforce increases to 50 employees, I must contact the State Affirmative Action Office and complete an Employee Information Report.

Subscribed and sworn to before me this day of 20

Signature of Authorized Representative

Name and Title

Seal Notary Public of New Jersey

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I, the undersigned, the duly authorized and acting legal representative of the Bidder, do hereby certify as follows:

There shall be paid each laborer or mechanic of the successful Bidder or subcontractor engaged in work on the project under this bid in the trade or occupation required in these specifications, not less than the hourly wage rate established by the State Commissioner of Labor & Industry under N.J.S. 34:15-25 regulation pertaining to prevailing wage rates.

The Owner will not consider any claims for additional compensation made by the Bidder because of payment by the Bidder of any wage rate in excess of the applicable rate contained in this contract. All disputes in regard to the payment of wages in excess of minimum wages shall be adjusted by the Bidder.

__________________________  __________________________
Date  Bidder & Title
1. Previous work of similar nature completed within past five years (List 2 or 3)

A. Owner ___________________________________________ Phone _______________________
   Owner's Business Address _______________________________________________________
   Type of Work _________________________________________________________________
   Contract Price $ ___________________ Extra Work Required $ ___________________
   Approx. Date of Reward of Contract ___________________ of Completion ____________
   Name, Address & Phone No. of Owner's Engineer or Superintendent _______________________

B. Owner ___________________________________________ Phone _______________________
   Owner's Business Address _______________________________________________________
   Type of Work _________________________________________________________________
   Contract Price $ ___________________ Extra Work Required $ ___________________
   Approx. Date of Reward of Contract ___________________ of Completion ____________
   Name, Address & Phone No. of Owner's Engineer or Superintendent _______________________

C. Owner ___________________________________________ Phone _______________________
   Owner's Business Address _______________________________________________________
   Type of Work _________________________________________________________________
   Contract Price $ ___________________ Extra Work Required $ ___________________
   Approx. Date of Reward of Contract ___________________ of Completion ____________
   Name, Address & Phone No. of Owner's Engineer or Superintendent _______________________

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2. Total approximate volume of work of similar nature completed within the past five years $______

3. List of equipment required for this job which you now own:

4. General Business Reference (List two or three)

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<tr>
<th>Name</th>
<th>Occupation</th>
<th>Business Address</th>
<th>Phone No.</th>
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<tr>
<td>A.</td>
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<tr>
<td>B.</td>
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<tr>
<td>C.</td>
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</table>

5. Bank Reference

<table>
<thead>
<tr>
<th>Name</th>
<th>Business Address</th>
<th>Phone No.</th>
</tr>
</thead>
</table>

6. Number of permanently employed persons in your organization______

It is understood and agreed that the executive of this statement of responsibility is made solely at the risk, cost and expense of the maker; is given in consideration of the agreement of the Owner to make available to the maker of the plans and contract documents for bidding purposes for the Owner and no rights, causes of claims at the law or in equity shall arise on behalf of the maker against the Owner for any use made thereof by the Owner, including the refusal to the maker of the right to bid on said work.

Date 20  
Signature & Business Address of Bidder

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BIDDER'S AFFIDAVIT
(This affidavit is part of Proposal)

STATE OF ____________________________
COUNTY OF ____________________________

SS:

_______________________________

Being duly sworn, deposes and says that he resides at ____________________________,

that he is the ____________________________________________

(Give Title)

who signed the above Proposal or bid, that he was duly authorized to sign
and that the bid is a true offer of the Bidder, that the seal attached is
the seal of the Bidder and that all the declarations and statements
contained in the Bid are true to the best of his knowledge and belief.

_______________________________

(Affidavit)

Subscribed and sworn to before me this ___________ day of
_______________________________________________________

20_____.

_______________________________

Notary Public

My commission expires


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NON-COLLUSION AFFIDAVIT

STATE OF ____________________________ )SS:
COUNTY OF ___________________________

I, ____________________________ of the __________________________
of in the County of ____________________________ of full age, being duly sworn according to law on my oath depose and say that:
I am ____________________________ of the firm of ____________________________

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

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

______________________________ (Name of Contractor)

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

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 __________, 20_____.

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CONSENT OF SURETY

In consideration of the premises (Proposal to which this is attached), the undersigned consents and agrees that if the contract for which the preceding proposal is made be awarded to the corporation, person or persons making the same, it shall become bound as surety and guarantor for its faithful performance, and shall execute a bond in the form required by New Jersey R.S. 2A:44-147, said bond to be in an amount equal to one hundred percent (100%) of the contract price and to be conditioned so as to indemnify the Owner County, New Jersey, against loss due to

the failure of the Contractor to meet the stipulations of the contract, contract documents, and the bond, and to guarantee payment to all persons performing or furnishing labor or materials for performance of said contract and if the said corporation, person or persons shall omit or refuse to execute such contract if so awarded, it will pay, on demand to the said , any difference between the sum to which said corporation, person or persons would have been entitled upon the completion of such contract and the sum which the said Township may hereafter be obligated to pay the corporation, person or persons to whom a substitute contract may be afterwards awarded, the amount of the difference to be determined by the bids.

IN WITNESS WHEREOF, said corporation has set its seal and caused these presents to be signed by its duly authorized officers, this day of 20 .

ATTEST:

By: 

Seal

SURETY

ATTEST:

By:

COUNTERSIGNED

Bidder's Signature & Business Address

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TOWNSHIP OF FAIRFIELD, N.J.

CONTRACT AND AGREEMENT

Note: The sub-headings are for convenience of reference only and do not form a part of the Contract and Specifications.

THIS AGREEMENT, made this ______ day of ________ in the year 2020, between the Township of Fairfield, a municipal corporation of the State of New Jersey, hereinafter called the Township, party of the first part, and, , , , hereinafter called the Contractor, party of the second part:

COVENANT:

WITNESSETH: That the parties to these presents each in consideration of the undertakings, promises and agreements on the part of the other herein contained, have undertaken, promised and agreed, and do hereby undertake, promise and agree, the party of the first part for itself, its successors and assigns, and the party of the second part and for their heirs, executors, administrators, successors, and assigns as follows:

CONTRACT INCLUDES

I. The Contractor shall at his own sole cost and expense furnish all labor and services and all material for Plymouth Street Field Fence and other related work as shown on the Plans, or as set forth in the Specifications; and will construct, complete, and finish the same in the most thorough, workmanlike, and substantial manner, in every respect to the satisfaction and approval of the Engineer; in the manner and within the time hereinafter limited, and in strict accordance with the Information for Bidders, Proposal and Specifications hereto attached and the Plans herein referred to, which Information for Bidders, Proposal, Specifications and Plans are hereby made a part of this contract as fully as if the same were repeated at length herein.

SPECIFICATIONS AND PLANS SUPPLEMENTARY

II. The said Specifications and Plans are intended to supplement each other, and together constitute one complete set of specifications and plans, so that any work exhibited in the one and not in 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 or designs as decided and determined by the Engineer. Should anything be omitted from the Specifications and Plans which is necessary for a clear understanding of the work, the Contractor shall promptly notify the Engineer.

DEFINITIONS

III. The word "Township" as used herein shall mean the Township of Fairfield, represented by the Mayor and Council.

The word "Engineer" shall mean Steve Bury, P.E., acting in the capacity of Engineer to the Township in the construction of this contract or the Engineering Consultant, whether acting either
good by the Contractor at his own expense, and free from all expense to the Township whenever so ordered by the Township without reference to any previous oversight or error in inspection.

OBLIGATION OF CONTRACTOR

VI. The Contractor shall, at his own cost and expense, provide any and all manner of labor, materials, apparatus, scaffolding, appliances, tools, machinery, power, transportation and whatever else may be required of every description necessary to do and complete the work, and shall be solely responsible and answerable for the same and for the safe, proper, and lawful construction, maintenance and use thereof. The Contractor shall cover and protect the work from damage, and shall make good all injury to the same occurring before the completion of this contract. The Contractor shall employ only competent persons.

The Contractor shall, at his own expense, wherever necessary or required, maintain fences, provide watchmen, maintain lights, place additional timber and braces, and take such other precautions as may be necessary to protect life, property, adjacent buildings and structures, and shall be liable for all damages occasioned in any way by his act or neglect, or that of his agents, employees or workmen. He shall provide access at all times to private property.

PATENTS RIGHT

VII. The Contractor shall and will indemnify and save harmless the Township and its officer, agents, and representative, from all claims for damages, arising from the infringement or alleged infringement of any letters, patent, or patent rights covering any material, appliance, or device used in or upon the work or any part thereof.

It is further agreed that all royalties for patents or patent infringement claims that might be involved in the construction or use of the work shall be included in the contract amount, and the Contractor shall satisfy all demands that may be made at any time for such, and shall be liable for any damages or claims for patent infringements; and the Contractor shall, at his own expense, defend any and all suits or proceedings that may be instituted against the Township for infringement or alleged infringement of any patents involved or alleged to be involved in the work; and in case of an award of damages, the said Contractor shall pay such award; and pending the determination or settlement of any such claim, the Township is authorized to reserve and withhold from monies due or to grow due the Contractor an amount sufficient in judgment to cover any award, together with costs, that may be made thereon and that final payment to the Contractor will not be made while any such suit or claim remains unsettled.

DEFENSE OF SUITS

VIII. In case any action at law or suit in equity may or shall be brought against the Township or any of its representatives or agents for or on account of the failure, omission or neglect of the Contractor or his sub-contractors or his or their employees or agents to do and perform any of the covenants, acts, matters or things by this contract undertaken or to be done or performed by the Contractor or his sub-contractors or his or their employees or agents, or for any injury or damage caused by the negligence or alleged negligence of the Contractor or his sub-contractors, his or their employees or agents. The Contractor shall indemnify and save harmless the Township and its
due or may at any time thereafter become due to the Contractor under and by virtue of this contract, or any part thereof. In case such expense shall exceed the amount which would have been payable under the contract if the same had been completed by the Contractor, the Contractor or his surety shall pay the amount of such excess to the Township; and in case such expense shall be less than the amount which would have been payable under this contract if the same had been completed by the Contractor, the Township shall pay such difference to the Contractor.

CLAIMS FOR LABOR AND MATERIAL

XIII. The Contractor shall indemnify and save harmless the Township from all claims for labor done and for materials furnished under this contract, or any alterations or modifications thereof, and shall furnish the Township with satisfactory evidence, when called for by it, that all persons who have done work, or furnished materials under this contract, for which the Township may become liable under the Laws of the State of New Jersey, have been fully paid or satisfactorily secured. In the event such evidence is not furnished, an amount necessary or sufficient within the discretion of the Township to meet the claims of the persons aforesaid shall be retained, in addition to any other moneys that are to be retained, as herein specified, from the money due the Contractor under this contract, until the liabilities aforesaid shall be fully discharged or satisfactorily secured.

MODIFICATIONS

XIV. The Contractor in entering into this contract understands that the Township reserves the right to modify the extent, arrangement, character, grade or size of the work or appurtenances herein provided whenever in its opinion it shall deem it necessary or advisable so to do. The Contractor shall and will accept such modifications, when ordered in writing by the Town Council through the Engineer, and same shall not violate or void this contract. Any such modifications so made shall not, however, subject the Contractor to increased expense without equitable compensation, which shall be determined by the Engineer. If such modifications result in a decrease in cost of work involved, an equitable deduction from the contract price to be determined by the Engineer, shall be made. The Engineer's determination of any such additional compensation or of any such deduction shall be based upon the bids submitted and accepted. In no event shall any modifications in the work shown on the plans and specifications be made unless the nature and extent thereof has been first certified by the Engineer in writing and sent to the Contractor.

EXTRA WORK

XV. The contractor shall and will do any work and furnish any materials not herein provided which, in the opinion of the Engineer, may be found necessary or advisable for the proper completion of the work or the purposes thereof, or any modification or alteration provided, however, on recommendation of the Engineer, a supplemental agreement shall be entered into between the Contractor and the Township for said extra work in contemplation hereunder when the same be in excess of Five Hundred Dollars ($500.00). A copy of such supplemental agreement shall remain on file with the Municipal Clerk; anything herein contained to the contrary withstanding. All extra work and materials shall be ordered, in writing, by the Engineer, and in no case will any work or materials in excess of the amount shown by said plans and specifications to be paid for unless so ordered by the Engineer in that manner. The Contractor further agrees that he will accept as full compensation for such extra work and materials payment in the unit prices bid.
GUARANTEE

XVIII. The Contractor shall guarantee all labor and materials for a period of one (1) year from the date of acceptance of the work by the Township, making all needed repairs on the work as it progresses during this period of one year, except those due to ordinary wear and tear. He agrees to furnish a maintenance bond to the Township in the amount of ten percent (10%) of the completed contract for a period of one year (1); and that should he fail to make the necessary repairs at once after due notice from the Engineer, the Township may expend the same; or so much thereof as may be required in making the needed repairs; provided, however, that in case of emergency, where, in the opinion of the Engineer, it would cause serious loss or damage, the Township may make repairs without previous notice and at the expense of the Contractor.

RATE OF PROGRESS AND TIME OF COMPLETION

XIX. The Contractor shall commence work with ten (10) days after a date the Township shall direct. The rate of progress shall be such that the whole work shall be performed and the grounds cleared up in accordance with the contract and specifications within Ninety (90) calendar days from the date of the order to commence the project, unless an extension of this time shall be made by the Engineer with the consent of the Mayor and Council.

DAMAGES FOR FAILURE TO COMPLETE ON TIME

XX. The Contractor shall pay to the Township for each and every day that he shall be in default in completing the work required to be completed within Ninety (90) calendar days, the sum of Two Hundred Fifty ($250) dollars, which sum is hereby agreed upon, not as a penalty, but as default damages. The Township shall have the right to deduct the amount of any such damages from any monies due the Contractor under this contract. If the time for completion of this work shall be extended, then and in such case the Township shall be fully authorized and empowered to deduct from the final estimates the amount of any such damages, determined as hereinbefore stipulated, for each day that the Contractor shall be in default, as to the prescribed completion of work beyond the date to which the time for said completion shall have been extended by the Township.

EXTENSION OF TIME

XXI. The Contractor expressly covenants and agrees that in undertaking to complete the work within the time mentioned, he has taken into consideration and made allowance for all of the ordinary delays and hindrances incident to such work, whether growing out of delays in securing materials or workmen, or otherwise. Should the Contractor, however, be substantially delayed or in the prosecution and completion of the work by any changes, additions or omissions therein ordered in writing by the Engineer, or by fire, lightning, earthquake, flood, tornado, cyclone, riot, insurrection or war, or by the abandonment of the work by the workmen engaged wherein through no fault of the Contractor or by the discharge of all or any material number of workmen in consequence of difficulties arising between the Contractor and such workmen, or by the neglect, delay or default of any other Contractor of the Township, the Contractor may within five (5) days after the occurrence of the delay for which he claims allowance, notify the Engineer thereof in writing, and thereupon and not otherwise, the Contractor shall be allowed such additional time for
(30) days after such damage or delay has ceased.

Any adjustments in the Contractor’s compensation, or agreements made by the Engineer, if accepted by the Contractor, shall be in lieu of further claims for damages and extensions of contract time.

Concurrent claims for contract time extension will be adjusted by the Engineer, who will be sole judge of the overall delay caused by such concurrent claims.

STATE LAWS AND REGULATIONS

XXVI. All mechanics, workers or laborers while engaged in the work which is the subject of this contract shall work no more than eight (8) hours in any one day. The Contractor in performing this contract shall observe the provisions of Section 1 of Chapter 10 of Title 34 of the Revised Statutes and acts amendatory thereof and supplemental thereto.

RELEASE OF LIABILITY

XXVII. No person or corporation other than the signer of this contract as Contractor, now has any interest hereunder, and no claim shall be made or be valid, and neither the Township or any employee or agent thereof, shall be liable or be held to pay any money, except as hereinbefore provided. The acceptance by the Contractor of the last payment shall operate as and shall be a release to the Township and every representative and agent thereof, from all claims and liability to the Contractor for anything done or furnished for, or relating to the work, or for any act or neglect of the Township, or of any person relating to or affecting the work.

The Contractor shall comply in all respects with Section 1, Chapter 9 of Title 34 of the Revised Statutes forbidding the employment of aliens on Public works and acts amendatory thereof and supplemental thereto. The Contractor shall give preference in employment on the work to be performed under this contract to resident citizens of the State of New Jersey, as required by Section 2 of Chapter 9 of Title 34 of the Revised Statutes and the acts amendatory thereof and supplemental thereto. If said Section 2 is not complied with, this contract shall be voidable at the insistence of the Township.

The Contractor covenants and agrees as follows:

1. That in the hiring of laborers, workmen and mechanics for the performance of the work under this contract, or any sub-contract hereunder, neither the Contractor nor any person acting on behalf of such Contractor or subcontractor shall, by reason race, creed, color, national origin, or ancestry, discriminate against any citizen of the State of New Jersey who is qualified and available to perform the work to which the employment relates.

2. That neither the Contractor, subcontractor, nor any person on his behalf, shall, in any manner discriminate against or intimidate any employee hired for the performance of the work under this contract on account of race, creed, color, national origin or ancestry.

3. That there may be deducted from the amount payable to the Contractor by the Township under this contract a penalty of Five Dollars ($5.00) for each person for each calendar day
C. If the parties cannot resolve the claim by mutual agreement within fifteen (15) calendar days of the Owner's response, either party shall have the right to request resolution of the dispute by senior management, by providing written notice requesting that a meeting be convened at the job site (or other mutually agreed location), attended by a representative of the Owner, duly authorized to recommend settlement to the governing body, along with a principal of the Contractor and a principal of the Engineer, each of whom shall have the authority to bind their respective firms. Such meeting shall be held not less than ten (10) nor more than fifteen (15) working days after receipt of notice.

D. In the event that the parties cannot resolve the dispute within twenty (20) days after the first meeting of the principals, then the matter shall be presented to a mutually agreed-upon qualified mediator for mediation, pursuant to the Rules of Construction Mediation promulgated by ERI.

E. Either party shall provide notice to the agreed-upon mediator, within ten (10) working days after the time elapsed under Section XXVIX.D above, that the parties have been unable to reach an agreement on the dispute between them. A copy of such notice shall be contemporaneously served upon the other interested parties. Within ten (10) calendar days of the filing of Notice with the mediator, the claiming party shall prepare a clear and concise written statement of the claim, including all supporting documentation, and submit it to the mediator with a copy to the other parties. Other parties shall thereafter present a written response to the Affidavit of Claim, singly or jointly, within ten (10) calendar days of receipt thereof. The mediator shall then resolve the matter within forty-five (45) days, unless all parties mutually agree to an extension of time thereof. The mediator shall attempt to reach agreement on an MCR; in the absence of the ability to do so, the mediator shall render a written opinion to all parties. Such opinion shall be admissible in any Court proceedings between or among the parties.

TOWNSHIP OF FAIRFIELD

by: ________________________________________________________
James Gasparini, Mayor

by: ________________________________________________________
Municipal Clerk

by: ________________________________________________________
Contractor

by: ________________________________________________________
Title

ATTEST:

by: ________________________________________________________
Secretary

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hereunder shall in no event exceed the penal amount of this obligation as herein stated.  

The surety shall be responsible for all attorney fees and costs of suit and any additional municipal 
expenses incurred as a result of enforcement of this obligation.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to 
the terms of the said contract or in or to the plans or specifications herefor shall in anyway affect the 
obligation of said surety on its bond.

Sealed and Delivered in Presence of

________________________

________________________

a:\contract.
ITEM

CHAIN LINK FENCING

WORK INCLUDED: The work to be performed under this item, as specified herein and shown on the plans, shall include the removal and disposal of existing chain link fencing and fabric, existing rails, posts and fasteners, and the installation of chain link fencing of various heights, including gates, restoration of landscaping, concrete, the furnishing of all labor, equipment, materials, tools and supervision necessary to construct chain link fencing and all else necessary and incidental thereto.

MATERIALS: Chain link fence shall conform to AASHTO M 181. Fabric shall be #6 gauge 2” black vinyl coated fuse bonded type PVC – coated fabric shall also be zinc coated.

For six (4’) foot high fence:
Terminal posts shall be 3 inch diameter
Line posts shall be 2 1/2 inch diameter
Top and bottom rails shall be 1 5/8 inch diameter

For six (6’) foot high fence:
Terminal posts shall be 3 inch diameter
Line posts shall be 2 1/2 inch diameter
Top and bottom rails shall be 1 5/8 inch diameter

For twelve (12’) foot high fence:
Terminal posts shall be 4 inch diameter
Line posts shall be 3 inch diameter
Top, middle and bottom rails shall be 1 5/8 inch diameter

For arched backstop:
Roof #9 gauge vinyl coated fabric
Bottom #6 gauge vinyl coated fabric
Ribs 2 3/8” inch diameter
Bottom and Front Arch 2 7/8” inch diameter
Mid Rail 1 5/8 inch diameter

Carriage bolts, nuts, ties, stretcher bars and railing sleeves shall be galvanized with black polymer coating.

All posts and rails shall be galvanized with black polymer coating.

CLF-1
Plymouth Street Park Fence Installation

March 2020