TOWNSHIP OF PEQUANNOCK POMPTON RIVER DE-SNAGGING PROJECT PROPOSAL PAGE

Proposer Name:	Robbie Lane Enterprise	98	
Address of Firm:	38 Jacksonville Road To	owaco NJ 07082	
Phone Number:	973 769-2391	_ Fax Number:	
Print Name: <u>Marie</u>	P Lane	Title: Owner	
Services attached; that Bidding Documents at this proposal is accept services necessary to Contract to perform the Base Bid	he/she has examined the pland has determined the condict of the condict of the furnish and deliver all complete the required score Work of the Sum of:	Notice, Instructions, Affidavit aces of the work and all matter itions affecting the proposal an labor, material, equipment, trace of work, and hereby offer and No/100	s referred in the nd agrees that, if nsportation and to enter into a
,) in lawful money of our proposal atttached	the United States of America.	
Alternate Bid (as desc	ribed in the Description of	Work)	
N/A			_ dollars
(\$) in lawful money of	the United States of America.	
	se requirements shall be in mit any exceptions, he/she	ncluded with the proposal sumust meet all requirements.	abmitted. If the
Maria P L	'ane	9/23/2020	
Signature of Authorize	ed Agent	Date	

(Corporate Seal, if applicable)

Wage & Hour | Default View Printer Friendly | Store Query

Registered Public Works Contractors

Show Search Criteria

Results

Registered Contractors

<u>Download</u> <u>Contractor/Subcontractor</u> <u>Name</u>	r <u>Address Addr Line 1 Line</u>	ess City	County Stat	<u>te Zip</u>	Registration Date	n Expiration Date	Certif <u>N</u> (
Robbie Lane Enterprises	38 Jacksonville Rd	Towa	co Morris NJ	0708	2 07/18/2019	07/17/2020	72486.

New Search

Contractor

And Andrew

The Search

Proposal

Robbie Lane Enterprises
38 Jacksonville Road
Towaco New Jersey 07082
973 769-2391

Proposal Submitted Pequannock Twp		Client Phone	
Street	-	Job.Name	
Newark Pompton Turnpik	e	•	er De-Snagging Project
City, State, and Zip Code		Job Location:	•
Pompton Plain, NJ 07444			
Contractor Contact	Date of Proposal	Job Site Phone	
Robert Lane	September 21,2020	973 769-2391	
We hereby submit a Scot	e of Work and cost estima	ites for:	•
This proposal is based on the wor	rk descripting with in the specificat	tion and plans labele	ed Pompton River De-Snagging Project.
RLE (Robbie Lane Enterp	rises) will install and remov	e up to eight acc	cess roads as specified in plans.
RLE assumes all trees ove	r 6 inches in diameter may l	e left on top of	embankment on the Pequannock side of the
river for others to remove	if needed.		11 / 1 70 1 D /11001 - 1 1
		tricient to perfo	rm this task. If a larger Barge/skiff is needed
there will be additional fee	es. winch, and or 11 000 th even	vator if easily a	ccessible to pull large trees from river to top of
embankment	vinon, and or 11,000 to exca	raior ir casiry a	Addition to building and many many to tob or
RLE assumes no more that	n 8, 15yrd dumpsters are to	be used on this	project.
RLE assumes the de-snage	ging project are for removal	of items above	water level at the time that area specifically is
being worked on, RLE wil	I not be responsible for goir	ng back and rem	oving additional items if water levels lower
and expose new objects.			
RLE rate for 3 three men a	and overhead is \$3780.00 pe	er day.	ad numericalization to 9 against appears
Price Below is only for mobilizing, equipment ment		noned above at	in provining up to 8 access areas as
specified in the plans. The Bond for this project is only for providing access to the plant of		es roads and w	vill not include any work in the water due to
the ambiguous nature of	the project.	oo ivaaa and #	at its attached any mora at the mine and to
RLE	ti- al		
RLE assumes working hou	ars are within 7am to 6pm, 6	days a week.	
RLE assumes all permits a	nd fees are acquired and pa	id for by others	
RLE assumes no traffic co	ntrol will be needed for this	project and is n	not included in the total price
We propose to furnish metari	al and labor complete and in a	ccordance with th	e above specifications, for the lump sum of:
One Hundred One Thou	at and labor, complete and it a isand Five Hundred and i	10/100	Dollars (101,500.00).
Payment is due as listed abov		. —	` ' '
Conditions			
Any alterations or deviation from	the above specifications involving en and/or verbal approval from Cl	extra costs to RLE	
event of an emergency) and will	become an extra charge over and a	bove the estimate.	DIE Authorized Signature
Unforeseen delays may impact	the cost estimate. RLE and RLE	workers are fully	RLE Authorized Signature
insured. Proposal is valid for 14	days.		
Acceptance			
The above lump sum cost, materi	ial costs, scope of work and conditi	ons are	
satisfactory and hereby accepted. All necessary permit approvals by	You are authorized to begin work ave been received by Client. Payn	immediately. nent will be made	Client Signature
as outlined above.			
			Data
			Date

TICENZE

ов ыгливева

130H10355600

OLIAY 1S02\12020TO 03\31\202\

ELECTRICIAN'S

-PLEASE DETACH HERE

FYOUR LICENSEREGISTRATION CERTIFICATE ID CARD IS LOST PLEASE NOTIFY:

Home Improvement Centractors
P.O. Box 45016

NA TON

MeD yentothe of the Alence of welf welf welf welf to collect the state of the annual of the state of the stat

New Jersey Office of the Attorney General Division of Consumer Affairs State Of New Jersey

Home Improvement Contractors THIS IS TO CERTIFY THAT THE

HAS REGISTERED

ROBBIE LANE ENTERPRISES LLC Marie P Lane 638 A Main Rd Towaco NJ 07082

FOR PRACTICE IN NEW JERSEY AS A(N): Home Improvement Contractor

06/21/2020 TO 03/31/2021

13VH10355600 LICENSEREGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holde

NOT AN

TOWNSHIP OF PEQUANNOCK

OFFICE OF THE TOWNSHIP MANAGER PEQUANNOCK, NEW JERSEY 07044 (973) 835-5700 x. 133



CONTRACT SPECIFICATIONS & BID DOCUMENTS FAIR & OPEN PUBLIC SOLICITATION

REQUIREMENTS FOR:

Pompton River De-Snagging Project

BID OPENING DATE AND TIME: Wednesday, September 23, 2020 at 10:00 am

TOWNSHIP OF PEQUANNOCK POMPTON RIVER DE-SNAGGING PROJECT

DOCUMENT CHECKLIST

(Items Preceded by an asterisk (*) are required at the time of bid submission by N.J.S.A. 40A:11-23.2 and if omitted may not be subsequently submitted and cured by the governing body)

Required by Township of Pequannock	Item	Page	Initial each entry, and submit the required form if the box contains an ⊠
	Document Checklist - COMPLETE AND SIGN	i	
	Legal Notice to Bidders – READ	iii	
	Project Location, Project Contacts, Description of Work - READ	iv	
	Insurance Requirements - READ	A-4	
	Vendor Information Sheet - COMPLETE	A-14	
	Business Registration Certificate - SÜBMIT PRIOR TO AWARD	A-15	
	Public Works Contractor Registration Certificate - SUBMIT WITH BID	A-15	
\boxtimes	Mandatory Equal Employment Opportunity Language Exhibit B - Construction Contract - READ	A-16	
×	Affirmative Action Compliance Affidavit – Construction Contracts – COMPLETE & SIGN	A-19	
	New Jersey Anti-Discrimination Provisions - COMPLETE & SIGN	A-20	
	Americans with Disabilities Act of 1990 Language - COMPLETE & SIGN	A-21	
\square .	*Ownership Disclosure Certification Form - SIGN AND NOTARIZE	A-22	
	Acknowledgement of Principal - SIGN AND NOTARIZE	A-26	
	*Principal Subcontractor Declaration - COMPLETE & SIGN	A-27	
\boxtimes	Principal Subcontractor(s) Business Registration Certificate (if applicable) – SUBMIT PRIOR TO AWARD	A-28	
\boxtimes	Principal Subcontractor(s) Public Works Contractor Registration Certificate (if applicable) – SUBMIT WITH BID	A-28	
	Non-Collusion Affidavit - SIGN AND NOTARIZE	A-29	
	Prevailing Wage Compliance Declaration - COMPLETE & SIGN	A-30	
\boxtimes	Disclosure of Investment Activities In Iran - COMPLETE & SIGN	A-31	
×	*Bid Guarantee in the amount of 10% of total bid or as specified in the Legal Notice to Bidders - COMPLETE, SIGN & NOTARIZE	A-33	
	*Consent of Surety - COMPLETE, SIGN & NOTARIZE	A-34	
	Equipment Certification - COMPLETE AND SIGN	A-35	
	Performance Record to Accompany Form of Proposal - COMPLETE	A-36	
	Certification of Bidder's Status on the State Treasurer's List of Debarred, Suspended and Disqualified Contractors – COMPLETE, SIGN & NOTARIZE	A-40	
	*Acknowledgement of Receipt of Addenda - COMPLETE & SIGN	A-41	
	Special Conditions and Exceptions to Instruction to Bidders/Statutory Requirements – READ	A-42	,

TOWNSHIP OF PEQUANNOCK POMPTON RIVER DE-SNAGGING PROJECT

DOCUMENT CHECKLIST (CONTINUED)

	· · · · · · · · · · · · · · · · · · ·		
Required by Township of Pequannock	Item	Page	Initial each entry, and submit the required form if the box contains an ⊠
	Proposal Page - COMPLETE, SIGN AND SEAL	A-43	
	Prevailing Wage Determination For Morris County/Statewide dated - READ	В	
	AFTER AWARD OF CONTRACT		
	Signed Agreement - SIGN & SEAL		
	IRS Form W-9 - COMPLETE & SIGN		
	Certificate of Insurance - SUBMIT WITH EXECUTED CONTRAC	СТ	
	Performance Bond		
\boxtimes	Labor and Materials (Payment) Bond		
	Maintenance Bond		
Corpora	te Name: Robbie Lane Enterprises		
	24 1 0 1	ate:9/20/2020	
	ame: <u>Marie P Lane</u> Title: Owne	er	

TOWNSHIP OF PEQUANNOCK LEGAL NOTICE NOTICE TO BIDDERS

Pompton River De-Snagging Project

Sealed Proposals will be received by the Township of Pequannock, New Jersey, in the Manager's Office of the Municipal Building, 530 Newark-Pompton Turnpike, Pompton Plains, New Jersey, until 10:00 a.m. Prevailing Time, September 23, 2020.

Due to the current COVID-19 state of emergency and in order to limit possible exposure to pathogens, it is preferred that all bids be submitted by either regular mail, Federal Express or United Parcel Service and received at the offices of the Township of Pequannock – Office of the Township Manager, located at 530 Newark-Pompton Turnpike, Pompton Plains, New Jersey, 07444 prior to the time of opening at 10:00 a.m. on September 23, 2020. Bids received after the above time shall not be accepted and/or opened. All bids submitted shall be addressed exactly as follows:

Township Manager
Township of Pequannock
Municipal Building
530 Newark-Pompton Turnpike
Pompton Plains, NJ 07444
Attn: Bid Proposal – Pompton River De-Snagging Project

In accordance with Local Finance Notice 2020-10, bids shall be opened in a modified public format. In-person attendance by bidders and/or the general public shall not be permitted due to the current state of emergency. In lieu of same, all bidders shall be provided instructions for web-conference access prior to the opening. A live-stream link will also be posted on the Township's website prior to the opening for use by the general public. Following the opening of bids, the three lowest bids shall be available for review on the Township's website www.peqtwp.org.

The Township will not be responsible for Proposal submissions that are lost in transit or delivered late by the USPS or any other carrier service. All Proposals must be received in and stamped "RECEIVED" by the Township Manager's office prior to the date and time of bid opening. All Proposals not received on time will be returned unopened to the bidder.

In general, work consists of de-snagging an identified area of the Pompton River, as described in detail within the bid specification.

Beginning on August 21, 2020, Prescribed Bid Documents, Plans and Specifications, and other proposed Contract Documents may be obtained by e-mailing the office of the Township Manager at manager@peqtwp.org between the hours of 9:00 a.m. and 4:30 p.m., Monday through Friday, excluding legal holidays. There is no charge for the documents.

Each Proposal will be made upon the prescribed forms furnished with the Specifications, and will be accompanied by a Bidder's Certified or Cashier's Check drawn on a solvent bank, in the sum of ten percent (10%) of the amount bid, but in no case in excess of Twenty Thousand Dollars

(\$20,000.00), or in lieu of a Certified or Cashier's Check, a Bid Bond in the same amount prepared on the form of Bid Bond attached hereto, duly executed by the Bidder as principal and having as surety thereon a Surety Company approved by the Township of Pequannock. Such checks or Bid Bonds will be made payable to the Township of Pequannock, and will be by it held as a guaranty that in the event the bid is accepted and a Contract awarded to the Bidder, the Contract will be duly executed, and its performance properly secured, and in default thereof, said check or Bid Bond and the amount represented thereby will be retained by the aforesaid Township of Pequannock as liquidated damages.

Proposals will be accompanied, in the case of corporations not chartered in New Jersey, by proper certificate that such corporation is authorized to do business in the State of New Jersey.

Each Proposal will be enclosed in a sealed envelope bearing the name and address of the Bidder will be addressed as previously noted.

The Bidder to whom the Contract is awarded will be required to furnish a Performance Bond and a Payment Bond acceptable to the Township of Pequannock, each in the amount of one hundred percent (100%) of the contract, in conformity with the requirements of the Contract Documents.

In accordance with the requirements of the State of New Jersey Affirmative Action Program, Bidders are required to comply with the requirements of P.L. 1975, C127.

All Bidders must submit to the Township a Business Registration Certificate issued by the New Jersey Division of Revenue, PL 2004 c.57 (NJSA 52:32-44) and NJSA 40A:11-23.2. BRCs may be submitted with Bids but must be submitted prior to the execution of a contract.

Simultaneously with the submission of bids, the corporation or partnership so bidding will furnish a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or greater therein pursuant to Chapter 33, P.L. 1977. Bids will be REJECTED if they do not contain this disclosure statement.

Bidders are notified that they must pay workmen the prevailing wage rate as determined by the New Jersey Department of Labor and Industry for the project, pursuant to the "New Jersey Prevailing Wage Act" - Chapter 150 of the Laws of 1963.

The right is hereby reserved to reject any and all bids or any part thereof or to waive any minor informalities or irregularities and to accept any bid or bids if deemed in the best interest of the Township of Pequannock to do so.

TOWNSHIP OF PEQUANNOCK

Adam W. Brewer, Township Manager

PROJECT LOCATION

The site of work to be performed under this Contract is located within the Township of Pequannock, in the County of Morris, New Jersey as designated in these Specifications and accompanying plans.

PROJECT CONTACTS

Purchasing Contact (Contracting Agent)
Adam W. Brewer, QPA
Township Manager
530 Newark-Pompton Turnpike
Pompton Plains, NJ 07444
(973) 835-5700 ext. 133
abrewer@peqtwp.org

Consulting Engineering Contact
Richard B. Schommer, Jr., PE.PP
Vice President
H2M Associated, Inc.
119 Cherry Hill Road – Suite 110
Parsippany, NJ 07054
rschommer@h2m.com
862-207-5900

DESCRIPTION OF WORK

The Township of Pequannock intends to clear and de-snag any apparent and easily accessible debris within a reach of the Pompton River in order to improve stream flow within the stream channel. This may include, but is not limited to, the removal of fallen tree branches and limbs, including trees leaning 45 degrees or more over the channel, and removal of household and commercial rubbish, trash and debris.

The extent of the de-snagging operations begins at a northerly limit at Jackson Avenue and extends southerly to the municipal boundary with the Borough of Lincoln Park. The activities are limited to the areas from the western embankment to the approximate midstream portion of the Pompton River in the Township of Pequannock.

Only de-snagging of the stream will be performed under this project. The project does not involve the discharge of any fill material in the Pompton River. No dredging, desilting or other activities are proposed at this time.

All work shall be performed in accordance with the Project Plans included as Appendix A of these bid documents.

The Township has obtained a Flood Hazard Area General Permit No. 1, for Channel Cleaning under the Stream Cleaning Act, from the New Jersey Department of Environmental Protection (NJDEP). All work shall be performed in accordance with the NJDEP permit and the conditions provided with that permit, a copy of which is included as Appendix B of these bid documents.

The contractor shall provide all labor, materials and equipment necessary to complete the work in accordance with the Project Plans, the NJDEP Permit and the other requirements of these bid documents.

The project includes a base bid for all work described within the Project Plans, Appendix A, including the disposal of all material.

The project also includes an alternate bid, which shall be all work completed as described within the Project Plans, Appendix A; however, for the alternate bid, the contractor may leave the chips from material that can be chipped in piles at the staging areas.

SECTION A INSTRUCTIONS TO BIDDERS AND STATUTORY REQUIREMENTS

I. SUBMISSION OF BIDS

- A. Sealed bids shall be received by the Township of Pequannock, hereinafter referred to as "Owner," in accordance with public advertisement as required by the laws of the State of New Jersey, with a copy of said Legal Notice being attached hereto and made a part of these specifications.
- **B.** Sealed bids will be received by the Township Manager as stated in the Legal Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. One (1) original and one (1) copy of the bid shall be submitted in a sealed envelope: (1) addressed to the Township Manager's Office, 530 Newark-Pompton Turnpike, Pompton Plains, New Jersey 07444, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "SEALED BID" with the contract title being bid, as fully described in the Notice to Bidders.
- D. It is the bidder's responsibility to present bids to the owner prior to or at the time and at the place designated. Bids must mailed; however, the owner disclaims any responsibility for bids forwarded by regular or overnight mail. Bids sent by express mail or delivery service must either 1) include the designation in sub-section C, above on the outside of the express mail or service envelope; or 2) must be in a separate envelope inside the delivery envelope and the envelope marked as required above. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded to the Owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. More than one bid from an individual, a firm or partnership, a corporation or association under the same names shall not be considered.
- G. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be cause for rejection by the owner in accordance with applicable law. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- H. Each bid proposal form must give the full business address, business phone, fax, e-mail, the contact person of the bidder, and be signed by an authorized representative as follows:
 - Bids by partnerships must be signed in the partnership name by one of the members of the
 partnership or by an authorized representative, followed by the signature and designation of the
 person signing.
 - Bids by corporations must be signed in the legal name of the corporation, followed by the name of
 the State in which incorporated and must contain the signature and designation of the president,
 secretary or other person authorized to bind the corporation in the matter.
 - Bids by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- I. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:
 - N.J.S.A. 2C:21-34 et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - Bidder should consult the statutes or legal counsel for further information.
- J. Pay-to-Play Disclosure Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC)

pursuant to *N.J.S.A.* 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary, Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.nj.gov.

K. Bid packages are available from the Office of the Township Manager unless otherwise indicated in the Notice to Bidders.

II. BID SECURITY AND BONDING REQUIREMENTS

The following provisions if indicated by an \boxtimes on the submission checklist, shall be applicable to this bid and be made a part of the bid documents:

A. BID GUARANTEE

If required, Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the owner. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the Owner. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

The Bid Bond shall include a valid Power of Attorney authorizing the Attorney-in-Fact to execute the documents. Failure to submit a bid guarantee shall result in rejection of the bid. Submission of the AIA Document 310, or any other form limiting or potentially limiting the penal sum of the bond to any amount less than 10% of the bid price not to exceed \$20,000 (such as forms of bond that limit the penal sum to the difference between damages or the bid price and the Owner's cost of the Work), do not meet the statutory requirements of N.J.S.A. 40A:11-21and shall be cause for rejection of the bid.

B. CONSENT OF SURETY

If required, Bidder shall submit with the bid a Certificate (Consent) of Surety with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey, and acceptable to the Owner stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

The Consent of Surety shall include a valid Power of Attorney authorizing the Attorney-in-Fact to execute the documents. Failure to submit a Consent of Surety form shall result in rejection of the bid.

C. PERFORMANCE BOND

If required, the successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

The Performance Bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to *N.J.S.A.* 17:31-5. For multi-year contracts, the Performance Bond may be resubmitted each year on the Contract Anniversary Date for the amount remaining on the contract.

Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.

D. LABOR AND MATERIAL (PAYMENT) BOND

If required, the successful bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a Labor and Material (Payment) Bond with the Performance Bond shall be cause for declaring the contract null and void.

E. MAINTENANCE BOND

If required, upon acceptance of the work by the Owner and prior to release of the Performance Bond and any retainage held by the Owner, the contractor shall submit a Maintenance Bond, pursuant to N.J.S.A. 40A:11-16.3, in an amount not to exceed 15 % of the project costs guaranteeing against defective quality of work or materials for the period of: ___1 year or ___2 years. A MAINTENANCE BOND IS NOT REQUIRED FOR THE POMPTON RIVER DE-SNAGGING PROJECT

INTERPRETATION, ADDENDA AND DISCREPANCIES III.

- The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the owner. The bidder accepts the obligation to become familiar with these specifications.
- Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the Contracting Agent with a copy to the Engineer/Architect no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and have no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the Owner of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.
- No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the Contracting Agent. In order to be given consideration, a written request must be received at least three (3) business days prior to the date fixed for the opening of the bid for goods and services.
- D. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents and shall be acknowledged by the bidder in the bid by completing the Acknowledgement of Receipt of Addenda form. The owner's interpretations or corrections thereof shall be final.
- Pursuant to N.J.S.A. 40A:11-23(c)(1) when issuing addenda, the owner shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package. They will be sent from an email at the @peqtwp.org domain and/or confirmed facsimile transmission. It is recommended that bidders include this domain in the recipient email's contact list to ensure it is not routed to a junk or spam email folder.
- Discrepancies in Bids

If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the Owner of the extended totals shall govern.

- Alternate Bids and Unit Prices for the various portions of work or Contracts shall be as stated in other Sections of the Specifications.
 - The Owner reserves the right to award a Contract based upon the possible inclusion of one or more alternate bids. The amounts of the alternate bids shall include any and all modifications to related, adjacent or surrounding work made necessary by use of such alternate bids. No conditions, limitations or provision may be placed on a bid.
- H. Optional Pre-Bid Conference

If stated in the Notice to Bidders and checked below:

A Pre-Bid Conference will not be held. Bidders may familiarize themselves with the site at their
convenience.
A pre-bid conference for this proposal will be held on
Attendance is not mandatory, but is strongly recommended. Failure to attend does not relieve the
bidder of any obligations or requirements.

IV. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
- B. When a specification uses "brand name or equivalent," the listed brand name shall serve as a reference or point of comparison for the functional or operational characteristic desired for the good or service being requested. Where a bidder submits an equivalent, it shall be the responsibility of the bidder to document the equivalence claim. Failure to submit such documentation shall be grounds for rejection of the claim of equivalence.
- C. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.
- D. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

V. INSURANCE AND INDEMNIFICATION

The insurance documents indicated by an \square shall include but are not limited to the following coverages. The successful bidder shall provide coverage so that all insurance coverage must be in effect no later than 12:01 A.M. EST at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions. Coverage shall not be terminated unless and until the Owner shall have acknowledged in writing to the Contractor that the Owner's insured have placed permanent insurance for the facility. All other policies required under this Contract shall remain in effect in full force and effect until the Contractor's Maintenance Bond, if required, has been released.

A. INSURANCE REQUIREMENTS

☑ 1. Worker's Compensation Insurance

Worker's Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to *N.J.S.A.* 34:15-12(a) and *N.J.A.C.* 12:235-1.6. Policy shall ensure coverage for all of the Contractor's employees directly or indirectly engaged in the performance of this contract. This insurance shall have an Employer's Liability Insurance limit of not less than \$1,000,000 for Bodily Injury by accident, \$1,000,000 for occupational disease and \$1,000,000 aggregate limit.

2. Comprehensive General Liability Insurance

General Liability insurance shall be provided with limits of not less than \$1,000,000 for any one person and \$1,000,000 for any one accident for bodily injury and \$2,000,000 general aggregate for property damage, and shall be maintained in full force during the life of the contract. The Commercial General Liability Insurance shall include the Broad Form Property Damage Liability Endorsement, as well as coverage for explosion, collapse and underground (XCU) hazards as completed operations and products liability coverage. Blanket Contractual Liability Insurance must include, expressing insuring the Contractor's liability for occurrences assumed by the Contractor under this Contract.

 Automotive Liability insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000 for any one person and \$1,000,000 for any one accident for bodily injury and \$1,000,000 each accident for property damage, shall be maintained in full force during the life of the contract.

- Owner's and Contractors' Protective Liability Insurance $\times 4$. Liability Insurance with a limit of not less than \$1,000,000 combined single limit for bodily injury and property damage.
- Umbrella Liability Insurance **⊠** 5. Umbrella Liability Insurance coverage of at least as broad as that provided by the Commercial General Liability Insurance and Comprehensive Automobile Liability Insurance required above, with a limit of not less than \$5,000,000 combined single limit for bodily injury and property damage.
- Builder's Risk Insurance **⊠** 6. Builder's Risk Insurance covering the project under construction in an amount equal to the accepted bid price of the Contract. The insurance shall cover all risks of physical loss and damage including but not limited to theft, vandalism and malicious mischief, collapse, earthquake, flood and water damage, and shall include damages, losses of expenses arising out of or resulting from any insured loss incurred in the repair or replacement of any insured property (including but not limited to the fees and charges of engineers, architects, attorneys, and other professionals). The insurance may have a deductible not to exceed \$5,000 which may be borne by the Contractor.
- Other Forms of Insurance required in these bid specifications.

B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the Owner as a Certificate Holder and as an Additional Insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the Owner as an additional insured.

INDEMNIFICATION

The contractor shall indemnify and hold harmless the Owner, its officers, agents, servants, and employees from all claims, suits or actions, and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from a) negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract; and, b) the use of any copyrighted or copyrighted composition, valid trademark, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.

- D. Subcontractor's shall be required by the Contractor to provide the same type of insurance as required of the principal Contractor, but within the limits as follows:
 - 1) Worker's Compensation and Employer's Liability Insurance \$500,000
 - 2) Commercial General Liability Insurance \$1,000,000
 - 3) Comprehensive Automobile Liability Insurance \$1,000,000

The contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained submitted and approved by the Township. Approval of the insurance by the Township shall not relieve or decrease the liability of the Contractor hereunder. Certificates and policies of insurance covering each subcontractor shall also be filed with the Township before any work is begun by a subcontractor and shall expressly state the same indemnification language as indicated above.

VI. PRICING INFORMATION FOR PREPARATION OF BIDS

- A. The Owner is exempt from any local, state or federal sales, use or excise tax. The owner will not pay for New Jersey State Sales and Use Tax that are included in any invoices.
- **B.** Estimated Quantities (Open-End Contracts): The Owner has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to *N.J.A.C.* 5:30-11.2 and 11.10. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.
- C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.
- D. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the Owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.
- E. In the event of a public emergency declared at the local, state or federal level prior to the expiration of the contract, if the Owner opts to extend terms and conditions of the contract, the contractor agrees to extend the terms and conditions of this specification, whether existing or expiring for no longer than six months, for goods and/or services for the duration of the emergency.

VII. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of *N.J.S.A.* 10:5-31 et seq. and *N.J.A.C.* 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (hereafter "Division") and provided below. The contract will include the language included in this specification.

1. Construction Contracts

Upon award of a construction contract, the contractor must access Form AA-201, the Initial Project Workforce Report. The Division of Public Contracts Equal Employment Opportunity Compliance has web-enabled Form AA-202, Monthly Project Workforce Report for Construction Contractors. Vendors and contractors may obtain these forms directly from the Division by accessing the following: www.nj.gov/treasury/contract_compliance. Contractors and vendors are responsible for sending copies of the forms to the Owner and the Division.

Proper completion and submission of these reports shall constitute evidence of the contractor's compliance with the regulations. Failure to submit these forms may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Owner and the Division. After notification of award, but prior to signing a construction contract the EEO/AA evidence must be submitted. The Owner shall retain the Affirmative Action evidence in the bid file for review by the Division.

All successful Construction Contractors must submit the following as evidence:

- Complete Form AA-201 (Initial Project Workforce Report).
- ii. This report must be submitted to the Owner after notification of award but prior to signing a contract.

The contractor shall submit Form AA-202 (Monthly Project Workforce Report) to the Owner and to the Division of Public Contracts Equal Employment Opportunity iii. Compliance once a month thereafter for the duration of the contract.

B. NEW JERSEY ANTI-DISCRIMINATION

The contract for this bid shall require that the contractor agrees not to discriminate in employment and agrees to abide by all anti-discrimination laws including but not limited to N.J.S.A. 10:2-1 as included in this document.

AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. If awarded the contract, the contractor is required to comply with requirements related to the Americans with Disabilities Act as provided in this specification. The contractor is obligated to comply with the Act and to hold the Owner harmless for any violations committed under the contract.

D. STATEMENT OF OWNERSHIP

N.J.S.A. 52:25-24.2 provide that no business organization, regardless of form of ownership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the ten percent ownership, has been listed.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

PROOF OF BUSINESS REGISTRATION

Pursuant to N.J.S.A. 52:32-44, the Owner ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s). Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- 3. the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, 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 the State. Any questions in this

regard can be directed to the Division of Taxation at 609-292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to *N.J.S.A.* 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts. For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

F. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

N.J.S.A. 52:32-55 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Bidders must indicate if they comply with the law by certifying the form. Pursuant to *N.J.S.A.* 40A:11-2.1 the owner is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

G. AMERICAN GOODS AND PRODUCTS RO BE USED WHERE POSSIBLE

Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.

If indicated by a \boxtimes on the Document Checklist, the following items are mandatory requirements of the bid proposal and contract.

H, DOCUMENT CHECKLIST

Bidder shall complete and sign the Bid Submission Document Checklist and include it in the bid submission. For construction bids, failure to submit the checklist is a fatal defect and the bid will be rejected. This document serves as a guide to bidders of the documents that are required to be submitted with the bid.

I. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and submitted with the bid proposal.

J. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-1.1 et seq.). All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s) pursuant to N.J.A.C. 8:59-5. "Container" means a receptacle used to hold a liquid, solid or gaseous substance such as bottles, bags, barrels, cans, cylinders, drums and cartons. (N.J.A.C. 8:59-1.3). Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished. All containers which are stored at an owner's facilities by the contractor or subcontractors shall display RTK labeling. Vendors with questions concerning labeling should contact the New Jersey Department of Health and Senior Services Right to Know Program for assistance in developing proper labels (www.nj.gov/health/workplacehealthandsafety/right-to-know).

K. PREVAILING WAGE ACT

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. In the event it is found that any worker, employed by the contractor or any subcontractor has been paid a rate of wages less than the prevailing wage required to be paid, the owner may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a

failure to pay required wages and the contractor and subcontractor then be required to continue the work to completion or otherwise.

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 *N.J.A.C.* 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at http://lwd.dol.state.nj.us/labor/wagehour/wagerate/pwr_construction.html.

L. PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub- contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.] It applies to contractors based in New Jersey or in another state.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at www.state.nj.us/labor/lsse/lspubcon.html.

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

M. EQUIPMENT CERTIFICATION

Bidder shall certify on the Equipment Certification form that they control or have access to equipment necessary to do the required work if awarded the contract. If the bidder does not own or lease the equipment, a certification from the owner of the equipment that the bidder will have access to the equipment is required with the bid. (N.J.S.A. 40:11-20)

VIII. METHOD OF CONTRACT AWARD

- **A.** A bid which does not conform with the requirements of Form of Bids or which contains any addition, condition or other irregularity is subject to the Owner's rights set forth below.
- B. The Bidder acknowledges the right of the Owner to conduct a Bid verification Meeting(s) with the apparent low bidder(s) prior to contract award. The purpose of the meeting is to review in detail the requirements of the Contract Documents in order to verify the Bidder's understanding of the project, and evaluate the validity of the bid and the bidder's ability to meet the requirements of the Contract in accordance with his bid. The bidder further acknowledges the Owner's right of bid evaluation set forth below and the intention to make a written record of the Bid Verification Meeting a part of the written Agreement/Contract with the Owner.
- C. Should the bidder refuse to participate in the bid verification process or to subsequently enter into such Contract or fail to furnish the required bonds and insurance, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.
- D. The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see SECTION X, TERMINATION OF CONTRACT, Sub-section E, for additional information.
- E. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.

- F. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.
- G. The owner may also elect to award the contract on the basis of unit prices.
- H. The form of contract shall be submitted by the owner to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the owner; material exceptions shall not be approved.
- I. Successful bidder/respondent shall complete W-9 Form and submit to the owner prior to contract award. The form is available at the following link: www.irs.gov/pub/irs-pdf/fw9.pdf

IX. CAUSES FOR REJECTING BIDS

The Owner reserves the right to waive any minor irregularities or informalities in the bids and accept the bid, which in the Owner's judgment will best serve its interests. Bids may be rejected for any of the following reasons.

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the owner may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

X. TERMINATION OF CONTRACT

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the Owner shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the Owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the Owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.
- C. The contractor agrees to indemnify and hold the Owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.
- D. In case of default by the contractor, the Owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Owner reserves the right to cancel the contract.
- F. It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, novation, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new Owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Owner.
- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Owner.

- H. The Owner may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.
- The contractor shall maintain all documentation related to products, transactions or services under this
 contract for a period of five years from the date of final payment. Such records shall be made available
 to the New Jersey Office of the State Comptroller upon request.
- J. For contracts that exceed one year, each fiscal year payment obligation of the Owner is conditioned upon the availability of Owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the bidder awarded the contract (contractor) hereunder, whether in whole or in part, the Owner at the end of any particular fiscal year may terminate such services. The Owner will notify the contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Owner to terminate the contract during the term, or any service hereunder, merely in order to acquire identical services from another contractor.
- K. Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of a contract if the fulfillment of any term or provision of the contract is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of the contract is delayed or prevented by any court order, or action or injunction or other such agreement, the contract shall become voidable by the owner by notice to the parties.

XI. PAYMENT

- **A.** No payment will be made unless duly authorized by the Owner's authorized representative and accompanied by proper documentation.
- B. Payment will be made in accordance with the Owner's policy and procedures. Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and this proposal.
- C. The Owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:
 - Deliverables not complying with the project specification;
 - 2. Claims filed or responsible evidence indicating probability of filing claims;
 - A reasonable doubt that the contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

D. Public funds may be used to pay only for goods delivered or services rendered. The owner shall not pay penalties and/or interest on overdue bills unless otherwise required by law. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the owner to pay additional fees.

E. PROMPT PAYMENT OF CONSTRUCTION CONTRACTS

Prime Contractor shall be paid according to the guidelines set forth in N.J.S.A. 2A:30A-1 et seq. provided:

- 1. The contractor has performed in accordance with the contract; and
- 2. The work has been approved and certified by the Township's authorized representative, and
- That a written statement identifying any discrepancies in the work has not been sent by the Township to the contractor explaining any amount withheld and the reason for withholding payment.
- 4. If any or all of the work associated with this bill is disputed, the portion of work which is not being questioned shall be paid in accordance with N.J.S.A. 2A:30A-1 et seq. A written explanation of any discrepancies shall be sent to the contractor no more than twenty days from the billing date.

If the foregoing conditions have been met, the Township shall pay the bill not more than thirty (30) calendar days after the billing date, or after the next Council Meeting date, whichever is less.

XII. OTHER PROVISIONS

- A. Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information. If awarded the bid, the contractor shall:
 - 1. Not use or disclose protected health information other than as permitted or required by law
 - 2. Use appropriate safeguards to protect the confidentiality of the information
 - 3. Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold the Owner harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

- B. The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the Owner to the successful bidder (contractor) for the purpose of assisting the contractor in the performance of this contract. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.
 - The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Owner. Any information supplied to the owner may be required to be supplied on CD/DVD or USB flash drive media compatible with Microsoft Windows and Microsoft Office Suite 2010 or greater.
- C. Under state and federal statutes, certain government records are protected from public disclosure. The owner, the contractor and any subcontractors have a responsibility and an obligation to safeguard from public access an employee's personal information with which it has been entrusted when disclosure thereof would violate the employee's reasonable expectation of privacy. All payroll, personnel and health insurance related files are confidential. Additionally, the contractor and any subcontractors may be privy to sensitive law enforcement information or investigations during their review which must remain confidential. The owner retains the right to make any public disclosure under the law. Also, among government records deemed confidential are administrative or technical information regarding computer hardware, software and networks that, if disclosed, would jeopardize computer security. The contractor and any subcontractor(s) are prohibited from the sale or distribution of all supplied information to any third party.
- **D.** Proof of licensure for any activity regulated by the State of New Jersey and required to do the work required under this specification, for either the firm or the person responsible for the work, shall be provided as required by the owner.
- E. When Required Criminal Background Checks, Harassment, Intimidation and Bullying
 - 1. After award of the contract, but before the commencement of work under the contract, the contractor shall provide proof to the Owner that each worker assigned to a project involving contact with children has had a criminal history background check, and that said check indicates that no criminal history record information exists on file in either the Identification Division of the Federal Bureau of Investigation or the State Bureau of Identification which would disqualify said employee from employment. Failure to provide proof of a criminal history background check for any employee at a school location will be deemed a breach of contract by the Contractor.
 - If it is discovered during the course of the contract that either: (a) an employee with disqualifying criminal history record information on file or (b) any employee who has not had a criminal history

background check is working at a contract school location, said employee is to be immediately removed by the Contractor. Failure to immediately remove said employee either upon notification by the Owner or discovery by the contractor shall constitute a material breach of contract. Proof of clearance by the Department of Education or a temporary waiver pending receipt of qualification to work from the Department of Education shall provide proof to the Owner prior to assignment and commencement of work of each employee.

- 3. Pursuant to P.L. 2010, c.122, all contracted service providers, defined as any organization that is a party to a contract or agreement for services with the Owner, and all employees of contracted service providers are required to comply with the provisions of the Owner's anti-bullying policy. Contracted service providers and their employees shall verbally report any act of harassment, intimidation or bullying of a student on the same day on which the act was witnessed, or on the same day on which reliable information that a student has been subject to harassment, intimidation or bullying was received, and shall report the same in writing within two (2) school days. All verbal and written reports of harassment, intimidation or bullying of a student shall be made to the school principal or to any school administrator or safe schools resource officer. Reports may be made anonymously in accordance with the reporting procedure as set forth in the anti-bullying policy. The Owner shall provide to all contracted service providers and their employees a copy of the Owner's anti-bullying policy and information regarding the policy.
- F. Retainage Retainage in an amount of 2% of the contract amount will be withheld until such time as the Township and/or the Township's identified representative has determined that the work has been completed to such a point that it may be released.

TOWNSHIP OF PEQUANNOCK, NEW JERSEY VENDOR INFORMATION SHEET

Robbie Lane Ente	erprises
ksonville Road To	owaco NJ 07082
•	
61281648	
RER:	
ODER A DINIC PID	Robert Lane
PREPARING DID.	EYT
9/3/69-2391	EXT
RSON FOR CORR	RESPONDENCE REGARDING THE PROPOSAL
acksonville Road	Towaco NJ 07082
co 2204	TAY NU IMRER
09-2381	FAX NUMBER:
ropermane@nc	otmail.com
<u>PROJ</u>	ECT COORDINATOR
: Robbie Lane E	Enterprises
Jacksonville Roa	ad Towaco NJ 07082
073_769_2391	
973-700 200 .	
	-2391
TACT: Robert L	Lane
	61281648 BER: PREPARING BID: 973 769-2391 RSON FOR CORE Lane acksonville Road 69-2391 robertrlane@ho PRO Robbie Lane E Jacksonville Roa 973-769-2391 MBER: 973-769

AS A PROFESSIONAL COURTESY, PLEASE PLACE HERE A PHOTOCOPY OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

&

NEW JERSEY PUBLIC WORKS
CONTRACTOR REGISTRATION
CERTIFICATE (IF APPLICABLE)
FOR THE PRINCIPAL BIDDER

(REVISED 4/10)

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) & N.J.A.C. 7:27-1.1 et seq.

CONSTRUCTION CONTRACTS

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

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

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by *N.J.A.C.* 17:27-7.2; provided, however, that the Department of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Department of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Department of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with *N.J.A.C.* 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

A. If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior

to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

- B. If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
 - To notify the public agency compliance officer, the Department of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
 - To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
 - 4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
 - 5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
 - 6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - i. The contactor or subcontractor shall interview the referred minority or women worker.
 - ii. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Department of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

- iii. The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Department of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
- iv. If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Department of LWD, Construction EEO Monitoring Program.
- 7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Department of LWD, Construction EEO Monitoring Program and submitted promptly to the Department of LWD, Construction EEO Monitoring Program upon request.
- C. The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprentice- ship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

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

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

AFFIRMATIVE ACTION COMPLIANCE AFFIDAVIT

N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27

CONSTRUCTION CONTRACTS

Upon award of a construction contract, the contractor must access Form AA-201, the Initial Project Workforce Report. The Division of Public Contracts Equal Employment Opportunity Compliance has web-enabled Form AA-202, Monthly Project Workforce Report for Construction Contractors. Vendors and contractors may obtain these forms directly from the Division by accessing the following: www.nj.gov/treasury/contract_compliance. Contractors and vendors are responsible for sending copies of the forms to the Owner.

Proper completion and submission of these reports shall constitute evidence of the contractor's compliance with the regulations. Failure to submit these forms may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Owner and the Division. After notification of award, but prior to signing a construction contract the EEO/AA evidence must be submitted. The Owner shall retain the Affirmative Action evidence in the bid file for review by the Division.

All successful Construction Contractors must submit the following as evidence:

- Complete Form AA-201 (Initial Project Workforce Report).
- 2. This report must be submitted to the Owner after notification of award but prior to signing a contract.
- 3. The contractor shall submit Form AA-202 (Monthly Project Workforce Report) to the Owner and to the Division of Public Contracts Equal Employment Opportunity Compliance once a month thereafter for the duration of the contract.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of *N.J.S.A.* 10:5-31 and *N.J.A.C.* 17:27 and agrees to furnish the required forms of evidence.

The undersigned contractor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of *N.J.S.A.* 10:5-31 and *N.J.A.C.* 17:27.

COMPANY: Robbie Lane Enterprises	SIGNATURE: Marie P Lane		
PRINT NAME: Marie P Lane	TITLE: Owner		
DATE: 09/20/2020	•		

NEW JERSEY ANTI-DISCRIMINATION PROVISIONS

N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

The undersigned contractor further understands that his/her bid shall be rejected as nonresponsive if said contractor fails to comply with the requirements of N.J.S.A. 10:2-1 et seq.

COMPANY: Robbie Lane Enterprises	SIGNATURE: Marie P Lane
PRINT NAME: Marie P Lane	TITLE: Owner
DATE:	

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the Township of Pequannock, (hereafter "Township") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the 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's 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 been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the 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 the Agreement or otherwise at law.

The undersigned contractor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq).

(the "Act") (42 U.S.C. S121 01 et seq).	Maria Plana
COMPANY: _Robbie Lane Enterprises	SIGNATURE: Marie P Lane
PRINT NAME:Marie P Lane	TITLE: Owner
DATE:9/20/2020	

STATEMENT OF OWNERSHIP OWNERSHIP DISCLOSURE CERTIFICATION FORM

Required pursuant to 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

This Statement Shall be included.	
Robbie Lane Enterprises	
Name of Business:	
Address of Business	
Name of person completing this form: Marie P Lane	
	the awarded any contract

"No corporation, partnership, or limited liability company shall be awarded any contract N.J.S.A, 52:25-24.2: 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.

CONTINUED ON NEXT PAGE

STATEMENT OF OWNERSHIP OWNERSHIP DISCLOSURE CERTIFICATION FORM (CONTINUED)

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

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:
	e Proprietorship (skip Parts II and III, sign and notarize at the end)
☐ No	n-Profit Corporation (skip Parts II and III, sign and notarize at the end)
☐ Par	rtnership 🔲 Limited Partnership 🔲 Limited Liability Partnership
X Lir	nited Liability Company
	r-profit Corporation (including Subchapters C and S or Professional Corporation)
☐ Oti	her (be specific):
PART II	
in pa me	ertify that the list on the next page contains the names and addresses of all stockholders the corporation who own 10 percent or more of its stock, of any class, or of all individual rtners in the partnership who own a 10 percent or greater interest therein, or of all embers in the limited liability company who own a 10 percent or greater interest therein, the case may be.
	OR
of int	ertify that no one stockholder in the corporation owns 10 percent or more of its stock, any class, or no individual partner in the partnership owns a 10 percent or greater erest therein, or that no member in the limited liability company owns a 10 percent or eater interest therein, as the case may be.

CONTINUED ON NEXT PAGE

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

Sign and notarize the form below, and, if necessary, complete the list below. (Please attach additional sheets if more space is needed):

iditional sieces	
Marie P Lane	Name:
Jame:38 Jacksonville Road Jome Address:	Home Address:
Towaco NJ 07082	
Name:	Name:
Name:Home Address:	Home Address:
	Name:
Name:	
Name:	Name:
Home Address:	Home Audiess,
	Name:
Name:	Flome Address:
Home Address:	
	Name:
Name:	Home Addition
Lionie Address	

CONTINUED ON NEXT PAGE

STATEMENT OF OWNERSHIP OWNERSHIP DISCLOSURE CERTIFICATION FORM (CONTINUED)

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

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 and address of each person that holds a	of each publicly traded entity as well as the name a 10 percent or greater—beneficial interest.
	OR
Cubmit here the links to the Websites (URLs) containing the last annual filings with
the federal Securities and Exchange Co	ommission or the foreign equivalent.
the federal Securities and Exchange Co	Million of the state of the sta
	AND
person holding a 10 percent or greater ber	ers of the filings containing the information on each neficial interest.
Subscribed and sworn before me this	
day of, 202 0	Affiant Signature
- n III	Affiant Name and Title
Notary Public	
Commission Expires:(Notary Stamp/Seal)	(Corporate Seal, if appropriate)

END OF STATEMENT OF OWNERSHIP

ACKNOWLEDGEMENT OF PRINCIPAL

• • • • • • • • • • • • • • • • • • • •	•
TATE OF New Jersey	
Morris) SS:	
OUNTY OF)	
A CORPORATION E IT REMEMBERED, that on this day of the subscriber, a Notary Public of the State of New Je the sworn on his/her oath, doth depose and make the sistant Secretary of the making of this Instrument ha	is the President of said Corporation; that the seen duly authorized by a proper resolution of the
loard of Directors of said Corporation, and Corpora	well knows the corporation sear of said Corporation sear of said Instrument ation seal and was thereto affixed and said Instrument voluntary act and deed and as and for the voluntary nent, who thereupon subscribed his/her name thereto
III Transcent	CO LANGON
	Signature of Secretary or Signature of Assistant Secretary
Sworn to and subscribed before me, a Notary Public On this and and descand he acknowledged to me that he executed the sa	known to me to be one of the foregoing instrumen
	Signature
	3.6
IF AN INDIVIDUAL Sworn to and subscribed before me, a Notary Publication of	ic in the State of 202 <u>0</u> before me personally can the person described in and who executed the foregoi
O this	i and who executed the and
instrument, and acknowledged that he executed the	le same, no tox x
	Signature
Subscribed and sworn to before me this	
day of, 202	
·	
Notary Public	
Commission Expires: (Notary Stamp/Seal)	

PRINCIPAL SUBCONTRACTOR DECLARATION

The bidder if awarded the contract must perform a minimum of fifty (50%) of the work by their own forces and the bidder shall not broker or sublet any portion of the contract that would exceed fifty (50%) of the Total Contract Price. The bidder must list any and all subcontractors expected to be used in the performance of this contract with the expected contract price for the subcontractor, which shall be consistent with the unit prices contained within this proposal. Failure to list the subcontractor and/or contract price shall deem this proposal unresponsive and incomplete and rejected by the Township. The Bidder shall set forth the Nature of Work for which the subcontractor has submitted a price quote and which the bidder has agreed to award to each subcontractor should the bidder be awarded the contract.

The bidder shall be required to supply other required forms for each subcontractor, including but not limited to, the subcontractor's Statement of Ownership and Certificate of Employee Information, by or before contract execution.

The undersigned bidder declares that the subcontractors listed below will be used as subcontractors to complete certain portions of the work in this project. The bidder shall not list alternate subcontractors.

SUBCONTRACTOR NAME	ADDRESS	NATURE OF WORK	<u>CONTRACT</u> <u>PRICE</u>
N/A			
	-		
CHECK HERE IF NO SU	BCONTRACTOR	RS WILL BE USED ON THI	S PROJECT
ATTACH ADDITIONAL SH	EETS IF NECESS	SARY	
NAME OF BIDDER:Robb	ie Lane Enterpr	ises	
ADDRESS: 38 Jacksonville	le Road Towacc	NJ 07082	
BIDDERS SIGNATURE: 7/			E: 9/20/2020

AS A PROFESSIONAL COURTESY, PLEASE PLACE HERE A PHOTOCOPY OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

&

NEW JERSEY PUBLIC WORKS
CONTRACTOR REGISTRATION
CERTIFICATE (IF APPLICABLE)

FOR ALL PRINCIPAL
SUBCONTRACTORS LISTED ON
PREVIOUS PAGE

NON-COLLUSION AFFIDAVIT

STATE OF New Jersey)	
COUNTY OF Morris) SS:	
'	iding in(name of municipality)
I, Marie Lane resi	iding in (name of municipality)
(name or arrang)	and State of New Jersey
of full age, being duly sworn according to law on my	v oath depose and say that:
of full age, being duly sworn according to law of high	Robbie Lane Enterprises
I am Owner of	the firm ofRobbie Lane Enterprises (name of firm)
the or positiony	e bidder making this Proposal for the proposal entitled
Pomton River De-Snagging Project	
(title of bid proposal)	, directly or indirectly entered into any agreement, any action in restraint of free, competitive bidding in
awarding the contract for the said project. I further warrant that no person or selling agency	t all statements contained in said proposed that the Township of Pequannock relies upon osal and in the statements contained in this affidavit in that been employed or retained to solicit or secure such a commission, percentage, brokerage, or contingent fee, lished commercial or selling agencies maintained by
	Signature
	Marie P. Lane
	Type or Print name
Subscribed and sworn to before me this day of, 202	
Notary Public	
Commission Expires:	
(Notary Stamp/Seal)	

PREVAILING WAGE COMPLIANCE DECLARATION

(New Jersey Prevailing Wage Act, Chapter 150, P.L. 1963, as amended)

The contractor hereby agrees to comply in all respect with the New Jersey Prevailing Wage Act, Chapter 150, P.L. 1963, as amended. A copy of the prevailing wage rates pertaining to the work and issued by the New Jersey Department of Labor and Industry entitled "Prevailing Wage Rate Determination" are enclosed in Appendix A of these specifications and may be obtained from the New Jersey Department of Labor and Industry. Workers shall be paid not less than the prevailing wage rate. In the event it is found that any worker employed by the contractor or any subcontractor covered by the contract herein has been paid a rate of wages less than the prevailing rate required to be paid by such contract, the Township may terminate the contractor's or subcontractor's right to proceed with the work or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable to the Owner for any excess costs occasioned thereby.

Before final payment is made by or on behalf of the Township of any sum or sums due to the work, the contractor or subcontractor shall file with the Township, written statements in form satisfactory to the Commissioner of Labor and Workforce Development certifying to the amounts then due and owing from such contractor or subcontractor filing such statement to any and all workmen for wages due on account of the work, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively which statement shall be certified by the oath of the contractor or subcontractor as the case may be in accordance with the said New Jersey Prevailing Wage Act.

The prevailing wage rate shall be determined by the Commissioner of Labor and Workforce Development or his/her duly authorized deputy or representative.

ne undersigned is an (individual) (partnership) (corporation) under the laws of the State of New Jersey, having principal offices at _38 Jacksonville Road
Towaco NJ 07082
Robbie Lane Enterprises
ignature: Marie P Lane
lame: Marie P Lane
itle: Owner
Date:09/20/2020

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

[Required pursuant with N.J.S.A. 52-32:55 et seq.]

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX. FAILURE TO CHECK ON OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25 (*N.J.S.A.* 52-32:55 et seq.), any person or entity (bidder) that submits a bid or proposal of otherwise proposes to enter **New Jersey** 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 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 contracting unit determines that a bidder submits a false certification, the contracting until shall report the name of the bidder to the New Jersey Attorney General, whom shall determine whether to bring a civil action against the person or entity to collect the penalty described in section 5 of P.L. 2012, c. 2012 (*N.J.S.A.* 52:32-59.)

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN (continued) [Required pursuant with N.J.S.A. 52-32:55 et seq.]

	ADDITIONAL ACTIVITIES/CONTINUATION SHEETS (Select this if you are including additional activities): If there are additional activities that require disclosure, please provide the description as attachments to the form, following the same format under Part 2. Please number each attachment and affix to this form.
•	Number of Attachments:
	PART 3: CERTIFICATION
attach execut	ng duly sworn upon my oath, hereby represent and state that the foregoing information and any ments thereto to the best of my knowledge are true and complete. I attest that I am authorized to be this certification on behalf of the below-referenced person or entity. I acknowledge that (fill in the name of the contracting unit) is
the da of any crimin recogn	g on the information herein and thereby acknowledge that I am under a continuing obligation from te of this certification through the completion of the contract to notify the contracting unit in writing changes to the answers of information contained herein. I acknowledge that I am aware that it is a national offense to make a false statement or misrepresentation in this certification, and if I do so, I nize that I am subject to criminal prosecution under the law and that it will also constitute a material of my agreement(s) with the local contracting unit and that the local contracting unit, at its option, lectare any existing contract(s) resulting from this certification void and unenforceable.
Full N	lame (Print): Marie P Lane
Signat	ture: Marie P Lane
Title:	Owner
Date:	9/20/2020
	r/Vendor: Robbie Lane Enterprises
	r (Vender Phone Number and /or Contact Information: Robbie Lane Enterprises 973-769-239

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

BID BOND FORM

(If used, must accompany proposal)

KNOW ALL MEN BY THESE PRESENTS:	as
The way the undersigned	as
Principal, and	OF PEOLANNIOCK in the penal sum
Surety, are hereby held and firmly bound unto	the TOWNSHIP OF PEQUANNOCK in the penal sum
	ent of which, well and truly to be made, we hereby jointly
THE CONDITION OF THE ABOVE OBLIGAT submitted to the TOWNSHIP OF PEQUANNOCK to enter into a contract in writing for the supplying	ION IS SUCH, That, WHEREAS, the Principal has a certain Bid attached hereto and hereby made a part hereof, and furnishing of
NOW, THEREFORE, (a) If said Bid shall be rejected, or, in the completed in accordance with said Bid are Contract, and for the payment of all persons therewith, and shall in all other respects per	the principal shall execute and deliver a contract properly and shall furnish a bond for his faithful performance of said ons performing labor or furnishing materials in connection form the agreement created by the acceptance of said Bid,
understood and agreed that the habitry of the Sta	the same shall remain in force and effect, it being expressly ety for any and all claims hereunder shall, in no event, exceed d.
The Surety, for value received, hereby stipulates a be in no way impaired or affected by any extensi and said Surety does hereby waive notice of any s	and agrees that the obligations of said Surety and its bond shall on of the time within which the Obligee may accept such bid uch extension.
IN WITNESS WHEREOF, the Principal and the them as are corporations have caused their COF to be signed by their proper officers, this	e Surety have hereunto set their hands and seals, and such of RPORATE SEALS to be hereto AFFIXED and these presents day of, 20
Principal/Company	Title:
	By:Attorney-in-Fact

CONSENT OF SURETY

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form:

o: Marie P Lane
(Owner) Robbie Lane Enterprises
(Contractor)
Pompton River De-Snagging Project (Project Description)
his is to certify that the(Surety Company)
vill provide to Robbie Lane Enterprises a performance bond in (Owner)
he full amount of awarded contract in the event that said contractor is awarded a contract for the above project.
Robbie Lane Enterprises
(CONTRACTOR)
(Authorized Agent of Surety Company)
Date:

CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR REPRESENTATIVE OF A SURETY COMPANY AUTHORIZED TO DO BUSINESS IN NEW JERSEY AND NOT BY THE INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.

EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The bidder owns, controls, or has proof of lease of all the necessary equipment required
to accomplish the work described in the specifications. To the extent that said equipment
is not currently owned or under lease by the bidder, attached hereto is documentation
from that owner or leasing organization that states the equipment will be available as
required by the bidder upon award of a contract.

Check here if documentation	is attached.
Robbie Lane Enterprises	_
Name of Bidder	
Maris P Lane	_
Signature of Authorized Representative	-
Marie P Lane	
Name	
9/20/2020	<u>.</u>
Data	_

PERFORMANCE RECORD TO ACCOMPANY FORM OF PROPOSAL

NOTE: Bidders must complete this form in its entirety to have the bid considered complete. Bid may be rejected as non-responsive and incomplete should this form not be completed in its entirety. Contractor's attachment will not be accepted.

Previous work of	similar nature completed with	in the last five (5) years (list	five):
1. Town/Utility _	Oakland Twp	Phone No.	(201) 337-8137
Town/Business A	ddress:1 Municipal Plaza	a, Oakland, NJ 07436	
Type of Work:	Domoval of charl and do	bris in River under over	pass
	36,000	Extra Work; \$_0	
	of Award: Aug 13,2019		
Was Contract Con	npleted on Time:yes		
	ompletion:		
Was Contract-Tim	e Extension Granted:		•
Name, Address & John Yakin	Phone No. of Town/Utility's E nik 201 661-1827	ingineer or Project Manager:	
	*****	*********	<u> </u>
2 Town/Utility	Oakland Twp	Phone No.	
Town/Business A	ddress: 1 Municipal Plaza	, Oakland, NJ 07436	•
	Secure Embankment in R		
Contract Price: \$_	340,000	Extra Work: \$	
	e of Award: Sept 4, 2019	Completion Date: Octob	per 30,2019
Was Contract Con	npleted on Time: Yes		
Reason for Late C	ompletion:		
Was Contract-Tin	ne Extension Granted:		
Name, Address &	Phone No. of Town/Utility's I	Engineer or Project Manager:	

CONTINUED ON NEXT PAGE

PERFORMANCE RECORD TO ACCOMPANY FORM OF PROPOSAL (CONTINUED)

3. Town/Utility Oakland Twp Phone No. (201) 337-8137
Town/Business Address:1 Municipal Plaza, Oakland, NJ 07436
Type of Work: Secure Embankment in River using Gbions
Contract Price: \$_155,000.00
Approximate Date of Award: Nov 1, 2019 Completion Date: December 1,2019
Was Contract Completed on Time: Yes
Reason for Late Completion:
Was Contract-Time Extension Granted:
Name, Address & Phone No. of Town/Utility's Engineer or Project Manager:
4. Town/Utility Phone No
Town/Business Address:
Type of Work:
Contract Price: \$ Extra Work: \$
Approximate Date of Award: Completion Date:
Was Contract Completed on Time:
Reason for Late Completion:
Was Contract-Time Extension Granted:
Name, Address & Phone No. of Town/Utility's Engineer or Project Manager:

CONTINUED ON NEXT PAGE

PERFORMANCE RECORD TO ACCOMPANY FORM OF PROPOSAL (CONTINUED)

5. Town/Utility		Phone N	No
Town/Business Address:			
Type of Work:			•
Contract Price: \$		Extra Work: \$	
Approximate Date of Award: _		Completion Date:	
Was Contract Completed on Ti	me:		
Reason for Late Completion:			
Was Contract-Time Extension C	Granted:		
Name, Address & Phone No. of	f Town/Utility	y's Engineer or Project Manag	er:
List approximate volume of we 20 19	ork of similar	completed within the last fiv	•
Project:		Amount: \$	
General Business Reference (I Name Oc 1	ccupation		Telephone No.

CONTINUED ON NEXT PAGE

PERFORMANCE RECORD TO ACCOMPANY FORM OF PROPOSAL (CONTINUED)

Number of Permanently Employed Persons in your Org	anization: 1
Have you ever failed to complete a project in the last fiv	re years? Yes 🗌 No 🔀
If you answered Yes, Where?	
It is understood and agreed that the execution of this Perand expense of the maker; is given in consideration of the make available to the Township for bidding purposes, as shall arise on behalf of the maker against the Township of the maker of the right to bid on said work.	ne agreement of the Township of Pequannock to and no rights, causes or claims at law or in equity
	Owner
	Robbie Lane Enterprises
	Company Name
	38 Jacksonville Road Towaco NJ 07082
	Address
	973 769-2391
	Telephone Number Marie P Lane 09/10/2020
	Signature Date

CERTIFICATION OF BIDDER'S STATUS ON THE STATE TREASURER'S LIST OF DEBARRED, SUSPENDED AND DISQUALIFIED CONTRACTORS

SIAI	E OF		
COUN	NTY OF		
I,	of C	of the City/Town/Township/Bo in the State of	orough/Village (circle
	of, of full age, being duly sworn according to	o law on my oath depose and sat	that:
•	I am	of the firm of the bidder making the Proposal f	or the attached named
	project; with full authority to do so; and t this bid included on the State of New Disqualified Bidders.	Jersey Treasurer's List of Deba	arred, Suspended and
	The undersigned further warrants that she State Treasurer's List of Debarred, Suspenduring the life of this Contract, including the life of this Contract, including the signatory of the signature of the signatu	nded and Disqualified Bidders at ing the Guarantee Period, that	: anytime prior to, and
	The undersigned understands that the firm suspension and/or disqualification in conformation of Environmental Protection if the Contracts listed therein, and as determined to a	racting with the State of New Jers actor, pursuant to <i>N.J.A.C. 7:15-</i> 5	ey and the Department
Ву:	Deponent's Name	Date:	•
	Deponent's Name		•
	Deponent's Title		
	eribed and sworn to before me this day of, 20		
Notai	ry Public		
Comr	mission Expires:		
(Nota	aru Stamp/Seal)		

TOWNSHIP OF PEQUANNOCK ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

[Required pursuant with N.J.S.A 40A:11-23.2(e)]

Dated

Acknowledge Receipt (Bidder Initial)

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number

	<u>.</u>	
No ad	ldenda were received.	
Acknowle	ledged for: Robbie Lane Enterprises	
ACKIOWI	(Name of Bidder/Company	·)
Ву:	Marie P Lane	
Бу	(Signature of Authorized Representative)	
Name:	Marie P Lane	
	(Print or Type)	
Title:	Owner	-
Date	9/20/2020	-

SPECIAL CONDITIONS AND EXCEPTIONS TO INSTRUCTIONS TO BIDDERS / STATUTORY REQUIREMENTS – If Required

TIME OF COMPLETION: The contract period for work to be complete will be ninety (90) days, weather permitting. Additional time may be permitted, upon request from the contractor, at the sole discretion of the Township of Pequannock.

SECTION B PREVAILING WAGE RATE DETERMINATION

This project is subject to the payment of prevailing wages. Current information on prevailing wage rates is available at: https://www.nj.gov/labor/wagehour/wagerate/CurrentWageRates.html

APPENDIX I NJDEP PERMIT AND SOIL CONSERVATION DISTRICT PERMIT



STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF LAND USE REGULATION
Mail Code 501-02A, P.O. Box 420, Trenton, New Jersey 08625-0420
Telephone: (609) 777-0454 or Fax: (609) 777-3656
www.nj.gov/dep/landuse



PERMIT

Thraccordance syntistics layer and regulations of the Su Brotection never year by his permune perform, the en synthetic cause and sis subjection in the light	idivides described de lova suris permits is reviouables se anne imitations distribe lovand on dramatic de	Approval Date 06/20/2020
pages: = 2000; the purpose of this designed. Defaultion waversets "Tytological any terms of the molecular purpose and the molecular periods and muy authled the periods and the complete the comple	andinon of Unitation of this permits, as violation of the profession of the second sec	Expiration:Date 05/19/2025
Permit Number:	Type of Approvals:	Governing Rules:
0000-11-0031.2 LUP200001	FHA GP1 Channel Cleaning Under Stream Cleaning Act	N.J.A.C. 7:13-1.1(b)
Permittee: Township of Pequannock 99 Alexander Ave Pompton Plains, NJ 07444	Site Location; Block(s) & Lot(s) *[N/A, N Municipality, Pequannock County, Morris	/A] Fownship
Description of Authorized Activities:	The state of the s	
This permit authorizes the de snagging includ		MA 2230200
more over the channel, and removal of trash	and debris from the comploit caves at the	Priocations depicted in the plan
		4.7 4 (1)
Prepared by:		Received and/or Recorded by " County Clerk:
Neelofar Qureshi	The Committee of the Co	स्यू के हैं । स्यू
If the permittee undertakes any regulated activity, permit, such action shall constitute the permittee's as the permittee's agreement to abide by the require	project: or development authorized under this acceptance of the permit in discentifety as well ments of the permit and all conditions therein.	4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Thisipermitismotyalide	inless muthorizing signature appears on the	lastpage

STATEMENT OF AUTHORIZED IMPACTS:

The authorized activities allow for the permittee to undertake impacts to regulated areas as described below. Additional impacts to regulated areas without prior Department approval shall constitute a violation of the rules under which this document is issued and may subject the permittee and/or property owner to enforcement action, pursuant to N.J.A.C. 7:13-2.1

Ripanlan Zone	Altip of all million zone
Pointing	0.0
	0.4 acres

SPECIAL CONDITIONS:

- 1. Construction equipment shall not be stored within any channel, freshwater wetland or transition area and access through the channel and the staging of equipment within the channel shall be the minimum necessary to remove debris.
- This authorization includes discrete access points as identified on the approved plans, any additional
 access points identified during the removal work shall be authorized in writing by the Division of Land
 Use Regulation prior to disturbance of vegetation and accessing through those locations.
- 3. In order to protect warm water fish species within the Pompton River; any proposed activities within the River are prohibited May 1 through July 31 of each year. In addition, any activity within the 100-year floodplain or flood hazard area of this watercourse which would introduce sediment into said River or which could cause more than a minimum increase in the natural level of turbidity is also prohibited anytime, but especially during this period. The Department reserves the right to require additional soil conservation measures if it becomes evident that additional soil conservation measures are required to protect State regulated resources or to suspend all regulated activities on-site should it be determined that the applicant has not taken proper precautions to ensure continuous compliance with this condition.
- 4. The applicant is responsible for the removal and the disposal of all debris to an offsite non-regulated upland area. No debris, concrete, soil or rock is to be disposed of within the River, flood hazard areas, freshwater wetlands and/or freshwater wetland transition areas. The temporary staging and dewatering of material may occur within actively disturbed areas until removal to offsite, non-regulated upland areas.
- 5. The Division has determined that the riparian zone required adjacent to this portion of the Pompton River is 50 feet. This permit allows the disturbance as shown on the approved plans. All temporarily disturbed riparian zone, specifically for access and staging shall be stabilized and reseeded with a riparian seed mix where applicable, upon completion of work. If tree removal is required it must be authorized in writing by the Division of Land Use Regulation prior to disturbance and revegetation of the area may be required.

4114

- 11. The issuance of a permit does not relinquish the State's tidelands ownership or claim to any portion of the subject property or adjacent properties.
- 12. The issuance of a permit does not relinquish public rights to access and use tidal waterways and their shores.
- 13. The permittee shall allow an authorized representative of the Department, upon the presentation of credentials, to:
 - i. Enter upon the permittee's premises where a regulated activity, project, or development is located or "conducted, or where records must be kept under the conditions of the permit;
 - ii. Have access to and copy, at reasonable times, any records that must be kept under the conditions of "the permit; and
 - iii. Inspect, at reasonable times, any facilities, equipment, practices, or operations regulated or required under the permit. Failure to allow reasonable access under this paragraph shall be considered a violation of this chapter and subject the permittee to enforcement action.
- 14. The permittee shall not cause or allow any unreasonable interference with the free flow of a regulated water by placing or dumping any materials, equipment, debris or structures within or adjacent to the channel while the regulated activity, project, or development is being undertaken. Upon completion of the regulated activity, project, or development, the permittee shall remove and dispose of in a lawful manner all excess materials, debris, equipment, and silt fences and other temporary soil erosion and sediment control devices from all regulated areas.
- 15. The permittee and its contractors and subcontractors shall comply with all conditions, site plans, and supporting documents approved by the permit.
- 16. All conditions, site plans, and supporting documents approved by a permit shall remain in full force and effect, so long as the regulated activity, project, or development, or any portion thereof, is in existence, unless the permit is modified pursuant to the rules governing the herein approved permits.
- 17. The permittee shall perform any mitigation required under the permit in accordance with the rules governing the herein approved permits.
- 18. If any condition or permit is determined to be legally unenforceable, modifications and additional conditions may be imposed by the Department as necessary to protect public health, safety, and welfare, or the environment.
- 19. Any recimit condition that does not establish a specific timeframe within which the condition must be satisfied (for example, prior to commencement of construction) shall be satisfied within six months of the effective date of the permit.
- 20. A copy of the permit and all approved site plans and supporting documents shall be maintained at the site at all times and made available to Department representatives or their designated agents immediately upon request.
- 21. The permittee shall provide monitoring results to the Department at the intervals specified in the permit.
- 22. A permit shall be transferred to another person only in accordance with the rules governing the herein approved permits.

- 23. A permit can be modified, suspended, or terminated by the Department for cause.
- 24. The submittal of a request to modify a permit by the permittee, or a notification of planned changes or anticipated noncompliance, does not stay any condition of a permit.
- 25. Where the permittee becomes aware that it failed to submit any relevant facts in an application, or submitted incorrect information in an application or in any report to the Department, it shall promptly submit such facts or information.
- 26. The permittee shall submit written notification to the Bureau of Coastal and Land Use Compliance and Enforcement, 401 East State Street, 4th Floor, PO Box 420, Mail Code 401-04C, Trenton, NJ 08625, at least three working days prior to the commencement of regulated activities.

APPROVED PLAN:

The drawing hereby approved is prepared by H2M Associates, Inc., dated February 17, 2020, unrevised, and entitled:

"NJDEP PERMIT PLAN DESNAGGING FOR A SECTION OF THE POMPTON RIVER TOWNSHIP OF PEQUANNOCK MORRIS COUNTY, NJ", sheet 1 of 1.

APPEAL OF DECISION:

Any person who is aggrieved by this decision may submit an adjudicatory hearing request within 30 calendar days after public notice of the decision is published in the DEP Bulletin (available at www.nj.gov/dep/bulletin). If a person submits the hearing request after this time, the Department shall deny the request. The hearing request must include a completed copy of the Administrative Hearing Request Checklist (available at www.nl.gov/dep/landuse/forms.html). A person requesting an adjudicatory hearing shall submit the original hearing request to: NJDEP Office of Legal Affairs, Attention: Adjudicatory Hearing Requests, Mail Code 401-04L, P.O. Box 402, 401 East State Street, 7th Floor, Trenton, NJ 08625-0402. Additionally, a copy of the hearing request shall be submitted to the Director of the Division of Land Use Regulation at the address listed on page one of this permit. In addition to your hearing request, you may file a request with the Office of Dispute Resolution to engage in alternative dispute resolution. Please see www.nj.gov/dep/odr for more information on this process.

If you need clarification on any section of this permit or conditions, please contact the Division of Land Use Regulation's Technical Support Call Center at (609) 777-0454.

....

Approved By:

Dennis Contois, Supervisor

Division of Land Use Regulation

c: Municipal Clerk, Pequannock Township

"Municipal Construction Official, Pequannock Township "
Agent (original) — Carmela Schommer

MORRIS COUNTY SOIL CONSERVATION DISTRICT



30 Schuyler Place P O Box 900 Morristown NJ 07963-0900

Ph.: 973-285-2953 Fax: 973-285-8345 www.MCSCD.org

SOIL EROSION AND SEDIMENT CONTROL PLAN RE-CERTIFICATION

In accordance with the "Soil Erosion and Sediment Control Act", Chapter 251, Public Laws of 1975, the Morris County Soil Conservation District hereby certifies the subject plan does conform to the standards for Soil Erosion and Sediment Control in New Jersey promulgated pursuant to the Act.

Name of Project: Various Rivers De-Silting & De-Snagging

Street and Municipality: Township of Pequannock

Block: ___ Lot(s): ____ Application No: 2015-9576

NOTE: FAILURE TO COMPLY WITH ANY OF THE PROVISIONS OUTLINED BELOW WILL RESULT IN A DISTRICT ENFORCEMENT ACTION AND ADDITIONAL FEES FOR REPEATED SERVICES

All revision of the subject plan, Engineer's Project No. <u>BPLK1402</u> Original Plan Date: <u>March 3.</u> <u>2015</u> Last Plan Revision Date: <u>———</u> after certification will void this approval and must be forwarded to this office.

Any conveyance of the project (or portion thereof) will transfer full responsibility for compliance to subsequent owner(s). This District must be notified in writing of any change of ownership.

A written notification indicating the start of land disturbance must be submitted to this District 48 hours in advance.

Prior to the issuance of a "Certificate of Occupancy" by the municipality, the "Soil Erosion and Sediment Control Act", N.J.S.A. 4:24-49 requires this District issue a "Report of Compliance" with the provisions of the certified plan for permanent measures to control soil erosion and sedimentation.

This certification is limited to the controls in this plan. It is not authorization to engage in the proposed land use unless such use has been previously approved by the municipality or other controlling agency.

MORRIS COUNTY SOIL CONSERVATION DISTRICT

Chair or Representative

RE-CERTIFICATION DATE: August 22, 2018

EXPIRATION DATE: February 22, 2022

Member – New Jersey Association of Conservation Districts
National Association of Conservation Districts

RE- CERTIFICATION LETTER

Cc. Applicant, Design Professional, Municipal: Construction Code Official, Engineer, Land Use Board, Environmental Commission

APPENDIX II PROJECT PLANS



DESNAGGING FOR A SECTION OF THE POMPTON RIVER

JACKSON AVENUE TO RIVERSIDE DRIVE Morris County, New Jersey **PequannockTownhip**

G10 COVER SHEET C20 RIVER ACCESS PLAN C21 RIVER ACCESS PLAN C3.0 NOTES AND SPERAGE

PUBLIC UTILITIES

JUNE 17, 2020 **PQNK 1901**

California plotone. California plotone. California en entre del AGREGATION OF



engineers architects

DESNAGGING FOR A SECTION OF THE POMPTON RIVER

C1.0

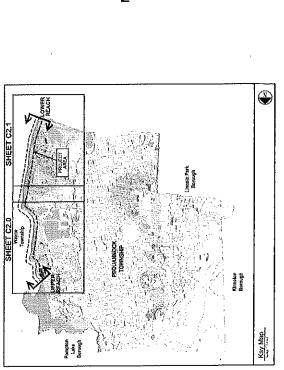
RYAN HERD Mayor

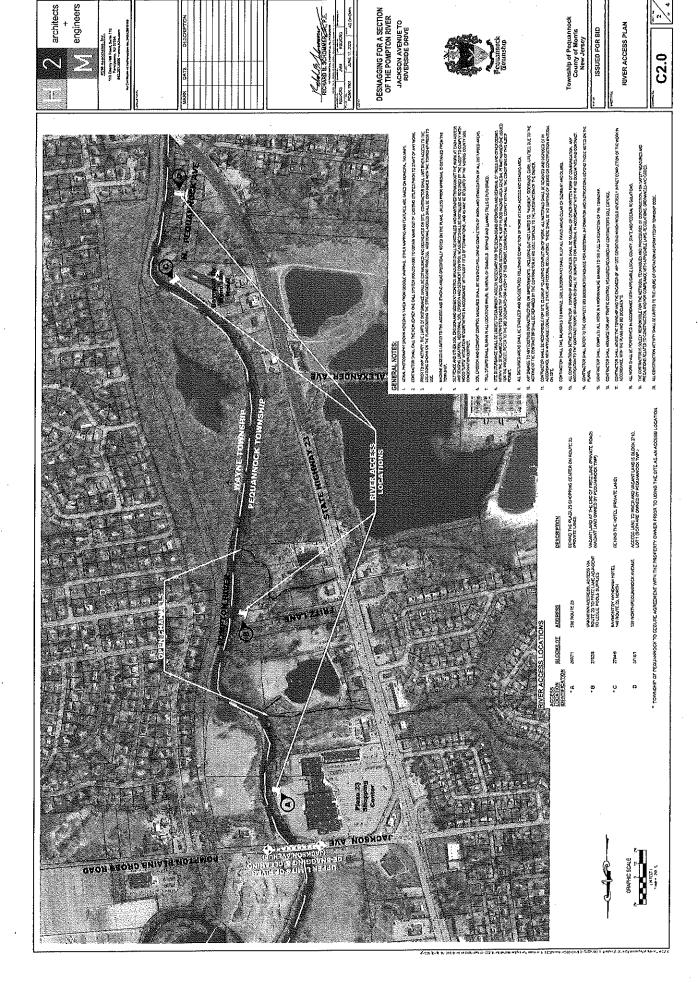
Deputy Mayor KYLE RUSSELL

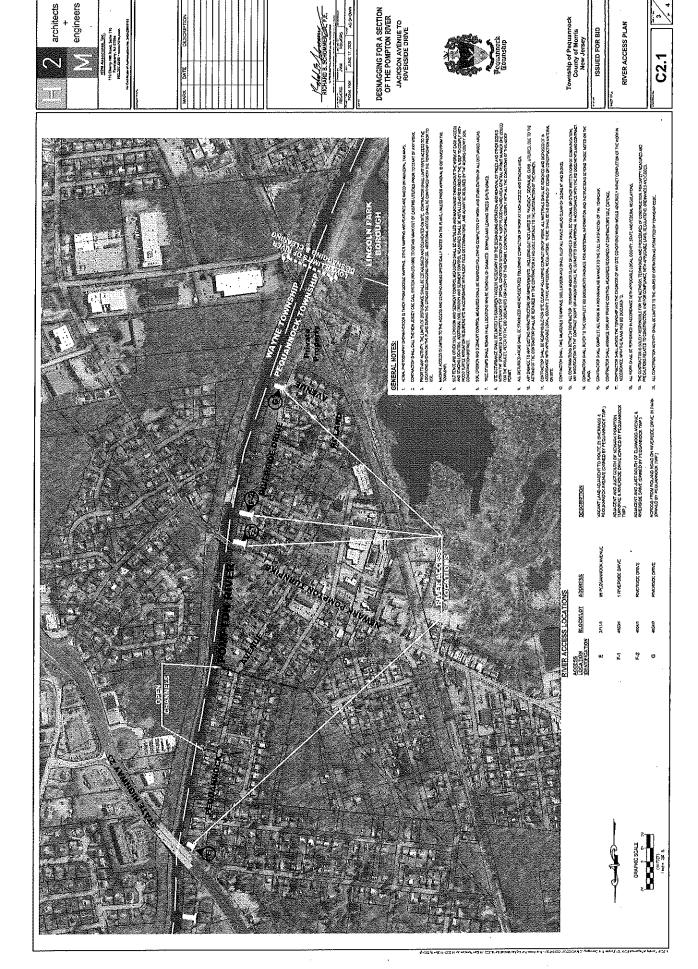
MELISSA FLORANCE-LYNCH DAVID KOHLE RICHARD PHELAN **Township Council**

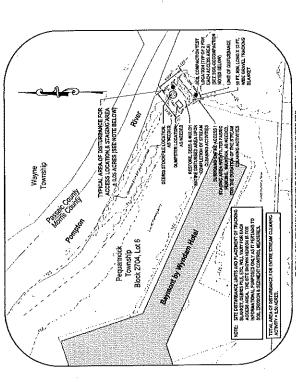
Township Manager ADAM W. BREWER

Township Engineer JOSEPH GOLDEN









TIPPICAL SOIL ENCISION & SEDIMENT CONTROL MEASURES FOR STREAM ACCESS AND STREAM CLEANING STREAM CASHING STREAM



SEQUENCE OF CONSTRUCTION FOR EACH ACCESS LOCATION:

- PERSONAL PLITER PARRIC FERCHS AND SAVAS, TRACONS DIAMAST AT LANTS OF WORK AND A COURTE ARACKET SEARS STROMBARDA

SOIL DE-COMPACTION AND TESTING REQUIREMENTS

NATIONAL CARLO PARTIE DO 181 APRILATOR DE PORTO, QUE REMAINEM SERBANA DE RARRE DERINA PARTIE DE PORTO PORTO DE The GOT WHICH ANY SULFACE TO CONTRACTOR TO THE ANOMERINATION ARE CAMPLED.
HINE, CANDING, TO CONTRACTOR TO THE ANOMERINATION ARE CAMPLED.

SALEMENT THE BUILD BUILD BOTH THE SHARE CONTINUE FOR THE STANDESS OF THE STAND ant san boss (formalistical products out o singular sands) expects a definely solven may be some updately before the stand sub-

PROCEDURES FOR SOLL COMPACTION METIONERS

And the control of th



Distriction of Free Statement Aug To April 1995, 19 tel[Janetlanske]]je/jespiej

MORRIS COUNTY SOIL CONSERVATION DISTRICT SOIL EROSION AND SEDIMENT CONTROL NOTES

al 200 (potaton ma) attantos continues manifestas nel ast autistado la nationalment nel Producioso em 190, l'esconso (potatones entretens, en esta en est en encontra en en en en en en en en en entreten entreten en entreten en entreten en entreten entr

engineers architects

> MEMORE VECTORISMS TO SECRETANISMED ON DEVOICE MEMORE TEACHED FOR A MEMORE AND A MEMORIAL AND ARTHUR STANDARD HEND (SETMENT OF STANDARD). A CONTRACT OF STANDARD PERCONTENTION NAME AND TO MENTAL DO NOT THE OWN THE PROPERTY AND LAST AND ASSESSMENT AND LAST AND THE PERCONTENT AND LAST AND LAS

"HE YES ONG AT IN THAT SECOND HAS BROWNED SECTION." HE THEN THE PROOF ES BROWNED TO SECOND HAS A SECOND HE SECOND HAS HELD. "A READ METEROL OF THE THAT YES THOSE THE THOSE HAS THEN THE PROPERTY OF THE PROPE PERMANENT VEDPOLALD ON BEHAVIOR TO BE SEACHED CONSECUTIVE OF THE TRANSPORTER OF THE CONTRACT OF THE SECUTIVE O

TECONILES SALINET RECENTAND WITHIN WICK AND DOCKAR TIME DAVING TAGETHE OF TECONICY OF THE SALINET PROTECTOR OF THE TOP OF THE SALINET agin den en de de de de la company de la população de company de la população de la perioda de la perioda de l

bende mendem republik kallidaren et an Thek. Betade bedeken poeta kodes desteritora all Prokabbensos ovallist Mil. RF 57788 Bende mendem standisk kallidaren eta 1788 eta 1

THE ADMINISTRATION OF THE PROPERTY OF THE COMMON PROPERTY OF THE PROPERTY OF T

ALL SHOE GATES HAT ESTANDADE UNITROLIZATED FOR DAMPA, THE STANDER HAT SHOE SHOES HAT S Charter, James and the Contribution for Label Could had, of the Stockwell Color the foundation of the contribution of the cont

In the united that " risk three man'ty brings we might if painfill we indeed if a painting in the painting of the painting of

N 1000 M 1000 M

3. TELEPORAPY STANIGATION (OPCOME) (ADMIT): (ADMIT) CANNOT CONTRIBUTE AND CONTRIBUTE CONTRIBUTION OF ADMITS AND CONTRIBUTION O

PERMANENT STABILISATION SOCIETE/ATIONS (ADDIS DURING AND STREET STABILISATION SOCIETY SOCIETY

72 MELES FROM TO ANY BOIL DISTURBANCE, NOTICE IN WRITING, SMA. DE GAYES TO THE MORBES COUNTY SOIL COMESTACHON DISTRICT AND PRE-COMMITTED MICETING MICE.

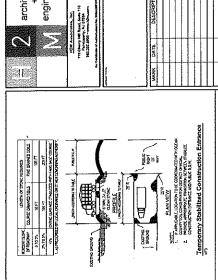
RUDUINGMENTS FOR BUTT CONTROL

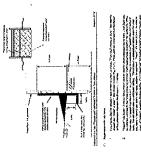
PSTROSS POR EXPRESAND DAN SPALLINGLACK MACOES, VEGENTINE COMERS SPRA ADMINIST, TILAGE, BETTAGAS, IMPRIPT, CALCAN ON ORDS AND STARL CARE CONTRACTION SAME, LIBER ON PLANSMENT TO CONTRACT IN COMING AND MONTRENT OF BUST FROM SOMEON SAME AS NA INCOMESSAME.

SUST CONTROLS SHALL COUNTY WITH EILE CONTROL LINEAR.

WITCHIG OF STEEP SLOPES NOT IMPOUND THE COME YAND HE SHOWCON HE NIGHT PROPERTY OF STEEP SHOWS THE STEEP SHULD IN PROPERTY OF SHULLY. PROFITE SECTION SECTION SECTION OF THE PROFIT OF THE PROFI

AND LINEARY CANDIDENTS AT THE POLICY OF THE CHANGE PARTY AND SECURE OF PERSONS SECURITY OF SECURIT





DESNAGGING FOR A SECTION OF THE POMPTON RIVER JACKSON AVENUE TO RIVERSIDE DRIVE

Accordance in control (Accordance of Accordance of Accorda

Filter Fabric Fence



Thomas States Topsoil Stockpile (as needed)

Township of Pequannock County of Morris New Jersey ISSUED FOR BID

NOTES AND DETAILS

C3.0

