

SPECIFICATIONS
FOR
HARDYSTON TOWNSHIP SPORTS AND RECREATION COMPLEX
FIELD MAINTENANCE
TOWNSHIP OF HARDYSTON
HARDYSTON, NEW JERSEY

SEPTEMBER 2022

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LEGAL NOTICE TO BIDDERS

Notice is hereby given that that sealed Bids will be received by the Township Clerk of the Township of Hardyston, New Jersey, until Tuesday, October 4, 2022 at 11:30 A.M., at which place and time, the Bids which have been received will be opened and read in public at the Hardyston Township Municipal Building, 149 Wheatsworth Road, Hardyston, Sussex County, New Jersey for the following:

HARDYSTON TOWNSHIP SPORTS AND RECREATION COMPLEX FIELD MAINTENANCE

Contract Documents, prepared and approved by the Township, may be examined and obtained at the Hardyston Township Municipal Building. A non-refundable payment in the amount of \$25.00, made payable to Hardyston Township, will be required for each hard copy of Contract Documents requested by prospective Bidders or any other party. Contract Documents will be made available electronically at www.hardyston.com at no cost.

Bids shall be submitted on the forms included in the contract documents. Bids shall be enclosed in an opaque, sealed envelope, plainly marked "**FIELD MAINTENANCE**" and shall show the name and address of the Bidder. Bids may be forwarded by certified mail. If mailed, the sealed envelope containing the Bid and marked as above, must be enclosed in another envelope properly addressed for mailing as follows:

Jane Bakalarczyk, Township Clerk
Hardyston Township
149 Wheatsworth Road
Hardyston, New Jersey 07419

973-823-7020 Ext. 9409 (phone)
973-823-7021 (fax)

The delivery or non-delivery of the Bid is the sole responsibility of the Bidder. The Township will not be responsible for late postal delivery or late delivery of courier service and no Bids will be accepted after the time stipulated and set forth above.

NO BIDS WILL BE ACCEPTED AFTER THE BID OPENING HAS COMMENCED.

The Township of Hardyston reserves the right to award the contract to the lowest responsible bidder.

Bids must be accompanied by a bid guarantee in the form of a certified check, bid bond or cashier's check in the amount of ten percent (10%) of the total amount bid, but not in excess of \$20,000.00 made payable to the Township of Hardyston, together with a "Consent of Surety" from a surety company authorized to do business in New Jersey in a form satisfactory to the Township, stating that it will provide the Contractor with a bond in an amount equal to one hundred percent (100%) of the total contract price bid. All guarantees of unsuccessful bidders will be returned upon award of contract to the successful bidder.

Bidding information contained in this Proposal should be clear and not subject to qualifications, deletions, erasures, or other marking that create any doubt as to its meaning. Bidders should make sure that Bid Proposal is signed by a duly authorized person on behalf of the bidder and that the Proposal is responsive. Bidders can determine the responsiveness of their Proposal by reading "Information for Bidders". **INSTRUCTIONS MUST BE FOLLOWED EXACTLY OR THE BID MAY BE DECLARED NON-RESPONSIVE.**

The Township Council reserves the right to reject any and all bids or to accept such bids as it may deem to be in the best interests of the Township of Hardyston, and reserves the right to waive any informality in the bids received, and the right to consider the bids for sixty (60) days after their receipt.

Bidders are required to comply with the requirements of P.L. 2004, c. 57, which pertains to the **New Jersey Business Registration Requirements**.

Bidders are required to comply with the provisions of N.J.S.A. 10:5-31 *et seq.* and N.J.A.C. 17:27, and any amendments thereto, regarding Affirmative Action. The successful bidder, upon notification of the Township's intent to award a contract to said bidder, must supply the Township with one of the following Affirmative Action documents:

1. A photocopy of the bidder's current Federal Affirmative Action Plan Approval Letter; or
2. A photocopy of the bidder's current Certificate of Employee Information Report issued in accordance with N.J.A.C. 17:27-1.1 *et seq.*; or
3. The Township's copy of the bidder's completed Initial Employee Report, Form AA-302, as submitted to the Division of Contract Compliance and EEO in Public Contracts.

The bidder's Affirmative Action documentation must be supplied to the Township within ten (10) days of the bidder's notification of the Township's intent to award. If the bidder fails to supply the Township with the necessary Affirmative Action documentation, the Township may declare the bidder non-responsive and award the contract to the next lowest bidder.

Simultaneous with the submission of bids, the corporation or partnership so bidding shall furnish a statement setting forth the names and addresses of all stockholders in the corporation who own ten percent (10%) or more of the stock in any class, or of individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, pursuant to Chapter 33, P.L. 1977. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding ten percent (10%) or more of the corporation's stock, or the individual partners owning ten percent (10%) or greater interest in that partnership, as the case may be, shall also be listed. Bids will be rejected if they do not contain this disclosure statement.

Bidders are required to be registered by the New Jersey Department of Treasury, Division of Revenue at the time bids will be received by the Project Owner pursuant to the Business Registration Act (P.L. 2004, c. 57, N.J.S.A. 52:32-44).

By order of the Township Council and Clerk of Hardyston Township:

Jane Bakalarczyk, Municipal Clerk
Hardyston Township
149 Wheatsworth Road
Hardyston, New Jersey 07419

INFORMATION FOR BIDDERS

PROPOSALS

The Township of Hardyston, Sussex County, New Jersey, herein called the Municipality, invites Proposals on the forms attached hereto, all blanks of which must be filled in appropriately. The Proposal Form shall not be detached from the Contract Documents and shall be submitted with the Contract to the Municipality. Proposals for furnishing all materials and doing all work required for the **HARDYSTON TOWNSHIP SPORTS AND RECREATION COMPLEX: FIELD MAINTENANCE** in the Township of Hardyston, County of Sussex, New Jersey, will be received by the Township Council, of the Township of Hardyston, at the Municipal Building, located at 149 Wheatsworth Road, Hardyston, New Jersey, on October 4, 2022 at 11:30 a.m. prevailing time.

Proposals must be enclosed in a sealed envelope and plainly marked and shall contain the name and address of the bidder on the envelope.

The Municipality may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities therein, or reject any or all proposals. Any proposals may be withdrawn prior to the above scheduled time for the opening of Proposals or authorized postponement thereof. Any proposal received after the time and date specified shall not be considered. No bidder may withdraw a proposal within sixty (60) days after the actual date of opening thereof.

CONTRACT DOCUMENTS

Contract Documents, prepared and approved by the Township, may be examined and obtained at the Hardyston Township Municipal Building. A non-refundable payment in the amount of \$25.00, made payable to Hardyston Township, will be required for each hard copy of Contract Documents requested by prospective Bidders or any other party. Contract Documents will be made available electronically at www.hardyston.com at no cost.

CONTRACT DURATION

This is a two (2) year contract with the possibility of two (2) one (1) year extensions. Extensions shall be at the discretion of the Hardyston Township council upon the terms set forth in N.J.S.A. 40A:11-15. Any contract extension shall be awarded by resolution of the Hardyston Township Council upon a finding by the council that the services are being performed in an effective and efficient manner. Award shall be made no later than March 1st of the year applicable to the extension. Any price change in said extension or extensions shall not exceed the change in the index rate for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed. Any extended obligation of this contract shall be subject to the availability and appropriation annually of sufficient funds as may be required to meet the extended obligation.

PREPARATION OF PROPOSAL

Proposals must be submitted on the prescribed forms. The bidder shall provide all information indicated. Failure to provide the information indicated constitutes an informality in the proposal rendering it subject to rejection by the Municipality.

All blank spaces for unit prices, extended totals, summation and lump sums on the Proposal forms must be completed in ink or typewritten. Any erasures or other physical changes in the bid shall be signed or initialed by the bidder. Any omission in the proposals shall be just cause for rejection.

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.

For the particulars as to the quantity and quality of supplies, materials, and equipment to be furnished concerned with the nature and the extent of work or labor to be done, perspective bidders are referred to the specifications and contract documents.

Failure upon the part of the bidder to whom contract is awarded to execute the contract in the manner required and to furnish the required bond properly executed, shall be just cause for the annulment of the award. It is understood and agreed by the bidder that in the event of annulment of the award of contract, the amount of guaranty deposited with the proposal shall become the property of the Municipality, not as a penalty, but as liquidated damages.

DISQUALIFICATION OF BIDDERS

More than one Proposal from an individual, a firm, or a partnership, or a corporation or an association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated shall cause the rejection of all proposals in which such bidder is interested.

The bidder shall complete the non-collusion affidavit attached hereto, giving sworn statement that said bidder has not directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above named work.

A proposal in which the unit and lump sum bid prices appear, in the judgement of the Municipality, to constitute an unbalanced bid for the work, may be rejected.

REJECTING OR ACCEPTING PROPOSALS

The Municipality reserves the right to reject any and all proposals which show any omissions, alterations in form, additions not called for, conditional or alternate bid, or irregularities of any kind, or to waive any informalities in the Proposal received and to accept the proposal deemed most favorable to the interest of the Municipality.

Comparison of proposals will be made on the basis of the Total Project Bid for all Base Bid Items under the contract using the engineer's estimate of quantities as shown in the Proposal form. No consideration will be given to Alternate "A" or Alternate "B" or Alternate "C" bid items when comparing proposals.

The estimates of quantities given in the proposal are for the purpose of arriving at a total project bid for the contract to make comparison in awarding the work. The amount of work indicated in the proposal is not guaranteed and the Municipality reserves the right to delete any item.

In the event there is a discrepancy between the numerical unit price and the written unit price, the written unit price shall prevail. If there is a discrepancy between the unit price and the extended total, the unit price shall prevail and a new extended total shall be computed by the Owner. The computation will result in a new summation of the extended total or amount bid. When the summation of extended totals (total amount bid) is in error, the extended totals shall govern and the new summation computed by the Owner shall be accepted as the total amount bid.

The bidder shall sign his proposal correctly. If the Proposal is made by a corporation, it must be signed by a person authorized to sign such a document and show the name and address of the corporation. Proposals must be accompanied, in cases of corporations not chartered in New Jersey, by proper certificate that such corporation is authorized to do business in the State of New Jersey.

If the proposal is made by a partnership, at least two (2) partners must sign the proposal and the proposal must show the name and address of the partnership. Furthermore, in the event the proposal is submitted by a partnership, each partner must be listed on the bid proposal.

Furthermore, the Owner reserves the right to reject any bid which exceeds the available financial appropriation for this Project.

PROPOSAL GUARANTY

Each Proposal must be accompanied by a Proposal Guaranty in the form of a certified or cashier's check or bid bond, made payable to the Municipality, in the amount of ten percent (10%) of the total price in the Proposal, but in no case in excess of \$1,000.00.

It is understood that either type of bid security shall be retained by the Municipality as liquidated damages if bidder fails to enter into an agreement with the Municipality in accordance with further terms of these "Information for Bidders". All checks and bid bonds will be returned to respective bidders within three business days after proposals are acted upon, except those which the Municipality elects to hold until the successful bidder has executed the contract.

In the event that the successful bidder fails to execute the contract upon his part or to furnish satisfactory surety upon the bond, the Municipality, after declaring forfeited the security deposit of such Bidder, reserves the option to accept the bid of any other bidder within ten (10) days from such default, in which case such acceptance shall have the same effect to such Bidder as though he were the originally successful bidder.

BIDDERS TO EXAMINE SITE

All bidders shall carefully examine the site of the project prior to submitting bids. No plea of ignorance of conditions will release the Contractor from fulfilling the requirements of the Plans and Specifications in every detail, nor be accepted as a basis for claims for extra compensation.

The bidder acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions at the site, the conformation and condition of the ground, the character, quality and quantity of surface materials to be encountered, the character of equipment and facilities needed prior to and during the prosecution of the work and all other matters which can in any way effect the work or the cost thereof under this contract. Any failure by the bidder to acquaint himself with all the available information concerning these conditions will not relieve him from responsibility for estimating properly the difficulty of cost of successfully performing the work at the prices shown in the proposal.

SUBSURFACE STRUCTURES AND UTILITIES

Available information as to the location of existing substructures and utilities has been collected from various sources. The results of such investigations, shown on the contract drawings, are not guaranteed as to accuracy.

Attention is particularly directed to the fact that the locations, elevations and sizes of utilities and other subsurface structures shown on the contract drawings are not warranted to be even approximately correct, nor can they be assumed to be the only subsurface piping or structures which may be encountered in the work.

The Contractor shall make all necessary supplemental investigation, and shall have no claims for damages due to subsurface structures or utilities encountered in locations other than shown on the contract drawings.

BIDDERS REFERRED TO LAWS

The attention of the bidders is directed to the provisions of Federal, State, County and Municipal laws, statutes and regulations that may apply to the work, including particularly the safety regulations of the State Labor Board. Particular note is to be taken, also, of those provisions affecting the Contractor or his employees in prosecution of the work or his relation to a political subdivision or person. All pertinent laws, statutes, ordinances and regulations shall be obeyed and complied with.

Particular attention is directed to Chapter 37 of the Laws of 1988, N.J.S.A. 10:2-1 concerned with discrimination in employment on public works or purchases, the provisions of which shall be considered a part of this Contract.

Also, the contractor should note the provisions set forth under N.J.S.A. 40A:11-1 et seq., regarding subcontractors. (See "Identification of Subcontractors" under this Section and also the listing of subcontractors form under the Proposal Section of these contract documents).

All employees directly employed on this work shall be paid the recognized prevailing rate in this area for each type of work, as required by law. The list of current prevailing wages are included in this contract document.

Should the municipality elect to award any or all of the extensions, it will be the contractor's responsibility to pay the prevailing wages applicable at the time of award.

EXECUTION OF AGREEMENT

The Bidder to whom the Contract is awarded shall sign agreement for the work within ten (10) days of notification of the award. The Agreement form used will be the same as is hereinafter set forth.

START OF CONSTRUCTION

The Contractor to whom the Contract is awarded shall begin work within Twenty-one (21) days of the Notice to Proceed in accordance with the provisions in the General Conditions Section, entitled, "Rate of Progress and Time of Completion".

ACCEPTANCE OF BID AND AWARD

Award, if made, will be to the lowest responsible bidder whose proposal conforms in all respects to the requirements stated herein within sixty (60) days after opening of bids. The award shall not be binding upon the Municipality until the contract has been executed, nor shall any work be performed on the proposed contract until the municipality has accepted and approved property executed contract documents and has issued a Notice to Proceed.

BUY AMERICAN

In accordance with N.J.S.A. 40A:11-18, Chapter 107, P.L. 1982, only manufactured products of the United States, wherever available, shall be used in this project.

AFFIRMATIVE ACTION REGULATIONS

The successful bidder must submit its "Initial Project Manning Report (AA201)" within three (3) days of the signing of the contract.

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

- a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, 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 non-discrimination clause.

The contractor will take affirmative action to ensure such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action 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, notice to be provided by the Public Agency Compliance Officer, setting forth provisions of this non-discrimination clause;

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

AFFIRMATIVE ACTION REGULATIONS (Continued)

- c. The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or worker's 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.
- d. The contractor or subcontractor, where applicable, agrees to comply with any Regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.
- e. When hiring workers in each construction trade, the contractor or subcontractor agrees to attempt in good faith to employ minority and female workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided however that the Affirmative Action office 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 Affirmative Action Office is satisfied that the contractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Affirmative Action Office, that its percentage of active "card carrying" members who are minority and female workers is equal to or greater than the applicable employment goal prescribed by N.J.A.C. 17:27-7.3, promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time. 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 (3) 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 P.L. 1975, c.127, as supplemented and amended from time to time. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five (5) days prior to the commencement of construction work, the contractor or subcontractor agrees directly to attempt to hire minority and female workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and female workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared directly to hire minority and female workers directly, consistent with the applicable employment goal, by complying with the hiring procedures prescribed below; and the contractor if it determines or is so notified by the Affirmative Action Office that the union is not referring minority and female workers consistent with the applicable employment goal.
 - (B). If the hiring of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade, by adhering to the procedures of the above procedures, or if the contractor or subcontractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goal:

1. To notify the Public Agency Compliance Officer, Affirmative Action Office and at least one (1) minority referral organization of its manpower needs, and request the referral of minority and female workers;
2. To notify any minority and female workers who have been listed with it as awaiting available vacancies;
3. Prior to commencement of work, to request the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, to refer minority and female workers to fill job openings;
4. To leave standing requests for additional referral to minority and female workers with the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

AFFIRMATIVE ACTION REGULATIONS (Continued)

5. If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and federal statutes and court decisions, that sufficient minority and female employees remain on the site consistent with the employment goal; and to employ any minority and female workers so laid off by the contractor or any other construction site in the area on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing P.L. 1975, c.127.
6. To adhere to the following procedure when minority and female workers apply or are referred to the contractor or subcontractor:
 - (i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualification standards; provided, however, that a contractor or subcontractor shall determine that the individual at least possesses the skills and experience recognized by any worker skills and experience classification determination which may have been made by a Public Agency Compliance Officer, union, apprentice program or a referral agency, provided the referral agency is acceptable to the Affirmative Action Office and provided further, that, if necessary, the contractor or subcontractor shall hire minority and female workers who qualify as trainees pursuant to these rules. All of the requirements of this paragraph, however, are limited by the provisions below:

AFFIRMATIVE ACTION REGULATIONS (Continued)

- (ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of said female or minority group individual shall be maintained on a waiting list for the first consideration in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.
 - (iii) If for any reason said contractor or subcontractor determines said minority individual or a female is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing with the reasons for the determination, maintain a copy in its files, and send a copy to the Public Agency Compliance Officer and the Affirmative Action Office.
- 7. To keep a complete and accurate record of all requests made for the referral or workers in any trade covered by the contract, on forms made available by the Affirmative Action Office and submitted promptly to that office upon request.
- (C). The contractor or subcontractor agrees that nothing contained in the preceding provisions shall preclude the contractor or subcontractor from complying with the hiring hall or apprenticeship provisions in any applicable collective bargaining agreement or 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; provided, however, that where the practices or a union or apprenticeship program will result in the exclusion of minorities and females consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to said provision above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ female and minority advanced trainees and trainees in numbers which result in the employment of advanced 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

AFFIRMATIVE ACTION REGULATIONS (Continued)

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 the above provision, it shall, where practicable, employ minority and female workers residing within the geographical jurisdiction of the union.

- (D) The contractor agrees to complete an Initial Project Manning Report on forms provided by the Affirmative Action Office or in the form prescribed by the Affirmative Action office and submit a copy of said form no later than three (3) days after signing a construction contract; provided however, that the public agency may extend in a particular case, the allowable time for submitting the initial form to no more than fourteen (14) days, and to submit a copy of the Monthly Project Manning Report once a month thereafter for the duration of this contract to the Affirmative Action Office 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 off-the-job programs for outreach and training of minority and female trainees employed on the construction projects.
- (E) The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the affirmative action office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

EQUAL BIDS

When two (2) or more bids are equal in all respects, award may be made by lot, at the discretion of the Owner, which shall be witnessed by at least three (3) persons and which may be attended by the Bidders or their representatives.

INTERPRETATION OF CONTRACT DOCUMENTS

No oral interpretations of the meaning of the contract documents or as to anything to be done by the successful contractor or as to any other matter will be made to any bidder. Every request for an interpretation shall be in writing, addressed to Township Manager, Hardyston Township, 29 Stockholm-Vernon Road, Stockholm, New Jersey 07460. Inquiries received ten (10) or more days, Saturdays, Sundays, and Legal Holidays excepted, prior to the date fixed for the opening of bids, will be given consideration.

Any and all such interpretations and any supplemental instructions shall be in the form of written addenda to the specifications. Such addenda shall be on file in the Township Offices. Furthermore, in accordance with N.J.S.A. 40a:11-23c.(2), Notice of Revisions or Addenda to Advertisements or Contract Documents shall be provided by the Township no later than seven (7) days, Saturdays, Sundays, or Holidays excepted, prior to the date for acceptance of bids, to any person who has submitted a bid or who has received a bid package in any of the following ways:

- (i) In writing by certified mail, or
- (ii) By certified facsimile transmission, meaning that the sender's (Township's) facsimile machine produces a receipt showing date, and time of transmission and that the transmission was successful, or
- (iii) By a delivery service that provides certification of delivery to the sender (Township).

However, in accordance with N.J.S.A. 40A:11-23, a provision of the New Jersey Local Public Contracts Law, failure to obtain a receipt when good faith notice is sent or delivered to the address or telephone facsimile number on file with the Township shall not be considered failure by the Township to provide notice. All addenda so issued shall become part of the Contract Documents. Failure of any bidder to receive such addenda shall not relieve the bidder from any requirements thereunder. The Township will not be responsible for any other explanations or interpretations of the Contract Documents which anyone may presume to make on behalf of the Township.

INDEMNIFICATION

The Contractor agrees that it shall defend, indemnify, and save harmless the Owner, its officers, agents, servants and employees, and each and every one of them against and from all damages to which the Owner or any of its officers, agents or servants and employees may be put (including attorney's fees and professional fees) through the negligence of the said Contractor or through any improper or defective machinery, implements, or appliances, used by said Contractor in the aforesaid work, or through any act or omission on the part of the said Contractor or its agents, employees or servants.

OWNER DISCLOSURE

All Corporations or Partnerships bidding on this Contract shall submit simultaneously with the bid, a statement setting forth the names and addresses of all stockholders in the Corporation or Partnership who own ten percent (10%) or more of its stock of any class or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein as the case may be. If one or more such stockholder or partner is itself a Corporation or Partnership, the stockholders holding ten percent (10%) or more of the Corporation's stock, or the individual partners owning ten percent (10%) or greater interest in that Partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner exceeding the ten percent (10%) ownership criteria established in this act has been listed.

CONSTRUCTION SAFETY ACT

The Contractor and/or subcontractors shall at all times comply with the latest applicable State laws pertaining to Safety of Workers in the Construction Field. The Contractor and/or subcontractor shall adhere to the Construction Safety Act, P.L. 1962, Ch. 45 (N.J.S.A. 34:5-166 *et seq.*).

IDENTIFICATION OF SUBCONTRACTORS

The Contractor shall identify all subcontractors intended at the time of bidding, to be used in completion of the project. Subcontractors proposed in accordance with N.J.S.A. 40A:11-16 must be identified with the bid and used in the work. FAILURE TO SUBMIT THE COMPLETED FORM ENTITLED "IDENTIFICATION OF SUBCONTRACTORS", WHICH FOR IS INCLUDED IN THE CONTRACT DOCUMENTS, WITH THE SUBMISSION OF THE BID, WILL BE CAUSE FOR REJECTION OF THE BID. IN ACCORDANCE WITH N.J.S.A. 40A:11-23.2, A PROVISION OF THE NEW JERSEY PUBLIC CONTRACTS LAW, THE LIST OF SUBCONTRACTORS IS A MANDATORY ITEM TO BE SUBMITTED AT THE TIME SPECIFIED BY THE TOWNSHIP FOR THE RECEIPT OF BIDS, AND, THE FAILURE TO SUBMIT THE LATTER COMPLETED FORM AT THE TIME SPECIFIED BY THE TOWNSHIP FOR THE RECEIPT OF THE BIDS SHALL BE DEEMED A FATAL DEFECT THAT SHALL RENDER THE BIDDER'S BID PROPOSAL UNRESPONSIVE AND CANNOT BE CURED BY THE TOWNSHIP. FURTHERMORE, THE SUBCONTRACTORS LISTED ON THE FORM ENTITLED "IDENTIFICATION OF SUBCONTRACTORS THAT MUST BE UTILIZED BY THE SUCCESSFUL BIDDER FOR THIS PROJECT, AND THE TOWNSHIP WILL NOT PERMIT ANY CHANGES AND/OR SUBSTITUTIONS TO THE SUBCONTRACTORS DESIGNATED ON THE FORM ENTITLED" IDENTIFICATION OF SUBCONTRACTORS".

The Contractor must provide identifying information and expiration dates for required licenses and permits of each designated Subcontractor, and copies of those document should be attached to the firm entitled "IDENTIFICATION OF SUBCONTRACTOR." If the bidder does not intend to subcontract various parts of the work involving regulated trades, the bidder must provide data and copies of documents to verify the Bidder's qualifications to perform the work. Failure to provide any of the foregoing will result in rejection of the bid by the Township.

A Subcontractor Identification form is included with the Proposal Section of these Contract Documents. Furthermore, please note the information included under the heading "SUBCONTRACTORS" in the "INFORMATION TO BIDDERS", namely:

ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENT FORM

In accordance with N.J.S.A. 40A:11-23.1a, a provision of the New Jersey Public Contracts Law, the Bidder shall complete the form entitled "ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM," as contained in the Proposal Section of these Contract Documents, and this form must be completed by the Bidder, signed by the Authorized Representative of the Bidder, with the printed name and title of the Authorized Representative, dated by the Bidder and submitted by the Bidder at the time of the Bidder's submission to the municipality.

BID DOCUMENT SUBMISSION CHECKLIST

In accordance with N.J.S.A. 40A:11-23.1, a provision of the New Jersey Local Public Contracts Law, the Form entitled "BID DOCUMENTS SUBMISSION CHECKLIST," as contained in the Proposal Section of these Contract Documents, consisting of two (2) Pages, must be initialed by the prospective Bidder, signed by the Authorized Representative of the Bidder, dated and, furthermore, must be submitted by the bidder at the time specified by the Township for the receipt of the Bids for this Project. THIS FORM IS A MANDATORY FORM AND MUST BE SUBMITTED BY THE BIDDER AT THE TIME SPECIFIED BY THE TOWNSHIP FOR THE RECEIPT OF THE BIDS. FURTHERMORE, IT IS IMPERATIVE THAT THE BIDDER INITIAL EACH ITEM SUBMITTED WITH THE BID. THE LATTER FORM, WHICH LISTS EACH OF THE ITEMS TO BE SUBMITTED WITH THE BID PROPOSAL AND A PLACE FOR THE BIDDER TO INDICATE, BY INITIALING EACH ENTRY, THAT THE BIDDER HAS INCLUDED THOSE REQUIRED FORMS WITH THE COMPLETED BID PROPOSAL, TOGETHER WITH THE REQUIREMENT THAT THE BIDDER COMPLETE THE FORM AND SUBMIT IT WITH THE BID PROPOSAL IN ADDITION TO THOSE DOCUMENTARY AND INFORMATIONAL FORMS, IS EXPRESSLY REQUIRED BY N.J.S.A. 40A:11-23.1, A PROVISION OF THE NEW JERSEY LOCAL PUBLIC CONTRACTS LAW, TO FAMILIARIZE THE BIDDER WITH THESE MANDATORY REQUIREMENTS.

PROPOSAL

TO: TOWNSHIP OF HARDYSTON

**FOR: HARDYSTON TOWNSHIP SPORTS AND RECREATION COMPLEX:
FIELD MAINTENANCE**

FROM: _____

The above herein agrees to furnish and deliver all materials, labor and equipment, and perform all work in accordance with the Contract Documents, for the contract of **HARDYSTON TOWNSHIP SPORTS AND RECREATION COMPLEX: FIELD MAINTENANCE**, in the Township of Hardyston, Sussex County, New Jersey.

The undersigned hereby declares that the only person or persons interested in the Proposal as principal or principals, is or are named below, and that no other person than herein below named has any interest in the Proposal. This Proposal is made without any connection with any other person or persons making a Proposal for the same purpose. The Proposal is in all respects fair and without collusion or fraud and that no officer or employee of the Municipality is, shall be, or will become, directly or indirectly, interested as a contracting party, partner, stockholder, surety or otherwise in the performance of the Contract, or in the supplies, work or business to which it relates.

It is further declared that the site of the work and the Contract Documents have been examined and it is also agreed that the work will be carried out and completed, if the Proposal is accepted, as specified, and will provide all the Superintendence, Labor, Material, Tools and Equipment and all else necessary therefore, and incidental thereto, for the items in the Proposal, complete in place, at the price per unit of measure for each scheduled item of work stated in the Schedule of Prices following.

The bidder represents to the Municipality that by submitting this bid, he or his agents have investigated the site and have satisfied themselves and fully familiarized themselves with all site conditions, whether above or below ground.

It is understood that the quantities stated in this Schedule of Prices for the various items are estimates only and the Municipality reserves the right to increase or decrease the items as specified in the Contract Documents. It is further understood that the total price stated by the undersigned in the Schedule of Prices is based on the estimated quantities and will control in the awarding of the Contract, subject to the conditions for discrepancy in the section entitled "Rejecting or Accepting Proposal" in the information for bidders and payments will be made for the actual measurements of the authorized work as constructed, in accordance with the unit prices and stated hereafter in the Schedule of Prices.

PROPOSAL (Continued)

Bids shall be submitted on the forms included in the contract documents at the time of bid opening.

A bid guarantee for not less than (10%) percent of the amount bid, provided said guarantee need not be more than \$1,000.00 (the guarantee shall be in the form of a certified check or cashier's check drawn on a solvent bank or bid bond with a Consent of Surety from an approved Surety Company authorized to do business in the State of New Jersey), a Statement of Corporate Ownership, a Listing of Subcontractors, a Non-Collusion Affidavit, Bidder's Affidavit, Statement of Financial Responsibility, and a Plan and Equipment Questionnaire must accompany this Proposal.

The Bidder understands that the Municipality reserves the right to reject any or all bids, and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) days after the scheduled closing time for receiving bids.

PROPOSAL (Continued)

BID DOCUMENT SUBMISSION CHECKLIST

TOWNSHIP OF HARDYSTON, NEW JERSEY

HARDYSTON TOWNSHIP SPORTS AND RECREATION COMPLEX TURF MAINTENANCE

A. FAILURE TO SUBMIT THE FOLLOWING DOCUMENTS IS A MANDATORY CAUSE FOR THE BID TO BE REJECTED.

(N.J.S.A. 40A:11-23.2)

Initial Each Item
Submitted with bid
(Bidders initials)

A Bid guarantee as required by N.J.S.A. 40A:11-21	
A statement of corporate ownership, pursuant to N.J.S.A 52:25-24.2	
A listing of Subcontractor as required by N.J.S.A 40A:11-16	
A Non-Collusion Affidavit (This form <u>must</u> be Notarized)	
Bidder's Affidavit (This form <u>must</u> be Notarized)	
Disclosure of Investment Activities in Iran	
If applicable, bidder's acknowledgment of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	

PROPOSAL (Continued)

BID DOCUMENT SUBMISSION CHECKLIST

TOWNSHIP OF HARDYSTON, NEW JERSEY

HARDYSTON TOWNSHIP SPORTS AND RECREATION COMPLEX TURF MAINTENANCE

B. FAILURE TO SUBMIT THE FOLLOWING DOCUMENTS MAY BE CAUSE FOR THE BID TO BE REJECTED.

Initial Each Item
Submitted with bid
(Bidders initials)

Construction Schedule	
Insurance Certificate	
Statement of Financial Responsibility	
Plan & Equipment Questionnaire	
Copy of Commercial Applicator License	
Manufacturer's Technical data for fertilizer *	
Manufacturer's Technical data for herbicide *	
Manufacturer's Technical data for pesticide *	
Manufacturer's Technical data for seed *	

B. SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements in Sections A. and B. of the BID DOCUMENT SUBMISSION CHECKLIST.

Name of Bidder: _____

By: Authorized Representative:

Signature: _____

Printed Name and Title: _____

Date: _____

* If other than the Manufacturer referenced in these specifications

PROPOSAL (Continued)

ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

TOWNSHIP OF HARDYSTON, NEW JERSEY

HARDYSTON TOWNSHIP SPORTS AND RECREATION COMPLEX TURF MAINTENANCE

Pursuant to N.J.S.A. 40A:11-23.1a., a provision of the New Jersey Local Public Contracts Law, the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provision of changes in a bid proposal may be subject to rejection of the bid.

LOCAL UNIT REFERENCE NUMBER OR TITLE OF ADDENDUM/REVISION	HOW RECEIVED (MAIL, FAX, PICK-UP, ETC.)	DATE RECEIVED

Acknowledgment by Bidder:

Name of Bidder: _____

By: Authorized Representative:

Signature: _____

Printed Name and Title: _____

Date: _____

PROPOSAL (Continued)

SCHEDULE OF PRICES

ANNUAL BASE BID

<u>ITEM NO.</u>	<u>ESTIMATED ANNUAL QUANTITY</u>	<u>DESCRIPTION &</u>	<u>UNIT PRICE</u>	<u>EXTENDED TOTAL</u>
1.	30 Events	CUTTING AND TRIMMING	\$ _____ Per EVENT	\$ _____
			<hr/> <u>(Write Unit Price)</u>	
2.	1 Event	SPRING FERTILIZER APPLICATION	\$ _____ Per EVENT	\$ _____
			<hr/> <u>(Write Unit Price)</u>	
3.	1 Event	EARLY SUMMER FERTILIZER APPLICATION	\$ _____ Per EVENT	\$ _____
			<hr/> <u>(Write Unit Price)</u>	
4.	1 Event	FALL FERTILIZER APPLICATION	\$ _____ Per EVENT	\$ _____
			<hr/> <u>(Write Unit Price)</u>	
5.	1 Event	FALL AERATION	\$ _____ Per EVENT	\$ _____
			<hr/> <u>(Write Unit Price)</u>	
6.	1 Event	FALL OVERSEEDING	\$ _____ Per EVENT	\$ _____
			<hr/> <u>(Write Unit Price)</u>	

PROPOSAL (Continued)

SCHEDULE OF PRICES (Continued)

ANNUAL BASE BID (Continued)

<u>ITEM NO.</u>	<u>ESTIMATED ANNUAL QUANTITY</u>	<u>DESCRIPTION &</u>	<u>UNIT PRICE</u>	<u>EXTENDED TOTAL</u>
7.	1 Event	LATE FALL FERTILIZER	\$_____ Per EVENT	\$_____
			<hr/>	
			(Write Unit Price)	
8.	1 Event	FALL LIME APPLICATION	\$_____ Per EVENT	\$_____
			<hr/>	
			(Write Unit Price)	
9.	13,000 LBS	LIME	\$_____ Per EVENT	\$_____
			<hr/>	
			(Write Unit Price)	
TOTAL ANNUAL BASE BID AMOUNT				\$_____
			<hr/>	
			(Write Total Bid Amount)	

PROPOSAL (Continued)

SCHEDULE OF PRICES

ALTERNATES

<u>ITEM NO.</u>	<u>ESTIMATED ANNUAL QUANTITY</u>	<u>DESCRIPTION &</u>	<u>UNIT PRICE</u>	<u>EXTENDED TOTAL</u>
"A"	1 Event	BALLFIELD EDGING	\$_____ Per EVENT \$_____	

			(Write Unit Price)	
"B"	1 Event	SPRING HERBICIDE APPLICATION	\$_____ Per EVENT \$_____	

			(Write Unit Price)	
"C"	3 Events	INSECTICIDE APPLICATION	\$_____ Per EVENT \$_____	

			(Write Unit Price)	

PROPOSAL (Continued)

(Individual)
NAME: _____ (Partnership)
(Corporation)
(Limited Liability Company)

ADDRESS: _____

TELEPHONE: _____

DATE: _____

SIGNED: _____ TITLE: _____

SIGNED: _____ TITLE: _____

If a partnership, at least two partners must sign Proposal. If a corporation, president and one other officer must sign Proposal and affix corporation seal. If a limited liability company, the managing member must sign the Proposal.

The full names and residences of all persons and parties interested in this Proposal as principals are as follows:
(For a partnership, list each partner, for a corporation list president, secretary, treasurer and manager and state of incorporation, and for limited liability company list the managing member.)

_____	_____
_____	_____
_____	_____

PROPOSAL (Continued)

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

(Name of Principal)
AS PRINCIPAL, AND

(Name of Surety)

AS SURETY, are held and firmly bound unto

The Township of Hardyston hereinafter called the "Municipality" in

the penal sum of _____ DOLLARS,
for the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid dated _____, 2018

for HARDYSTON TOWNSHIP SPORTS AND RECREATION COMPLEX Turf Maintenance

Hardyston Township, Sussex County, New Jersey_____.

NOW, THEREFORE, if the Principal shall not withdraw said bid within sixty (60) days after the date of the opening of same, and if the Obligeo shall accept the Bid of the Principal and the Principal shall enter into a Contract with the Obligeo in accordance with the terms of such Bid, and give such Bonds as may be specified in the Contract Documents with good and sufficient Surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such Contract and give such Bonds within the time specified, if the Principal shall pay to the Obligeo the difference not to exceed the penal amount hereof between the amount specified in said Bid and such larger amount for which the Obligeo may in good faith contract with another party to perform the Work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROPOSAL (Continued)

**Form of Bid Bond
(Continued)**

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are Corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth herein below.

Signed, Sealed, and Dated _____

WITNESS: _____
(Principal)

(CORPORATE SEAL)

BY: _____

TITLE: _____
(Print or Type Name and Title)

WITNESS:

(CORPORATE SEAL) _____
(Surety)

BY: _____
(Attorney-in-fact)

PROPOSAL (Continued)

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)
COUNTY OF _____) ss:

I, _____ of the Municipality
of _____ in the County of _____

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

I am _____ of

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

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

commercial or selling agencies maintained by _____

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

Subscribed and sworn to

before me this _____ day

of _____, 20_____.

(Also type or print name of
affiant under signature)

Notary Public of

My commission expires _____, _____.

PROPOSAL (Continued)

OWNERSHIP DISCLOSURE STATEMENT

In accordance with State law, corporate and partnership bidders on this contract must submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class, or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholders or partner is itself a corporation or partnership, the names and addresses of stockholders holding 10% or more of that corporation's stock, or of the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed.

NAME OF STOCKHOLDER(S) OR PARTNER(S)

ADDRESS(ES)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

PROPOSAL (Continued)

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bidder Name:

**PART 1: CERTIFICATION
BIDDERS ARE TO COMPLETE PART 1 BY CHECKING EITHER BOX**

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

CHECK THE APPROPRIATE BOX:

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

OR

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

PART 2: ADDITIONAL INFORMATION

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

Name: Relationship to Bidder/Offeror:

Description of Activities:

Duration of Engagement: Anticipated Cessation Date:

Bidder/Offeror Contact Name: Contact Phone Number:

PART 3: CERTIFICATION

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments

PROPOSAL (Continued)

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

Full Name (print): Signature:

Title: Date:

PROPOSAL (Continued)

STATEMENT OF FINANCIAL RESPONSIBILITY

1. Previous work of similar nature completed within the past five years. (List Three)

A. Owner _____

Telephone Number _____

Business Address of Owner _____

Type of Work _____

Contract Price \$ _____

Extra Work Required \$ _____

Approximate Date of Award of Contract _____

Approximate Date of Completion _____

Name, Address and Telephone Number of Owner's Engineer or Superintendent

B. Owner _____

Telephone Number _____

Business Address of Owner _____

Type of Work _____

Contract Price _____

Extra Work Required _____

Approximate Date of Award of Contract _____

Approximate Date of Completion _____

Name, Address and Telephone Number of Owner's Engineer or Superintendent

PROPOSAL (Continued)

STATEMENT OF FINANCIAL RESPONSIBILITY (Continued)

C. Owner _____

Telephone Number _____

Business Address of Owner _____

Type of Work _____

Contract Price \$ _____

Extra Work Required \$ _____

Approximate Date of Award of Contract _____

Approximate Date of Completion _____

Name, Address and Telephone Number of Owner's Engineer or Superintendent

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

3. General Business Reference (List two or three).

Name Occupation Business Address Telephone No.

A. _____

B. _____

C. _____

4. Bank Reference

Name Address Telephone No.

PROPOSAL (Continued)

STATEMENT OF FINANCIAL RESPONSIBILITY (Continued)

5. Corporate Surety

Name _____

Address _____

Telephone No. _____

6. Insurance Company/Companies

Name **Address** **Telephone No.**

7. Number of Permanently employed persons in your Organization.

8. Number of Additional employees contemplated for this work.

Signature of Bidder

Business Address

Telephone Number

Date

PROPOSAL (Continued)

PLAN AND EQUIPMENT QUESTIONNAIRE

Submitted to _____

By _____
A Corporation
A Partnership
An Individual
A Limited Liability Company

Principal Office _____

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

1. In what manner have you inspected the proposed work?
Explain in detail.

2. Explain your plan or layout for performing the proposed work.

PLAN AND EQUIPMENT QUESTIONNAIRE (Continued)

3. The work, if awarded to you, will have the personal supervision of whom?

4. Do you intend to do the aeration on the proposed work with your own forces? _____

PROPOSAL (Continued)

If so, give type of equipment to be used. (Use separate form if necessary.)

5. Do you intend to do the herbicide and pesticide applications on the proposed work with your own forces?

If so, give type of equipment to be used. (Use separate form if necessary.)

PROPOSAL (Continued)

PLAN AND EQUIPMENT QUESTIONNAIRE (Continued)

STATUS OF CONTRACTS ON HAND

5. Give full information about all of your contracts, whether private or government contracts, whether prime or sub-contracts; whether in progress or awarded but not yet begun; or where you are low bidder pending formal award of contract.

OWNER	LOCATION	DESCRIPTION	ADJUSTED CONTRACT AMOUNT	AMOUNT COMPLETED AND BILLED	BALANCE TO BE COMPLETED	ESTIMATED DATE OF COMPLETION
TOTALS						

PROPOSAL (Continued)

PLAN AND EQUIPMENT QUESTIONNAIRE (Continued)

What equipment do you own that is available for and intended to be used on the proposed project?

TABLE 1

QUANTITY	DESCRIPTION SIZE, CAPACITY, ETC.	CONDITION	YEARS OF SERVICE	PRESENT LOCATION

PROPOSAL (Continued)

PLAN AND EQUIPMENT QUESTIONNAIRE (Continued)

7. What equipment do you intend to purchase or lease for use on the proposed work, should the contract be awarded to you?

TABLE 2

QUANTITY	DESCRIPTION SIZE, CAPACITY, ETC.	COST TO PURCHASE	COST TO LEASE

8. Have you made contracts or received firm offers for all materials within prices used in preparing your proposal? Do not give name of dealers or manufacturers.

PROPOSAL (Continued)

PLAN AND EQUIPMENT QUESTIONNAIRE (Continued)

The undersigned hereby declare that the items of equipment in Table #1 are owned by _____
_____ and are available for and intended to be used on the Project, if

_____ is awarded the contract, and that _____
_____ propose to purchase or lease
for the Project the additional items of equipment stated in Table #2.

If awarded the contract, the undersigned will furnish certificates from the owners of leased equipment to the effect, that in case of default of contract, as set forth in Article 1.7.6, the Municipality has the right to take over the leased equipment for use in completing the work, as provided in Article 1.4.9 of the Standard Specifications.

Dated at _____ this _____
day of _____, 20_____.

Name of Organization

By _____
Title of Person Signing

STATE OF _____

ss.

COUNTY OF _____

_____, being

duly sworn and says that he is _____, of the above

Name of Organization

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this _____

day of _____, 20_____.

My commission expires _____

PROPOSAL (Continued)

IDENTIFICATION OF SUBCONTRACTORS

Will any part of the Work be subcontracted? YES () NO ()

Bidders shall identify all subcontractors who will be used in the work except vendors, and shall use the subcontractors listed. Furthermore, for work which requires State licenses or permits, bidders must provide license and/or permit numbers, expiration dates, and copies of the documents for all affected subcontractors. If applicable, bidders shall supply said information with respect to their own licenses and/or permits.

Failure to provide any of the foregoing information will result in rejection of the bid. Attach additional sheets if necessary.

Name _____

Address _____

Trade _____ License/Permit _____

Name _____

Address _____

Trade _____ License/Permit _____

Name _____

Address _____

Trade _____ License/Permit _____

Name _____

Address _____

Trade _____ License/Permit _____

Signature:

The undersigned hereby acknowledges and has submitted the above listed Mandatory Form.

Name of Bidder: _____

By: Authorized Representative
Signature: _____

Printed Name and Title _____

Date: _____

PROPOSAL (Continued)

BIDDER'S AFFIDAVIT

State of _____)

ss:

County of _____)

being duly sworn, deposes and says that he resides at

that he is the _____

(Title)

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

(Affiant)

Subscribed and sworn to before me

this _____

day of _____, 20_____.

_____ (Seal)

(Notary Public)

My Commission expires:

NOTICE OF AWARD

TO: _____

**CONTRACT DESCRIPTION: HARDYSTON TOWNSHIP SPORTS AND RECREATION COMPLEX:
TURF MAINTENANCE**

YOU ARE HEREBY NOTIFIED that the bid submitted by you on

_____ in the amount of

_____ dollars

(\$ _____)

for the above-described contract has been accepted by the

Township of Hardyston
(Municipality)

You are required to execute the Agreement to verify your acceptance of this Contract and to furnish the requisite documents, including the Guarantees and the Certificate of Insurance, within ten (10) days after the date of this Notice. If you fail to offer responsive documents within ten (10) days from the date of this Notice, the Municipality will be entitled to consider all of your rights arising out of the Municipality's acceptance to your Bid as abandoned and as a forfeiture of your Bid Guarantee and the Municipality will be entitled to such other rights as may be granted by law.

Dated this _____ day of _____, **2018**

FOR THE

Township of Hardyston
(Municipality)

BY: _____

TITLE: _____

AGREEMENT

**HARDYSTON TOWNSHIP SPORTS AND RECREATION FACILITY -
FIELD MAINTENANCE
TOWNSHIP OF HARDYSTON
SUSSEX COUNTY, NEW JERSEY**

THIS AGREEMENT, made this ____ day of ____ in the year Two Thousand and _____, by and between the Township of Hardyston, in the County of Sussex, a Municipal corporation of the State of New Jersey, having an office at 149 Wheatsworth Road, Hardyston, New Jersey, herein called the "Municipality," and

(Name of Contractor)

(Address)

herein called the "Contractor".

WITNESSED: that the parties to these presents, each in consideration of the agreements on the part of the other, herein contained, do hereby agree as follows:

1. The Contractor will, at his expense, furnish all labor, services and all materials for the construction and completion of the work proposed to be done for the Municipality, and will construct, complete and finish the same in a workmanlike manner to the satisfaction and approval of Hardyston Township, in the manner and within the time hereinafter limited, and in accordance with the Contract Documents, including but not limited to the Information for Bidders, Proposal, General Conditions, Specifications dated September 2022, which are hereby fully incorporated and with the same effects as if the same had been set forth in the body of this Agreement.

2. The Contractor agrees to make payments of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify, and save harmless the Municipality, its officers, employees, agents and servants, and each and every one of them, against and from all damages to which the said parties must be put, by reason of injury to the person or property of others resulting from performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or omission on the part of the Contractor, or his agent or agents, employees or servants.

AGREEMENT (Continued)

3. It is also agreed and understood that the acceptance of the final payment of the Contract shall be considered as a release in full of all claims against the Municipality, or any of its officers, employees, agents and servants, arising out of or by reason of, the work done and materials furnished under this Contract.

In consideration of the premises, the Municipality hereby agrees to pay to the Contractor for the said work, when fully completed, the estimated sum of:

_____ Dollars, and
_____ Cents. (\$ _____)

payments to be made at the prices specified in the Contractor's Proposal, as provided in the Specifications, and upon presentation of the proper certificates to the Municipality and upon the terms set forth in the Specifications. It is understood that the amount to be paid shall be the total based on the said prices contained in the said Proposal and made a part of the Contract, for the work actually done.

This Contract is to be binding upon the Municipality and its successor or successors, and upon the Contractor and its executors, administrators, successor or successors, and is voidable and may be terminated by the Municipality if the provisions of the Specifications relative thereto are not complied with.

IN WITNESS WHEREOF, the said parties hereto have duly executed this Agreement in the day and year first above written.

ATTEST:

**HARDYSTON TOWNSHIP
IN THE COUNTY OF SUSSEX**

Jane Bakalarczyk, Clerk

BY: _____
Carl Miller, Mayor

Date

ATTEST:

CONTRACTOR

BY: _____
(SEALED)

Date

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF NEW JERSEY, COUNTY OF _____ SS:

I CERTIFY that on _____, 20__,

personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named and personally signed the attached document, and
- (b) signed, sealed and delivered this document as his or her act and deed.

(Print Name and Title below Signature)

ACKNOWLEDGMENT OF PARTNERSHIP

STATE OF _____)
 :SS:
COUNTY OF _____)

BE IT REMEMBERED, that this _____ day of _____, 20__, before me, the subscriber, a _____ of the State of _____, personally appeared _____, who, I am satisfied, is one of the members of the firm of _____, the partnership named therein and he/she thereupon acknowledged that the said instrument made by the partnership and signed by him/her, was signed, sealed and delivered by him/her as such partner and is the voluntary act and deed of the partnership.

(Print Name and Title below Signature)

ACKNOWLEDGMENT FOR CORPORATIONS

STATE OF NEW JERSEY, COUNTY OF _____ SS:

I CERTIFY that on _____, 20__, _____ personally came before me, and that this person acknowledged, under oath, to my satisfaction, that:

- (a) this person is _____, the _____ of _____, the corporation named in the attached document.
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer who is the _____ President of the corporation.
- (C) this document was signed and delivered by the corporation as its voluntary act, duly authorized by a proper resolution of its Board of Directors;
- (d) this person knows the proper seal of the corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on _____, 20__.

(Print name of attesting witness below signature)

STATE OF NEW JERSEY, COUNTY OF _____ SS:

I CERTIFY, that on _____, 20__, _____ personally came before me and this person acknowledged, under oath, to my satisfaction, that:

- (a) this person signed, sealed and delivered the attached document as _____ of _____, the corporation named in this document;
- (b) the proper corporate seal was affixed; and
- (c) this document was signed and made by the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

(Print Name and Title below signature)

NOTICE TO PROCEED

TO: _____

DATE: _____

PROJECT: HARDYSTON TOWNSHIP SPORTS AND RECREATION FACILITY:
Turf Maintenance

You are hereby notified that the contract documents as submitted have been approved and accepted and that work pursuant to your agreement dated

_____, 20__, is to commence on _____, 20__.

TOWNSHIP OF HARDYSTON

BY: _____

TITLE: _____

SPECIFICATIONS

HARDYSTON TOWNSHIP SPORTS AND RECREATION COMPLEX

TURF MAINTENANCE

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SECTION 1000
SUMMARY OF WORK

PART 1: GENERAL

1.01 BACKGROUND

The Hardyston Township Council entered into a lease agreement with the Hardyston Township Elementary School Board of Education to allow construction and operation of a Park/Recreation facility on lands owned by the Board of Education. Construction of the facility began in 1999 and the facility opened in 2001.

1.02 WORK UNDER THIS CONTRACT

The Contractor shall furnish all labor, materials (except as noted), equipment and means to perform Turf Maintenance for the Wheatsworth Road Recreation Facility described herein. The work includes, but is not limited to the following:

- Cutting & Trimming as per Section 2000.
- Ballfield Edging as per Section 2100.
- Fertilizer, Herbicide & Insecticide Applications as per Section 2200
- Lime Application as per Section 2300.
- Aeration as per Section 2400.
- Overseeding as per Section 2500.

The above general outline of principal features does not in any way limit the responsibility of the Contractor to perform all work and furnish the required materials, equipment, labor and means as shown or required by the Contract Documents.

Materials, equipment, labor, etc. obviously a part of the work and necessary of the proper operation and installation of same, although not specifically indicated in the Contract Documents, shall be provided as if called for in detail without additional cost to the Owner.

1.02 LOCATION

All work is to be performed on the Owner's recreation facility located on Wheatsworth Road in Hardyston Township, Sussex County, New Jersey.

SECTION 1000
SUMMARY OF WORK

1.03 DESCRIPTION

The recreation facility encompasses approximately 30 acres and includes four soccer fields, four little league baseball fields, two football/practice soccer fields, a concession/pavilion area, playground, basketball court, walking/nature path and parking facilities.

PART 2: PRODUCTS

Not used

PART 3: EXECUTION

3.1 QUALITY OF WORK

All work shall be performed in accordance with the best landscape and facility maintenance practices in such a manner that the site is safe, attractive and usable and that the plant material is in good condition with horticultural acceptable growth and color.

3.2 PERMITS, CERTIFICATES

The Contractor shall, procure all permits, certificates and licenses required of him by law for the execution of his work. He shall comply with all federal, state and local laws, and regulations relating to the performance of the work.

No chemical herbicide or pesticide shall be applied until its use is approved as appropriate to the purpose and area proposed and shall be used only in strict conformance with federal, state and local regulations and codes, and manufacturer's directions.

3.3 SAFETY

All work performed under these specifications shall be performed in such a manner as to provide maximum safety to any persons using the facility. The Contractor shall maintain all work sites free of hazards to persons and/or property resulting from its operation.

The Contractor shall be solely and completely responsible for conditions in, on or near the job site, including safety of all persons and property affected directly or indirectly by his operations during performance of the work.

The duty of the Owner's Representative to observe work performed is not intended to include review of the adequacy of the Contractor's safety measures, in, on or near the construction site.

3.4 COORDINATION

The Contractor will be required to coordinate his work and to phase the maintenance operations to prevent interference to operation of the Owner's facilities. Any work requiring shut-down of facilities, must be scheduled and performed only at such times as shall be authorized by the Owner. All work must be completed during the specific periods authorized by the Owner.

In addition to the above, the Contractor, shall coordinate scheduling, submittals, and work of the various section of specification to assure efficient and orderly completion of work.

SECTION 1100
BASIS OF PAYMENT

ANNUAL BID ITEMS

ITEM 1: CUTTING AND TRIMMING

1.01 WORK INCLUDED

For the unit price bid under the subdivision of this Item, the Contractor shall install or furnish all means, labor, material and equipment necessary to cut and trim turf areas and service planting beds and service the tot lot as described in the appropriate section(s) of the contract documents.

1.02 BASIS OF PAYMENT

Payment will be made under the Item "Cutting and Trimming" at the lump sum price per event in the proposal, which price shall include the cost of furnishing all means, labor, material and equipment necessary for and incident to the work of "Cutting and Trimming".

ITEM 2: SPRING FERTILIZER APPLICATION

2.01 WORK INCLUDED

For the unit price bid under the subdivision of this Item, the Contractor shall install or furnish all means, labor, material and equipment necessary for Spring fertilizer application as described in the appropriate section(s) of the contract documents.

2.02 BASIS OF PAYMENT

Payment will be made under the Item "Spring Fertilizer Application" at the lump sum price per event in the proposal, which price shall include the cost of furnishing all means, labor, material and equipment necessary for and incident to the work of "Spring Fertilizer Application".

ITEM 3: EARLY SUMMER FERTILIZER APPLICATION

3.01 WORK INCLUDED

For the unit price bid under the subdivision of this Item, the Contractor shall install or furnish all means, labor, material and equipment necessary for early Summer fertilizer application as described in the appropriate section(s) of the contract documents.

3.02 BASIS OF PAYMENT

Payment will be made under the Item "Early Summer Fertilizer Application" at the lump sum price per event in the proposal, which price shall include the cost of furnishing all means, labor, material and equipment necessary for and incident to the work of "Early Summer Fertilizer Application".

SECTION 1100
BASIS OF PAYMENT

ITEM 4: FALL FERTILIZER APPLICATION

4.01 WORK INCLUDED

For the unit price bid under the subdivision of this Item, the Contractor shall install or furnish all means, labor, material and equipment necessary for Fall fertilizer application as described in the appropriate section(s) of the contract documents.

4.02 BASIS OF PAYMENT

Payment will be made under the Item "Fall Fertilizer Application" at the lump sum price per event in the proposal, which price shall include the cost of furnishing all means, labor, material and equipment necessary for and incident to the work of "Fall Fertilizer Application".

ITEM 5: FALL AERATION

5.01 WORK INCLUDED

For the unit price bid under the subdivision of this Item, the Contractor shall install or furnish all means, labor, material and equipment necessary to aerate turf areas as described in the appropriate section(s) of the contract documents.

5.02 BASIS OF PAYMENT

Payment will be made under the Item "Fall Aeration" at the lump sum price per event in the proposal, which price shall include the cost of furnishing all means, labor, material and equipment necessary for and incident to the work of "Fall Aeration".

ITEM 6: FALL OVERSEEDING

6.01 WORK INCLUDED

For the unit price bid under the subdivision of this Item, the Contractor shall install or furnish all means, labor, material and equipment necessary to overseed turf areas as described in the appropriate section(s) of the contract documents.

6.02 BASIS OF PAYMENT

Payment will be made under the Item "Fall Overseeding" at the lump sum price per event in the proposal, which price shall include the cost of furnishing all means, labor, material and equipment necessary for and incident to the work of "Fall Overseeding".

SECTION 1100
BASIS OF PAYMENT

ITEM 7: LATE FALL FERTILIZER APPLICATION

7.01 WORK INCLUDED

For the unit price bid under the subdivision of this Item, the Contractor shall install or furnish all means, labor, material and equipment necessary for late Fall fertilizer application as described in the appropriate section(s) of the contract documents.

7.02 BASIS OF PAYMENT

Payment will be made under the Item "Late Fall Fertilizer Application" at the lump sum price per event in the proposal, which price shall include the cost of furnishing all means, labor, material and equipment necessary for and incident to the work of "Late Fall Fertilizer Application".

ITEM 8: FALL LIME APPLICATION

8.01 WORK INCLUDED

For the unit price bid under the subdivision of this Item, the Contractor shall install or furnish all means, labor, and equipment necessary for Fall lime application and soil sampling as described in the appropriate section(s) of the contract documents.

8.02 BASIS OF PAYMENT

Payment will be made under the Item "Fall Lime Application" at the lump sum price per event in the proposal, which price shall include the cost of furnishing all means, labor, and equipment necessary for and incident to the work of "Fall Lime Application".

Separate Payment shall be made for the quantity of "Lime", actually utilized as indicated below.

Except as otherwise provided, there will be no direct payment for soil testing; but its cost shall be included in the price bid in the Proposal for other bid items.

ITEM 9: LIME

9.01 WORK INCLUDED

For the unit price bid under the subdivision of this Item, the Contractor shall furnish all means, labor, material and equipment necessary to provide Lime as described in the appropriate section(s) of the contract documents.

9.02 BASIS OF PAYMENT

Payment will be made under the Item "Lime" at the unit price bid in the proposal for the number of pounds of material actually utilized in accordance with the contract documents and verified as herein outlined, which price shall include the cost of the material, trucking, labor, equipment, and all else necessary therefore and incidental thereto.

SECTION 1100
BASIS OF PAYMENT

ALTERNATE BID ITEMS

ITEM "A": BALLFIELD EDGING

A.01 WORK INCLUDED

For the unit price bid under the subdivision of this Item, the Contractor shall install or furnish all means, labor, material and equipment necessary to edge the ballfields as described in the appropriate section(s) of the contract documents.

A.02 BASIS OF PAYMENT

Payment will be made under the Item "Ballfield Edging" at the lump sum price per event in the proposal, which price shall include the cost of furnishing all means, labor, material and equipment necessary for and incident to the work of "Ballfield Edging".

ITEM "B": SPRING HERBICIDE APPLICATION

B.01 WORK INCLUDED

For the unit price bid under the subdivision of this Item, the Contractor shall install or furnish all means, labor, material and equipment necessary for Spring herbicide application as described in the appropriate section(s) of the contract documents.

B.02 BASIS OF PAYMENT

Payment will be made under the Item "Spring Herbicide Application" at the lump sum price per event in the proposal, which price shall include the cost of furnishing all means, labor, material and equipment necessary for and incident to the work of "Spring Herbicide Application".

ITEM "C": INSECTICIDE APPLICATION

C.01 WORK INCLUDED

For the unit price bid under the subdivision of this Item, the Contractor shall install or furnish all means, labor, material and equipment necessary for insecticide application as described in the appropriate section(s) of the contract documents.

C.02 BASIS OF PAYMENT

Payment will be made under the Item "Insecticide Application" at the lump sum price per event in the proposal, which price shall include the cost of furnishing all means, labor, material and equipment necessary for and incident to the work of "Insecticide Application".

SECTION 1200
ALTERNATIVES

PART 1: GENERAL

1.01 RELATED WORK

Alternative equipment, methods and material must be listed in the Bid. Failure to submit information on alternatives as required by the Owner is cause for rejection of the proposed alternative and only the specified equipment and material will be permitted to be incorporated in the finished project.

All alternative equipment, methods and materials offered in the Bid must comply with the detailed requirements of the Specifications and shall be covered by the specified guarantees and warranties. If it is determined that the alternatives do not conform with the Specifications, such proposed alternatives shall not be accepted and the Contractor will be required to furnish and install the specified equipment and materials.

No alternative materials, methods and equipment will be incorporated in the finished project except an alternative accepted in writing by the Owner pursuant to the requirements of this Section 1200. Acceptance by the Owner of any such alternative shall not relieve the Contractor of responsibility for assuring that any such alternative will, after installation or incorporation in the Work, conform to any performance requirements and other information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

1.02 PAYMENT

The Contractor shall pay for all installation costs necessitated by the selection of alternatives. Such costs are included in the Contract price and any modifications as stated in the Bid.

PART 2: PRODUCTS

Not used.

PART 3: EXECUTION

Not used.

SECTION 1300
SUBMITTAL

PART 1: GENERAL

1.01 BEFORE STARTING WORK

A. **CONSTRUCTION SCHEDULE**

The Contractor shall prepare and submit to the Owner for approval, a Construction Schedule. This submittal is to be made within 10 days of the Notice to Proceed. The method of schedule preparation required is a Gantt Chart or other type of graphic description showing the proposed sequence and dates for work activities. The schedule shall establish the weekly, monthly and seasonal routine of work to be followed in the performance of these specifications.

Approval of the Schedule by the Owner is advisory only and shall not relieve the Contractor of his responsibility for accomplishing the work within the Contract Times. Omissions and errors in the approved schedule shall not excuse performance less than that required by the Contract. Approval by the Owner in no way makes the Owner an insurer of the success of those schedules of liable for time or cost overruns following from shortcomings in such schedules.

B. **REQUIREMENTS FOR CONFORMING WITH SCHEDULE**

If in the opinion of the Owner, the Contractor falls behind the Construction Schedule, the Contractor shall take such steps as will be necessary to improve his progress, and the Owner may require the Contractor to submit for approval such supplementary schedule or schedules as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the Owner.

C. **INSURANCE CERTIFICATES**

The Contractor shall submit to the Owner, a copy of his insurance certificates.

D. **COMMERCIAL APPLICATOR LICENSE:**

The Contractor shall submit to the Owner, a copy of his commercial applicator license.

SECTION 1300
SUBMITTAL

E. **MANUFACTURER'S TECHNICAL DATA:**

If products other than the product or manufacturers in these specifications are proposed to be used as an alternate, the Contractor shall submit to the Owner manufacturer's technical data for the following items for approval prior to work: spring herbicide, spring fertilizer, early summer fertilizer, fall fertilizer, late fall fertilizer, insecticide, seed and lime

1.02 DURING WORK

A. **DELIVERY:**

Each delivery of fertilizer, herbicide, insecticide, lime or seed shall be accompanied by a delivery slip indicating the weight and chemical analysis of the composition.

1.03 SAMPLES

When required by the Owner or where noted in other Sections of these Specifications, samples or material or technical data shall be submitted for approval.

Include identification on each sample, with full description and project information.

Submit the number or samples specified in individual specification sections: one of which may be retained by Owner.

Reviewed samples which may be used in the Work are indicated in individual specification sections.

PART 2: PRODUCTS

Not used.

PART 3: EXECUTION

Not used.

SECTION 2000
CUTTING & TRIMMING

PART 1: GENERAL

1.01 SCOPE

The Contractor shall furnish all labor, material, equipment and means to perform the following:

- A. Clean up and removal of litter, debris, paper trash, twigs and other undesirable material prior to mowing.
- B. Mow turf areas
- C. Trim turf edges
- D. Service planting beds and tot lot

PART 2: PRODUCTS

2.01 EQUIPMENT

Turf areas shall be mowed with power propelled mowers. Appropriate safety guards shall be installed at all times. Mowers shall be maintained so as to provide a smooth, even cut without tearing. The adjustments will provide a uniform, level cut without ridges or depressions.

PART 3: EXECUTION

3.01 CUTTING

All turf areas shall be inspected and policed for litter, debris, paper trash, twigs and all other undesirable materials prior to each mowing. Litter, debris, paper trash, twigs and all other undesirable material shall be cleaned up and removed prior to cutting. Under no circumstances shall the Contractor allow paper or litter to be shredded by mowers.

The turf shall be cut at a uniform height, scalping and uneven cutting shall be prevented. Mower blades shall be maintained in a good condition for an even cut. Any excess clippings shall be dispersed and/or collected to prevent damage to existing turf areas or if it causes an unsightly appearance. Clippings and cuttings shall be removed or blown off of paved areas and drainage inlets upon completion of the work specified in this section.

Cutting shall be conducted throughout the site on a weekly basis from April 1 through October 30. Cutting shall be performed so that no more than 1/3 of the grass is removed during each cutting in returning the grass to the accepted height (described below). The owner may request alteration of this cutting frequency for reasons of seasonal weather patterns.

Turf shall be cut to a 3 inch height during the summer season (i.e., between May 15 and September 15).

Turf shall be cut to a 2 inch height throughout the remaining mowing season.

A cutting schedule shall be adhered to during the entire mowing season to meet the established criteria. Any deviation from these guidelines must receive prior approval from the Owner.

SECTION 2000
CUTTING & TRIMMING

3.02 TRIMMING

Trimming along buildings, fencing, paved areas, poles, posts, trees, shrubs and other mowing obstacles shall be performed during each cutting. The trimming shall maintain a neat clean appearance and special care shall be taken not to damage trees and shrubs. The grass to be trimmed shall not be trimmed less than the desired height of cut determined by the cutting operation.

3.03 SERVICING PLANTING BEDS AND TOT LOT

All planting beds and the tot lot shall be inspected and policed for litter, debris, paper trash, weeds and all other undesirable materials during each cutting. Litter, debris, paper trash and all other undesirable material shall be cleaned up and removed. All planting beds and the tot lot shall be weeded and edged as needed to maintain a neat, clean appearance. Edging shall be done by power edging equipment or by hand. Chemicals shall not be used unless approved prior to application.

SECTION 2100
BALLFIELD EDGING

PART 1: GENERAL

1.01 SCOPE

The Contractor, in addition to the regular turf maintenance as specified in other sections of these specifications, shall furnish all labor, material, equipment and means to edge the baseball fields.

PART 2: PRODUCTS

2.01 EQUIPMENT

Edging shall be done by power edging equipment.

PART 3: EXECUTION

All ballfield skinned/dirt areas shall be inspected and policed for litter, debris, paper trash, twigs and all other undesirable materials. Litter, debris, paper trash and all other undesirable material shall be cleaned up and removed. The turf line shall be edged along the infield-outfield line, along base lines and other appropriate turf demarcation areas to provide a neat, clean appearance and prevent turf from encroaching or spreading into these skinned/dirt areas. Any excess clippings shall be collected and removed.

SECTION 2200
FERTILIZER, HERBICIDE AND INSECTICIDE APPLICATION

PART 1: GENERAL

1.01 SCOPE

The Contractor shall furnish all labor, material, equipment and means to perform the following:

- A. Spring Herbicide Application
- B. Spring Fertilizer Application
- C. Early Summer Fertilizer Application (i.e., early June)
- D. Fall Fertilizer Application (i.e., between September 15 and October 15).
- E. Late Fall Fertilizer Application (i.e., between October 15 and November 15).
- F. Insecticide Application

1.02 SUBMITTALS

In accordance with Section 1300, submit the following for approval and/or verification:

- A. Manufacture's technical data for the spring herbicide
- B. Manufacture's technical data for the spring fertilizer
- B. Manufacture's technical data for the early summer fertilizer
- C. Manufacture's technical data for the fall fertilizer
- D. Manufacture's technical data for the late fall fertilizer
- E. Manufacture's technical data for the insecticide
- F. Copy of Commercial Applicator license.
- G. Each delivery of fertilizer or herbicide or insecticide shall be accompanied by a delivery slip indicating the weight and chemical analysis of the composition.

PART 2: PRODUCTS

2.01 MATERIAL

- A. SPRING HERBICIDE
United Horticultural Supply Chaser or Chaser Ultra, or approved equivalent commercial grade liquid post-emergent selective broadleaf herbicide.

SECTION 2200
FERTILIZER AND HERBICIDE APPLICATION

D. **FALL FERTILIZER**

Lebanon Turf Products NX-PRO 10-24-18 with METH-EX 40, or approved equivalent commercial grade fertilizer having the following properties:

1. **FEATURES:**
Low odor, free flowing, substantially noncaking, homogeneous base potash granular starter fertilizer of SGN 145, augmented with methylene urea complex that incorporates both water-soluble and slow-release nitrogen, free of foreign materials.
2. **GUARANTEED ANALYSES:**
Nitrogen (N)..... not less than 10%
 5.0 % Ammoniacal Nitrogen
 2.0 % Water Insoluble Nitrogen
 3.0 % Other Soluble Methylene Urea Nitrogen
Phosphate (P₂O₆)..... not less than 24%
Potash (K₂O)..... not less than 18% 18.0 % Sulfate of Potash
Sulfur (S)..... not less than 6% 6.0 % Combined Sulfur

E. **LATE FALL FERTILIZER**

Lebanon Turf Products NX-PRO 29-5-10, or approved equivalent commercial grade fertilizer having the following properties:

1. **FEATURES:**
Low odor, blended, free flowing and substantially noncaking granular fertilizer of SGN 195, augmented with sulfur encapsulated controlled-release nitrogen, free of foreign materials.
2. **GUARANTEED ANALYSES:**
Nitrogen (N)..... not less than 29%
 2.0 % Ammoniacal Nitrogen
 15.4 % Urea Nitrogen
 11.6 % Controlled Release Nitrogen
Phosphate (P₂O₆)..... not less than 5%
Potash (K₂O)..... not less than 10% 10.0 % Muriate Potash

F. **INSECTICIDE**

Aventis/Chipco Professional Products Sevin, or approved equivalent commercial grade liquid insecticide labeled for tick control

SECTION 2200
FERTILIZER AND HERBICIDE APPLICATION

PART 3: EXECUTION

3.01 SPRING HERBICIDE APPLICATION

Foliage sprays shall be applied when weeds are actively growing. Application shall be made by a licensed commercial applicator in a manner to avoid contacting nearby susceptible crops or other desirable plants and to avoid contaminating water intended for irrigation or domestic use. Product shall be handled and applied to turf areas in accordance with all applicable laws and regulations as well as the manufacturer's recommendations and use precautions to attain a kill of 90% of broadleaf weeds.

The contractor shall clear the public from the area prior to the application. The contractor shall post signs indicating that the facility is closed and shall install flagging indicating that the area has been treated with a herbicide. The contractor shall provide the owner with and post copies of the product's Material Safety Data Sheet (MSDS) at the site.

3.02 SPRING FERTILIZER APPLICATION

Product shall be handled in accordance with the manufacturer's recommendations and shall be applied to all turf areas at a rate of 175 pounds per acre.

3.03 EARLY SUMMER FERTILIZER APPLICATION

Fertilizer shall be handled in accordance with the manufacturer's recommendations and shall be applied to all turf areas at a rate of 175 pounds per acre.

3.04 FALL FERTILIZER APPLICATION

Fertilizer shall be handled in accordance with the manufacturer's recommendations and shall be applied to all turf areas at a rate of 175 pounds per acre.

3.05 LATE FALL FERTILIZER APPLICATION

Fertilizer shall be handled in accordance with the manufacturer's recommendations and shall be applied to all turf areas at a rate of 175 pounds per acre.

3.06 INSECTICIDE APPLICATION

Applications shall be made by a licensed commercial applicator with properly calibrated and adjusted application equipment to insure proper rate and accurate placement. Treat entire area and perimeter areas where exposures to ticks may occur with a thorough and uniform spray coverage. Application shall be made in a manner to avoid contaminating water intended for irrigation or domestic use and to avoid staining of surface where visible spray residues are objectionable. Product shall be handled and applied in accordance with all applicable laws and regulations as well as the manufacturer's recommendations and use precautions to control nymphal and adult ticks.

The contractor shall clear the public from the area prior to the application. The contractor shall post signs indicating that the facility is closed and shall install flagging indicating that the area has been treated with an insecticide. The contractor shall provide the owner with and post copies of the product's Material Safety Data Sheet (MSDS) at the site.

SECTION 2300
LIME APPLICATION

PART 1: GENERAL

1.01 SCOPE

The Contractor shall furnish all labor, material, equipment and means to perform the following:

- A. Soil Sampling and Testing
- B. Fall Lime Application

1.02 SUBMITTALS

In accordance with Section 1300, submit the following for approval and/or verification:

- A. Soil Testing Facility
- B. Each delivery of lime shall be accompanied by a delivery slip indicating the weight and chemical analysis of the composition.

PART 2: PRODUCTS

2.01 MATERIAL

Commercial grade lime.

PART 3: EXECUTION

3.01 SOIL TESTING

As a guide for specific applications, four random soil samples shall be collected from the site and submitted to an approved testing facility to determine the acidity and nutrient status of the site soils. The samples shall be analyzed for the parameters, characteristics and Cation Exchange Capacity (CEC) presented in Appendix C. The samples shall be collected at least one week prior to any application. The testing facility shall provide the Owner with a certified report including the test results and application recommendations.

3.02 LIME APPLICATION

Lime shall be handled in accordance with the manufacture's recommendations and shall be applied to all turf areas at a rate determined by the soil testing. Should the soil test results indicate satisfactory soil conditions, a maintenance application at a rate of 10 lbs per 1,000 S.F. shall be applied to all turf areas.

SECTION 2400
AERATION

PART 1: GENERAL

1.01 SCOPE

The Contractor shall furnish all labor, material, equipment and means to perform the following:

- A. Fall Aeration of all turf areas (i.e., between September 15 and October 15).

PART 2: PRODUCTS

2.01 EQUIPMENT

Turf areas shall be aerated with an open tine (core) aerator or a vibrating tine soil fracturing aerator.

PART 3: EXECUTION

Using open tines (core) the turf areas are to be aerated in 2 different directions. During aeration a sufficient number of plugs, at a consistence depth and spacing, shall be removed per square foot. The tine's angle of entry and exist shall be maintained as upright as possible to minimizes scuffing of the turf surface. Minimal surface disruption with extensive fracture of the soils in the root zone shall be achieved using a vibrating tine soil fracturing aerator.

SECTION 2500
OVERSEEDING

PART 1: GENERAL

1.01 SCOPE

The Contractor shall furnish all labor, material, equipment and means to perform the following:

- A. Fall Overseeding of all turf areas (i.e., between September 15 and October 15).

1.02 SUBMITTALS

In accordance with Section 1300, submit the following for approval and/or verification:

- A. Manufacturer's technical data for the seed mix
- B. Each delivery of seed shall be accompanied by a delivery slip indicating the weight and analysis of the composition, purity and germination of the seed mixture.

PART 2: PRODUCTS

2.01 MATERIAL

A. SEED MIX

Lebanon Turf Products Proscap Sportsturf Mix, or approved equivalent commercial grade seed having the following properties:

<u>KIND OF SEED</u>	<u>MINIMUM PURITY</u>	<u>MINIMUM GERMINATION</u>	<u>TOTAL WEIGHT OF MIXTURE</u>
Masterpiece Tall Fescue	97 %	85 %	50 %
Rembrandt Tall Fescue	97 %	85 %	20 %
Secretariat Perennial Ryegrass	95 %	90 %	20 %
Champagne Kentucky Bluegrass	98 %	75 %	10 %

PART 3: EXECUTION

Seed shall be handled in accordance with the manufacturer's recommendations and shall be applied to all turf areas at a rate of 100 pounds per acre. The seed shall be applied uniformly in two directions.

The fall overseeding shall be completed after aeration. The turf area shall be mowed closely prior to seed application in order to facilitate sufficient soil-to seed contact.

APPENDIX "A"

APPENDIX "B"

APPENDIX "C"
(APRIL 2001 SOIL SAMPLING SUMMARY)

SPECIAL INSTRUCTIONS AND CONDITIONS

1. THIS IS A THIS A TWO YEAR CONTRACT WITH THE POSSIBILITY OF TWO ONE YEAR EXTENSIONS. EXTENSIONS SHALL BE AT THE DISCRETION OF THE HARDYSTON TOWNSHIP COUNCIL UPON THE TERMS SET FORTH IN N.J.S.A .40A:11-15. ANY CONTRACT EXTENSION SHALL BE AWARDED BY RESOLUTION OF THE HARDYSTON TOWNSHIP COUNCIL UPON A FINDING BY THE COUNCIL THAT THE SERVICES ARE BEING PERFORMED IN AN EFFECTIVE AND EFFICIENT MANNER. AWARD SHALL BE MADE NO LATER THAN MARCH 1ST OF THE YEAR APPLICABLE TO THE EXTENSION. ANY PRICE CHANGE IN SAID EXTENSION OR EXTENSIONS SHALL NOT EXCEED THE CHANGE IN THE INDEX RATE FOR THE 12 MONTHS PRECEDING THE MOST RECENT QUARTERLY CALCULATION AVAILABLE AT THE TIME THE CONTRACT IS RENEWED. ANY EXTENDED OBLIGATION OF THIS CONTRACT SHALL BE SUBJECT TO THE AVAILABILITY AND APPROPRIATION ANNUALLY OF SUFFICIENT FUNDS AS MAY BE REQUIRED TO MEET THE EXTENDED OBLIGATION.

2. THE CONTRACT INCLUDES ALTERNATE "A" (BALLFIELD EDGING) AND ALTERNATE "B" (SPRING HERBICIDE APPLICATION) AND ALTERNATE "C" (INSECTICIDE APPLICATION). EACH OF THESE ALTERNATES WILL BE ADDED TO THE SCOPE OF THE PROJECT AT THE DISCRETION OF THE MUNICIPALITY. THE AWARD OF THIS CONTRACT WILL BE DETERMINED USING BASE BID ITEMS ONLY. NO CONSIDERATION WILL BE GIVEN TO THE PRICES FOR THE ALTERNATE "A" OR ALTERNATE "B" OR ALTERNATE "C" ITEMS IN DETERMINING WHO IS THE LOWEST RESPONSIBLE BIDDER. SHOULD THE MUNICIPALITY DECIDE, TO AWARD THE WORK INDICATED AS ALTERNATE "A", AND/OR ALTERNATE "B" AND/OR ALTERNATE "C" THE SUCCESSFUL BIDDER WILL BE RESPONSIBLE FOR COMPLETING THIS ADDITIONAL WORK. ANY PROPOSAL WHICH HAS NOT INCLUDED UNIT PRICES AND EXTENSIONS FOR ALTERNATE "A" AND ALTERNATE "B" AND ALTERNATE "C" WILL BE CONSIDERED INCOMPLETE.

SPECIAL INSTRUCTION AND CONDITIONS
(Continued)

3. THE CONTRACT ALTERNATES INCLUDE HERBICIDE AND INSECTICIDE APPLICATION(S). APPLICATION(S) SHALL ONLY BE MADE BY A LICENSED COMMERCIAL APPLICATOR IN ACCORDANCE WITH ALL APPLICABLE LAWS, REGULATIONS AND THE MANUFACTURER'S RECOMMENDATIONS. THE CONTRACTOR SHALL CLEAR THE PUBLIC FROM THE AREA PRIOR TO THE APPLICATION(S). THE CONTRACTOR SHALL POST SIGNS INDICATING THAT THE FACILITY IS CLOSED AND SHALL INSTALL FLAGGING INDICATING THAT THE AREA HAS BEEN TREATED. THE CONTRACTOR SHALL PROVIDE THE OWNER WITH COPIES OF THE PRODUCT'S MATERIAL SAFETY DATA SHEET (MSDS) AND POST COPIES OF THE MSDS AT THE SITE.
4. THE CONTRACT INCLUDES SOIL SAMPLING AND TESTING. HOWEVER, THERE WILL BE NO DIRECT PAYMENT FOR SOIL SAMPLING AND TESTING; ITS COST SHALL BE INCLUDED IN THE PRICE BID IN THE PROPOSAL FOR OTHER BID ITEMS.
5. FOUR SOIL SAMPLES WERE COLLECTED FROM THE SITE IN APRIL 2001. THE SAMPLES WERE SUBMITTED TO A SOIL TESTING FACILITY FOR ANALYSIS. A SUMMARY OF THE TESTING RESULTS ASSOCIATED WITH THESE SOIL SAMPLES IS PRESENTED IN APPENDIX C.