

REQUEST FOR PROPOSALS

Public Notice is hereby given that **SEALED PROPOSALS** will be received by the Qualified Purchasing Agent of the Township of Maple Shade, New Jersey at 11:00 am prevailing time on May 3rd, 2022 in the Court Room located in the Municipal Building, 200 Stiles Ave., Maple Shade New Jersey 08052 for:

**SAFE ROUTES TO SCHOOLS
FREDERICK AVE & S. CLINTON AVE
PEDESTRIAN SAFETY IMPROVEMENTS PROJECT
FEDERAL PROJECT NUMBER: TAP-D00S(533)
CONSTRUCTION DBE GOAL: 13.23%**

This Request for Proposals (RFP) is official notification of needed professional services. This RFP is being issued to solicit a Letter of Interest (LOI) and other documents from firms qualified to perform engineering work on federal aid projects. A submittal does not guarantee that the firm will be contracted to perform any services but only serves notice that the firm desires to be considered.

Prior to negotiations, the prime consultant, and each sub-consultant (A/E firm) must be approved by NJDOT for Cost Basis. Please visit:

<http://www.state.nj.us/transportation/business/procurement/ProfServ/CostBasisApprov.shtm> for additional guidance and requirements.

This project involves Federal funding participation. The Municipality will conform to the procurement requirements by “Competitive Proposal Method” under the Brooks Act and Federal Policy Guide 23 CFR 172A. The selection of a consultant must result from negotiations that utilize a qualification based selection process. The process and any resulting contract must first be review by the Department of Transportation prior to use or execution.

Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.2 et seq., and as such, contractors are exempt from the limitations on making political contributions under that law. Further, for that reason, as well as because of a language in the New Jersey Annual Appropriations Act, refusal to disclose campaign contributions otherwise required by N.J.S.A. 19:44A-20.2 et seq. and 19:44A-20.25 et seq., will not adversely affect your consideration for award.

Specifications and blank Bid Forms may be obtained online at the following web address
www.mapleshade.com

Any questions concerning this specification must be directed to the Township Manager in writing by email to twpmgr@mapleshade.com.

Proposers are required to comply with requirements of NJSA 10:5-31 et seq. and N.J.A.C. 17:27.

Proposers must abide by the New Jersey Prevailing Wage Act, P.L. 1963, and Chapter 150.

The Township of Maple Shade reserves the right to reject any or all proposals by order of the Township Council.

Date: 04/01/2022

**REQUEST FOR PROPOSALS TO ESTABLISH A VENDOR TO PROVIDE CONSTRUCTION
ENGINEERING AND INSPECTION SERVICES FOR THE SAFE ROUTES TO SCHOOL,
FREDERICK AVE & S. CLINTON AVE. PEDESTRIAN SAFETY IMPROVEMENTS PROJECT,
TOWNSHIP OF MAPLE SHADE**

PART I - INTRODUCTION

The Township of Maple Shade is requesting proposals for **CONSTRUCTION
ENGINEERING AND INSPECTION SERVICES FOR THE SAFE ROUTES TO SCHOOLS,
FREDERICK AVE & S. CLINTON AVE PEDESTRIAN SAFETY IMPROVEMENT PROJECT**

The Township Manager is the sole contact for answering any questions relating to the RFP.

All questions, requests for interpretations and comments shall be prepared in writing and directed to:

Susan Danson, MPA, QPA
Township Manager
Township of Maple Shade
200 Stiles Avenue
Maple Shade, NJ 08052
Telephone: (856) 779-9610
Email: twpmgr@mapleshade.com

No firm intending to submit a proposal or any employee of any firm intending to submit a proposal shall contact any Municipal employee for any reason either directly or indirectly related to this Request for Proposal. Any firm found violating this policy will be automatically disqualified from submitting a proposal.

Interpretations or clarifications deemed necessary by the Municipal Manager in response to questions received from prospective Proposers will be issued by addenda mailed or delivered to all parties recorded as having received the RFP.

Addenda may also be issued by the Engineering Department to modify the RFP as deemed advisable by the Township of Maple Shade.

Copies of the RFP may be obtained from the Township of Maple Shade web site at www.mapleshade.com

Proposals must be submitted on or before 11:00 am prevailing time on May 3rd, 2022
Late submissions will not be entertained.

All proposals must be received by the Township at the address shown above no later than the deadline provided for receiving proposals in Request for Proposals (RFP) Public Notice.

Proposals mailed or delivered to the Township shall be in sealed envelopes and clearly labeled as follows:

**REQUEST FOR PROPOSAL (RFP)
CONSULTING ENGINEERING SERVICES
For Construction Engineering & Inspection Services
SAFE ROUTES TO SCHOOLS
FREDERICK AVE & S. CLINTON AVE.
PEDESTRIAN SAFETY IMPROVEMENTS
PROJECT**

The Township reserves the right to reject any proposal received after the deadline. The Township shall not be responsible for timeliness of mail or messenger delivery.

This proposal is irrevocable by the subscriber or by his, their or its personal or legal representatives. Any subsequent award by the Township to the subscriber shall bind the subscriber and his, their or its heirs, executors, administrators, successors or assigns.

PART II - GENERAL CONDITIONS

Instructions

All questions must be answered.

Each proposal shall include a Letter of Transmittal which bears the original signature of an authorized representative of the vendor, and which also includes the name of individuals authorized to negotiate with the Township of Maple Shade.

Each proposal shall include a full explanation of the services that will be provided.

Proposals shall be in sufficient detail to determine and evaluate the services provided.

One (1) original of the completed proposal must be delivered to the Township of Maple Shade Clerk's office by 11:00 am prevailing time on May 3rd, 2022. Late proposals will not be eligible for review.

Failure or inability to meet any of the requirements set forth in this RFP will be sufficient reason to disqualify preparers.

The Township of Maple Shade reserves the right not to consider any proposal that is incomplete or that does not meet the specification requirements.

Statutory Requirements

Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.2 et seq., and as such, contractors are exempt from the limitations on making political contributions under that law. Further, for that reason, as well as because of a language in the New Jersey Annual Appropriations Act, refusal to disclose campaign contributions otherwise required by N.J.S.A. 19:44A-20.2 et seq. and 19:44A-20.25 et seq.,

will not adversely affect your consideration for award.

Terms

The contract will be from Notice of Award to the Completion of the project.

Reservations

The Township of Maple Shade reserves the right to reject any and all proposals, and any part and to waive any formalities, informalities, irregularities and errors in proposals.

Interview

The Township reserves the right to interview proposers, request clarification of proposals, request additional information, request modification or proposals and negotiate contract terms with the successful prepares.

Bidders may be asked to explain and/or clarify their proposal to a selection committee.

Exceptions and Requests for Modifications to RFP

Any requests for modifications to the language in the RFP must be included on a separate page with the submission of the proposal. Modifications to the RFP that do not comply with the above requirements will not be considered by the Township. Exceptions to the proposed time schedule shall similarly be noted for further consideration by the Municipality.

Proposal Evaluation

Each RFP will be evaluated by a team consisting of Township professional staff members.

The Township team shall consider the merits of each response and shall utilize the sample rating criteria on page 6 of the RFP Requirements:

This project involves Federal funding participation. The Township will conform to the requirements of the Brooks Act and Federal Policy Guide 23 CFR 172A. The selection of a consultant must result from negotiations that utilize a qualification based selection process. The process and any resulting contract must first be reviewed by the Department of Transportation prior to use or execution.

Limitation of Liability

The Township assumes no liability for any cost incurred by Proposers in responding to this RFP or in responding to any further requests for interviews, additional information, etc. prior to the issuance of the contract document.

Township Responsibilities

The Township shall do the following:

Designate the following person to act as the Township's representative with respect to the services to be rendered under the contract. Such person shall have complete authority to transmit instructions, receive information, interpret and define Township policies and decisions with respect to the Engineer's services for the project.

Susan Danson, Township Manager
200 Stiles Avenue
Maple Shade, NJ 08052

Furnish to the Township Manager, subject to availability and applicability the following information:

Existing Plans and Specifications for the project;

Furnish a typical sample of the appropriate Township "boiler plate" forms and documents as may be required during the project.

Arrange for access to and make provisions for the Engineer to enter upon public property owned by the Municipality.

Conduct the pre-construction conference.

Attend construction progress and other job-related meetings and substantial completion inspections and final payment inspections.

In conjunction with the Municipal Engineer, issue a certificate of substantial completion and certify that the construction work has reached final completion and is ready for final payment.

Periods of Service

Pursuant to NJSA 40A:11-15(9), the Engineer's obligation to render services shall begin at the notice to proceed and start with attendance at the pre-construction conference and extend through the utility relocation phase, construction, punch list work, final payment authorization, and final close-out of the project in accordance with the construction project schedule. Any modifications must be approved by the Township.

The consulting engineering services called for in these General Conditions and in Detailed Scope of Services shall be completed within the stipulated and/or proposed time periods indicated. Failure to provide the contract services within the stipulated time periods shall constitute a breach of contract entitling the Township to proceed with all available legal remedies at its disposal.

Payments to Consultant

Method of Payment for Consulting Engineering Services. The Township shall pay the Engineer on a cost basis in accordance with the schedule approved by NJDOT for Cost Basis.

Payment Schedule. The Consultant may submit statements for consulting engineering services rendered. The statements shall be based upon the detailed daily statements for construction engineering and inspection services rendered and actually completed at the time of billing. Each statement shall be signed by the Engineer. The Township retains the right to withhold payment until the product defined on the Scope of Services has been delivered and approved by the Municipality.

Payment Due to Termination. In the event of termination by the Township under the terms of this contract, progress payments due to the Engineer for consulting engineering services rendered through the termination shall constitute total payment for such services.

REQUEST
FOR
PROPOSAL
REQUIREMENTS

Local Public Agency: Township of Maple Shade
Request for Proposals No. TAP-D00S(533)
Posting Date: 04/01/2022

Request for Proposal Requirements

Project Title: **SAFE ROUTES TO SCHOOLS
FREDERICK AVE & S. CLINTON AVE.
PEDESTRIAN SAFETY IMPROVEMENTS PROJECT**

Project Location: FREDERICK AVE. & S. CLINTON AVE., MAPLE SHADE NJ 08052

Federal Project Number: TAP-D00S(533)

Response Due Date and Time: 05/03/22 and no later than 11:00 am Eastern Standard Time

This Request for Proposals (RFP) is official notification of needed professional services. This RFP is being issued to solicit a Letter of Interest (LOI) and other documents from firms qualified to perform engineering work on federal aid projects. A submittal does not guarantee that the firm will be contracted to perform any services but only serves notice that the firm desires to be considered.

Contact for Questions: Susan Danson, MPA, QPA Township Manager
twpmgr@mapleshade.com

Submittal requirements:

1. Proposal – 1 copy (required content and instructions follow)
2. One (1) signed Affirmative Action Certification and associated
 - i. required documents for all items with Disadvantaged Business Enterprise
 - ii. (DBE) goals (sample form follows).

Submit To: Township of Maple Shade
Attn: Susan Danson, MPA, QPA
200 Stiles Avenue
Maple Shade, NJ 08052

Selection Procedures:

This project involves Federal funding participation. The Township will conform to the procurement requirements by “Competitive Proposal Method” under the Brooks Act and Federal Policy Guide 23 CFR 172A. The selection of a consultant must result from negotiations that utilize a qualification based selection process. The process and any resulting contract must first be reviewed by the Department of Transportation prior to use or execution.

Consultants will be selected for work items further described herein, based on the evaluation of the proposal and other required documents. A sample Consultant Selection Rating Form that will be used to evaluate and score the submittals is included for your reference.

Requirements for Proposal:

A. General instructions for Preparing and Submitting a Letter of Interest (LOI)

1. Provide the information as set out in Item B below, in the same order listed, and signed by an officer of the firm. Scanned signed documents signatures are acceptable. Do not send additional forms, resumes, brochures, or other material unless otherwise noted in the item description.
2. LOI's shall be limited to a total of twelve (12) 8 ½" x 11" pages. Ten (10) pages for Identification and Qualification and two (2) pages for the combined Key staff and Project Approach unless otherwise noted in the Project Description.
3. LOI's must be received not later than "Response due Date and Time" as shown in the RFP header shown above. Responses received after this deadline will not be considered. Submittals must include all required attachments to be considered for selection.

B. Letter of Interest Content

1. Identification and Qualifications

- a. Provide the firm name, address of the responsible office from which the work will be performed and the name and email address of the contact person authorized to negotiate for the associated work.
- b. List all proposed sub consultants, their DBE status, and the percentage of work to be performed by the prime consultant and each sub consultant (sample Affirmative Action Certification follows). A listing of certified DBE's eligible to be considered for selection as prime consultants or sub-consultants for this RFP can be found at the New Jersey Department of Transportation's (NJDOT) website.
- c. Provide personnel resumes and such additional information concerning qualifications as may be relevant to the project. The personnel to be used on this highway construction project must demonstrate the following levels of experience:
 - i. **Engineer** (Licensed) - 10 years of relevant experience
 - ii. **Resident Engineer** - 5 years of relevant experience
 - iii. **Construction Inspector** for Duration of Construction – 3 years of relevant experience

2. Key staff and Project approach

- a. List the Project Manager and other key staff members, including key sub consultant staff and include the percent dedicated to each. Include project engineers for important disciplines and staff members that will be responsible for the work. Address the experience of the key staff members on similar projects and the staff qualifications relative to the required item qualifications.

- b. Describe the capacity of your staff and their ability to perform the work in a timely manner relative to present workload and the availability of the assigned staff.
- c. Provide a description of your Project Approach relative to the scope of services (description follows). For project specific items confirm that the firm has visited the project site. For all items address your firm's technical understanding of the project or services, as related to your firm's qualifications.

Requirements for Affirmative Action Certification:

A completed Affirmative Action Certification form is required for all items that identify a DBE goal. The consultant must identify the DBE firms with which it intends to subcontract. Include the contract participation percentage of each DBE and list what the DBE will be subcontracted to perform on the Affirmative Action Certification Form. **Copies of DBE certifications, as issued by NJDOT, for each firm listed are to be included as additional pages after the form.** If the consultant does not meet the DBE goal, the consultant must provide documentations on additional pages that it has made good faith efforts to achieve the DBE goal. Please review the DBE program based on any goals set and complete the DBE Affirmative Action Certification form as applicable. What constitutes good faith efforts is explained in detail within the DBE program information referred to above. If no goal is set then no Affirmative Action Certification form is required. New Jersey Department of Transportation's (NJDOT) DBE Program Information is available at the NJDOT's website.

A listing of certified DBE's eligible to be considered for selection as prime consultants or sub-consultants for this RFP can be found at the NJDOT's website.

[\(http://www.njucp.net/\)](http://www.njucp.net/)

DBE subcontracting goals apply to all prime submitting consultants, regardless of the prime's status of DBE.

Required NJDOT Prequalification for prime consultant and each sub-consultant (prior to negotiations):

Prior to negotiations, the prime consultant, and each sub-consultant (A/E firm) must be approved by NJDOT for Cost Basis. Please visit:

<http://www.state.nj.us/transportation/business/procurement/ProfServ/CostBasisApprov.sh>
[tm](#)

for additional guidance and requirements. **To use Federal-aid funds, the firm selected must either be prequalified by NJDOT, or must have its accounting system and a provisional overhead rate approved by NJDOT, prior to A/E firm negotiations.**

This will require submittal of a self-certified or CPA certified prequalification financial package or a cognizant agency audit. A final overhead or indirect cost rate will be required prior to project close-out for cost-plus fixed fee type contracts.

Work item details:

Local Public Agency: Township of Maple Shade, NJ

Project Location:

The proposed project is located in Maple Shade Township, Burlington County, adjacent to the Maple Shade High School on Frederick Avenue. Frederick Avenue is a major component to the pedestrian circulation network, which connects residential areas with both the local High School and the Maude Wilkins Elementary School. Pedestrian improvements are anticipated primarily on South Clinton Avenue and Frederick Avenue.

Federal Project Number: TAP-D00S(533)

Project Phases Included: Construction Engineering/Inspection

Project Description:

The goals and objectives of the project are identified below.

- Construction of ADA compliant curb ramps
- New sidewalk along South Clinton Ave and Frederick Ave to connect incomplete sidewalk routes.
- Reconstructed sidewalk at any existing nonconforming sidewalk locations.
- Repaving of residential driveways to maintain ADA compliant cross slope
- New crosswalk striping at intersections
- Sidewalk repair/replacement at any locations of existing sidewalk deterioration and/or significant cracking
- New Pedestrian Crossing Signs at new crosswalk locations

Funding: Federal Funding involved for 100% Construction and Civil Engineering/Inspection

Term of Contract: Until project completion

DBE goal: 13.23%

Required NJDOT Prequalification: Construction Engineering and Inspection
(Prior to negotiations) (Prime Consultant and each Sub-Consultant)

Request for Proposal No. _____
Item No. _____

AFFIRMATIVE ACTION CERTIFICATION

I do hereby certify that it is the intention of my company to affirmatively seek out and consider DBEs certified in the State of New Jersey, to participate as part of this proposal. (For listing of DBE certified firms see <http://www.njucp.net/>) I understand and agree that all sub consulting in connection with this proposal, whether undertaken prior to or subsequent to the notice to proceed, shall be in accordance with the requirements for the Disadvantaged Business Enterprise Program, included elsewhere in this RFP. I understand and agree that no subcontracting shall be approved or commenced until the Department of Transportation has reviewed and approved the affirmative actions taken by my company or me.

I understand that utilization of certified DBEs is in addition to all other equal employment requirements of this RFP. I acknowledge that this certification is to be made an integral part of this proposal.

I understand and agree that the submission of a blank certification may cause the proposal to be rejected.

I hereby certify that contact has been made with the certified DBEs listed in this certification, and that, if my company becomes the CONSULTANT, the certified DBEs have tentatively agreed to perform the services listed below.

I understand that neither my company nor I will be penalized for amounts achieved over or under the amount shown for voluntary DBE utilization that exceeds the goal.

After contract award, any change to the firms listed in this Affirmative Action Certification under race/gender conscious must have prior approval by NJDOT's and NJ Division of Civil Rights and Affirmative Action (DCR/AA)

SUBCONSULTANTS

DBE SUBCONSULTANTS TO BE APPLIED TOWARD GOAL (RACE/GENDER CONSCIOUS)

<u>Certified DBE Name & Address</u>	<u>Service Planned</u>	<u>Planned percentage to be paid to DBE</u>
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DBE SUBCONSULTANTS TO BE USED BEYOND GOAL (RACE/GENDER CONSCIOUS)

<u>Certified DBE Name & Address</u>	<u>Service Planned</u>	<u>Planned percentage to be paid to DBE</u>
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Total Percentage Credited toward DBE Goal (Race/Gender Conscious): _____

Total Percentage of Voluntary DBE Work Anticipated over DBE Goal (Race/Gender Neutral): _____

Name of Company: _____

By: _____ Date: _____

EXAMPLE CONSULTANT SELECTION RATING FORM

**SAFE ROUTES TO SCHOOLS
FREDERICK AVE & S. CLINTON AVE
PEDESTRIAN SAFETY IMPROVEMENTS PROJECT**
In Township of Maple Shade, NJ

Consultant _____

Sub consultant(s) _____

Reviewer _____ Date _____

Item	Max Point	Score
1. Proposed Scope of Work and Methodology <ul style="list-style-type: none">• Overall approach to the project (5 Pts.)• Comprehensive delineation of project tasks (5 Pts.)• Sufficient personnel to meet project schedule (5 Pts.)	15	
2. General qualifications and Experience on Comparable projects <ul style="list-style-type: none">• Licensed Engineer (10 Pts.)• Resident Engineer (10 Pts.)• Inspector for duration of construction (10 Pts.)	30	
3. Experience with federally funded projects	30	
4. Client references	15	
5. Misc. Considerations <ul style="list-style-type: none">• Location of office serving this project (5 Pts.) _____• Exceptions to contract (5 Pts.)	10	
Total	100	

Notes: _____

ID	Task Name	Duration	Start	Finish	
0	Maple Shade Safe Routes to School	123 days	Thu 3/31/22	Tue 9/20/22	
1	Milestones	123 days	Thu 3/31/22	Tue 9/20/22	
2	Advertise Date	0 days	Thu 3/31/22	Thu 3/31/22	
3	Bid Date	0 days	Mon 5/2/22	Mon 5/2/22	
4	Award Date	0 days	Wed 6/1/22	Wed 6/1/22	
5	Construction Start Date	0 days	Fri 7/1/22	Fri 7/1/22	
6	Substantial Completion	0 days	Fri 8/19/22	Fri 8/19/22	
7	Completion	0 days	Tue 9/20/22	Tue 9/20/22	
8	Administrative	66 days	Thu 3/31/22	Fri 7/1/22	
9	Time Frame Between Advertisement and Bid	1 mon	Thu 3/31/22	Mon 5/2/22	
10	Time Frame Between Bid and Award	1 mon	Mon 5/2/22	Wed 6/1/22	
11	Time Frame Between Award and Construction	1 mon	Wed 6/1/22	Fri 7/1/22	
12	Procurement	22 days	Wed 6/1/22	Fri 7/1/22	
19	Construction	57 days	Fri 7/1/22	Tue 9/20/22	
20	Mobilization	1 day	Fri 7/1/22	Mon 7/4/22	
21	Perform construction layout	1 day	Mon 7/4/22	Tue 7/5/22	
22	Place advanced warning signs	1 day	Tue 7/5/22	Wed 7/6/22	
23	Install SESC measures	1 day	Wed 7/6/22	Thu 7/7/22	
24	Construct curb and inlet modifications	1 day	Thu 7/7/22	Fri 7/8/22	
25	Reset valve boxes and cleanouts	3 days	Fri 7/8/22	Wed 7/13/22	
26	Construct sidewalk and driveway repairs	2 days	Wed 7/13/22	Fri 7/15/22	
27	Construct ADA curb ramps (curb, sidewalk, DWS)	11 days	Fri 7/15/22	Mon 8/1/22	
28	Perform turf repair and topsoiling and seeding	10 days	Mon 8/1/22	Mon 8/15/22	
29	Install regulatory and warning signs.	1 day	Mon 8/15/22	Tue 8/16/22	
30	Apply Final Striping	2 days	Tue 8/16/22	Thu 8/18/22	
31	Remove SESC and traffic control devices.	1 day	Thu 8/18/22	Fri 8/19/22	
32	Punchlist (Final Completion)	1 mon	Fri 8/19/22	Tue 9/20/22	

Project: Maple Shade Safe Rout Date: Tue 3/22/22	Task		Inactive Task		Manual Summary Rollup		External Milestone	
	Split		Inactive Milestone		Manual Summary		Deadline	
	Milestone		Inactive Summary		Start-only		Progress	
	Summary		Manual Task		Finish-only		Manual Progress	
	Project Summary		Duration-only		External Tasks			

Scope of Services:

DEFINED TERMS:

“Township” means the Township of Maple Shade, a governmental corporation under the laws of the State of New Jersey.

“Proposer”, “Consultant”, “Engineer” or “Surveyor” means the person or entity who submits a proposal directly to the Township. Proposer does not include a subcontractor who contracts directly with the successful Proposer.

PROPOSED PROJECT SCHEDULE:

The schedule shall start when the Township issues a written Notice to Proceed to the Consultant for a specific construction project. The Engineer shall begin work by attending the construction project’s preconstruction conference.

The Engineer’s obligation to render services here under shall extend for a period as may be required for construction punch list items to be completed, final completion certifications and inspection reports completed, and final payment of the construction project is complete.

Failure to provide the construction inspection services shall constitute a breach of contract entitling the Township to proceed with all available legal remedies at its disposal.

NOTE: The successful proposer shall be available to provide resident engineering and inspection services, beginning with the Pre-Construction Conference, upon 21 days advance written notice.

BASIC SERVICES OF ENGINEER:

The Engineer shall provide professional consulting engineering services for the Township in all phases of the project to which these General Conditions apply as hereinafter provided. These services will include serving as Township’s professional engineering representative for the project, providing professional engineering consultation and advice, and furnishing customary civil engineering services incidental thereto.

The following project phases marked with an “X” or check mark will be required to be completed by the Engineer:

- Design Phase
- Construction Phase

Upon verbal request to proceed with the Construction Phase, the Engineer shall:

Attend the pre-construction conference.

After the pre-construction conference and after the Township has issued the Notice to Proceed, the Engineer shall perform the tasks of associated with the general administration of the construction contract and the inspection of the construction work.

General Administration of Construction Contract: The Engineer shall consult with and advise the Township and act as the Township 's representative during the execution of the construction contract. The extent and limitations of the duties, responsibilities and authority of the Engineer shall be set forth in the Township 's contract.

Visits to Site and Inspection of Construction: In connection with inspection of the work of the Contractor while the work is in progress:

The Engineer shall make visits to the site at intervals appropriate to the various stages of construction in order to inspect as an experienced and qualified design professional the progress and quality of the various aspects of the contractor's work. In addition, if required in the proposal, the Engineer shall provide more continuous inspection of the work. Based on information obtained during such visits and on such inspections, the Engineer shall determine if such work is proceeding in accordance with the contract documents, and the Engineer shall keep the Township informed of the progress of the work.

The Resident Engineer and any inspectors will be the Engineer's agents or employees and shall be under the Engineer's supervision. The detailed duties and responsibilities of the Resident Engineer and other Inspectors are generally described herein and will be finalized in the negotiated contract.

The purpose of the Engineer's and Resident Engineer's inspection is to insure construction in accordance with the design plans and specifications.

However, the Engineer shall not, during such visits or as a result of such inspections of the Contractor's work in progress, supervise, direct or have control over the Contractor's work nor shall the Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or safety precautions and programs incidental to the work of the Contractor or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor furnishing and performing the work.

Defective Work: The Engineer during construction inspection may disapprove of or reject the Contractor's work if the Engineer believes that the work does not conform to the contract documents or design integrity of the project.

Interpretations, Clarifications, Work Directive Changes, and Change Orders: The Engineer may issue interpretations and clarifications of the contract documents as required. The Engineer shall be responsible for preparing Work Directive Changes and Change Orders with supporting documentation and data for the approval by the

Township Council and execution by the Township Clerk in accordance with the Township 's contract.

Shop Drawings: The Engineer shall review and approve shop drawings and other data which the contractor is required to submit, for conformance with the design concept of the project and compliance with the information given in the contract documents.

Substitutes: The Engineer shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor to determine the equivalency of the substitute materials and equipment under the terms and conditions of the contract specifications.

Additional Inspections and Tests: When the Engineer deems it necessary or advisable for implementing the intent of the construction contract documents, the Engineer will have the authority to require additional inspection or testing of the construction contractor's work in accordance with the contract documents and at the contractor's expense.

Disputes between the Township and Contractor: The Engineer shall act as initial interpreter of the requirements of the contract documents and shall determine the acceptability of the work. In the event of a dispute between Engineer and the Contractor, the Engineer will be the final arbiter.

Applications for Payment: Based on the inspections, and information provided by the Resident Engineer, the Engineer shall determine the amounts owed to the Contractor and make recommendations of appropriate payments to the Township.

Contractor's Completion Documents: The Engineer shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, and other documents which are to be assembled by the Contractor in accordance with the contract documents. The Engineer, upon receiving and reviewing these documents, shall transmit them to the Township with written comments.

Inspections: The Engineer shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that the Engineer may recommend in writing final payment to the Contractor and may give written notice to the Township and the Contractor that the work is acceptable, subject to any conditions therein expressed. Upon completion of all construction, including change orders and punch list items, the Engineer shall provide a certification of completion to the Township Manager. The Township Manager shall then issue the certificate of final completion and shall certify that the project has been completed and is ready for final payment.

As-Built Plans: The Engineer shall prepare a set of "red line" as-built plans showing those changes made during the construction process, based on the marked-up prints, drawings, data, etc. furnished by the Contractor to the Engineer and information obtained by the Engineer's staff.

Design Plan Changes: The Engineer will not be responsible to prepare design change plans. Should a design change become necessary on a construction project the design engineer who prepared the construction project design will prepare the necessary design change plans. Such design change plans shall be in the same layout and on reproducible mylar's and digital media in a format compatible with the Township 's CADD software used for the original design plans. Should the project's specifications also need to be revised as a result of the design change, the design engineer will also prepare the specifications necessary to construct the changes to the project.

CONSTRUCTION ENGINEERING PHASE:

The Engineer shall furnish a qualified Resident Engineer (RE) with the appropriate experience and Inspector with appropriate experience, and other qualified field staff as circumstances require to assist the Engineer in inspecting the work by the contractor (i.e. Additional Inspector required during paving operations).

The Resident Engineer will protect the Township from any defects in materials or workmanship by the construction Contractor. This is to be accomplished through full time onsite inspection of the project site. The Engineer is not responsible for nor in control of the means, methods, techniques, sequences or procedures for construction of the project. The Construction contractor is responsible for these items.

The duties and responsibilities of the Resident Engineer are limited to those of the Engineer as will be further delineated in the negotiated contract for Consulting Engineering Services and are further limited and described as follows:

General - The Resident Engineer is the Engineer's agent at the site and shall act as directed under the supervision of the Engineer. The RE's dealing in construction matters pertaining to the on-site work shall in general be with the Engineer and Contractor. The RE's dealings with subcontractors shall only be through or with the full knowledge and approval of the contractor. The RE shall communicate with the Township with the knowledge of and under the direction of the Engineer.

Duties and Responsibilities of RE:

Source Documentation - All related source documents upon which payment is based must be a matter of record. Additionally, all source documents pertaining to the determination of pay quantities must be retained for three years after final payment and project close-out pursuant to 49 CFR 18.36(J)(11).

Source documents consist of notes/documentation of counts; measurements (length, width, depth, and slope); calculations of area, volume, weights; sketches, a statement of compliance with contract plans, and specifications; field changes; comments; and delivery tickets collected and initiated by the inspector at the point of unloading.

Source documentation must specify the following at a minimum:

- Delivery tickets are received before placement of materials

- Testing of materials is documented in the project files and referenced in daily inspection reports
- Form DC-29 are used for daily inspection reports and the instructions included on the DC-29's are followed. DC-29's are supplemented with field notes and photographs that tie the work being done to the plans, specifications and related contract documents.
- Inspection reports are signed and dated by the inspectors.
- The Resident Engineer reviews and initials the daily inspection reports.
 - The Resident Engineer prepares a summary of pay quantities based on the daily inspection reports.
- The Resident Engineer uses the summary of pay items to develop periodic pay estimates for the Supervisor of Inspections and the Township Manager. The summary of pay items must be used for comparison and negotiation of contracts payment requests.
- The Supervisor of Inspections and the Contract Administrator must ensure proper payments are being made in accordance with the contract provisions. Upon acceptance of the negotiated contractor payments, a voucher request will be forwarded to the Township of Maple Shade Department of Finance for contractor payment. Once contractor payment is made, the Contract Administrator must prepare and submit a State voucher.
- Prevailing wage rate requirements of 23 U.S.C. and the Davis-Bacon Act must be met and documented in the LPA project files. Wage rate interviews must be performed by the site inspector or resident engineer.
- Environmental commitments and/or permit requirements must be met and documented in the daily inspection reports.
- All pedestrian facilities must be constructed or reconstructed in accordance with the American with Disabilities Act (ADA) of 1990' Section 504 of the Rehabilitation Act of 1973, 28 CFR Part 35.14(e) and NJDOT Standard Construction Details. The site inspector and the Supervisor of Inspections will be responsible for the inspection of all ADA related facilities.
- DBE requirements are monitored and enforced to ensure compliance with 49 CFR 26; the contract plans, specifications and related contract documents; the NJDOT Construction Handbook Section V., Subsection B and NJDOT DBE/ESBE
- Include provision to identify the LPA full time employee in "responsible charge" of the project.

Buy America -

Title 23 CFR 635.410 required that all steel or iron products permanently incorporated into a federal-aid project must be manufactured in the United States. This includes application of coatings.

Buy America requirements apply to the entire federal-aid project. Steel or iron products purchased with non-federal funds are not exempt from this requirement.

Waivers are permissible in rare cases as specified in 23 CFR 635.410(1). Minimal use of foreign steel or iron is permissible if the costs of such materials does not exceed one tenth of one percent of the total cost or \$2,500, whichever is greater as specified in 23 CFR 635.410(b)(4).

The Township 's responsible charge is responsible for receiving the Buy America certification at time of delivery and prior to the steel or iron product being incorporated into the project. The Buy America certification must be current, signed, and dated and be specific to the materials.

DBE Compliance -

Title 49 CFR 26 requires that Disadvantaged Business Enterprises (DBE's) have an equal opportunity to receive and participated in federal-aid assisted construction contracts. The Township of Maple Shade will award federal-aid contracts to only those bidders who make a good faith effort to meet the DBE goals established by NJDOT's Civil Rights Contract Compliance Unit. Township of Maple Shade will continuously monitor DBE participation as the project progresses and is responsible for ensuring the contract goals will be met at the time of project completion. Township of Maple Shade responsibilities include:

1. Verification of Recommendation to Award memorandum and For CR-266F, "Schedule of DBE/ESBE Participation (former "Form A") to determine status of the subcontractors to monitor DBE/ESBE compliance.
2. Monitor participation by comparing contracts DBE/ESBE/SBE goal commitments against each Form DC-18 "Request for Approval to sublet". Cross check the Daily Work Reports with each affected Form-18, the Recommendation to Award, and the From CR-267, Monthly Report of Utilization of ESBE/DBE or SBE.
3. Utilize Daily Work Report to document on-site monitoring of stipulated DBE work items and contractor performing the work to ensure compliance.
4. The person in responsible charge must be made aware of non-compliance issues and direct the contractor in writing to comply with these requirements. Revisions can only be made to the approved DBE/ESBE/SBE program upon submission of a review Form CR 266 by the contractor and review and approval by NJDOT.
5. Any DBE/ESBE/SBE goal commitments not fulfilled must be supported by Good Faith Effort documentation and reviewed and approved by NJDOT based on the guidance set forth in 49 CFR 26 Appendix A.

Schedules - Review the progress schedule prepared by the contractor and consult with Engineer concerning acceptability.

Meetings - Attend meetings with the contractor such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate the minutes thereof.

Liaison - The RE shall serve as the Engineer's liaison with the contractor working principally with the contractor's superintendent and the RE shall assist in understanding the contract documents. The RE shall also assist the Engineer in serving as the Township's liaison with the contractor. In addition, the RE shall assist in obtaining additional details or information from the Township when required for proper execution of the work.

Existing Conditions DVD Movie - The RE is to direct the contractor to immediately, and before any construction work begins, have made a professional Pre-construction DVD movie of the entire existing conditions of the work area and the immediate area along the sides of the project work area. This DVD is to be a record of conditions before construction. When the contractor has finished recording the existing conditions, the RE is to immediately review this movie for content, and if found to be clear, properly done, and adequate, the RE shall immediately record the date of receipt and provide a copy to the Township Manager's Office before the construction begins.

Shop Drawings - The RE shall record the date of receipt of all shop drawings delivered to the site and advise the Engineer and the contractor of the commencement of any work requiring a shop drawing if the submittal has not been approved by the Engineer.

Review of Work, Rejection of Defective Work, Inspections and Tests -The RE shall conduct on-site inspection of the work in progress and shall assist the Engineer in determining if the work is in general proceeding in accordance with the plans and specifications. If the RE believes that any work is unsatisfactory, faulty or defective or does not conform to the plans or specifications, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made, the RE shall report this to the Engineer and shall further advise the Engineer of any work that the RE believes should be corrected or rejected or should be uncovered for inspection or requires special testing inspection or approval. The RE shall verify that tests, equipment and operating and maintenance are conducted in the presence of appropriate personnel and that the contractor maintains adequate records thereof. The RE shall report appropriate details relative to test procedures and results to the Engineer.

Interpretation of Contract Documents - When clarifications and interpretations of the plans and specifications are requested by the contractor, the RE shall report this information to the Engineer and shall then transmit to the contractor the clarifications and interpretations as issued by the Engineer.

Modifications to Plans and Specifications - Contractor's suggestions for modifications to the plans or specifications shall be considered and evaluated by the RE and reported with the RE's recommendations to the Engineer. The RE shall then transmit the decisions issued by the Engineer to the contractor.

Records - The RE shall maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings, reproductions of original plans and specifications including all addenda, change orders, field orders, additional plans issued subsequent to the execution of the contract, Engineer's clarifications and interpretations of the plans

and specifications, progress reports, source documentation, buy America certifications, DBE compliance, and other project related documents. All Field Orders shall be immediately transmitted to NJDOT Local Aid for approval in order for the work to be funded by Local Aid. Field Orders will then be included in the future Change Order. The RE shall keep a diary or log-book, recording contractor hours on the job site, weather conditions, data relative to questions of field changes, change orders or other change conditions, list of job site visitors, daily activities, field decisions, observations in general and specific observations in more detail as in the case of observing test procedures. The RE shall send copies of the diary or field log to the Township Manager. The RE shall also record names, addresses, and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.

Reports - The RE shall furnish the Township Manager periodic reports as required of progress of the work and of contractor's compliance with the progress schedule and schedule of shop drawings. The RE shall advise the Township Manager in advance of scheduled major tests, inspections or start of important phases of the work. The RE shall draft proposed change orders and work changes, obtaining back-up material from the contractor and recommend to the Engineer change orders, work changes and field orders. The RE shall report immediately to the Township Manager upon the occurrence of any accident.

Payment Requests - The RE shall review applications for payment with the contractor for compliance with the contract and shall forward the recommendations to the Township Manager.

Completion - Before the RE recommends a certificate of substantial completion to the Township Manager, the RE shall submit to the contractor a list of observed items requiring completion or correction. The RE shall also conduct a final inspection in the company of the Township Manager and contractor and shall then prepare a final punch list of items to be completed or corrected. Prior to making recommendation for final payment to the Township Manager, the RE shall assure that all items on the final punch list have been completed or corrected by the contractor.

Communication and Emergencies - The RE shall have a cell phone in his or her possession at all times in case the Project Engineer requires any communication with the site. In addition, the RE shall supply the Township with a twenty-four hour phone number to be used in case of emergency. Emergencies include but are not limited to accidents involving property damage, bodily injury, hazardous waste spills or unearthing hazardous waste, or damage to existing utility infrastructure.

As-Built Plans - The RE shall prepare a set of as built plans in accordance with requirements listed on page 3

Limitations of Authority of the RE:

Shall not authorize any deviation from the contract plans or specifications or substitute any materials or equipment not authorized by the Engineer;

Shall not exceed limitations of Engineer's authority as set forth in the General Conditions or the Contract;

Shall not undertake any of the responsibilities of contractor, subcontractor or contractor's superintendent;

Shall not advise on, issue directions relative to or assume control of any aspect of the means, methods, techniques, sequences or procedures of construction without prior approval of the Project Engineer.

Shall not advise on, issue directions regarding or assume control over safety precautions and safety programs in connection with the work;

Shall not accept shop drawings from anyone other than the contractor;

Shall not participate in specialized field or laboratory tests or inspections conducted by others

Construction Inspection / Construction Services Individuals

- At least one full-time inspector shall be on site during all construction activities.
- A resident engineer shall be available during the duration of the project and for project close-out.
- All outside consultant service individuals shall report to the Township of Maple Shade, Township Manager.
- Maintain appropriate daily reports and construction as-built quantity records
- Conduct wage rate inspections on a monthly base (shall be done per trade minimum).
- Review contractor submissions to insure compliance with prevailing wage rates, DBE/ESBE requirements, and training requirements.
- Review and process contractor payments.
- Project engineer reviews for completeness (payment applications, invoice, and signed voucher). If incomplete, notify contractor of needed items
- On-site inspector reviews to verify quantities completed. If discrepancy, notify contractor to reconcile.
- Resident engineer verifies bid unit prices and calculation of payment amount.
 - Resident engineer verifies contractor submission of certified payrolls, DBE utilization report (if applicable), monthly utilization report (web based), and training reports (if applicable). Notify contractor if items are needed.

ENGINEERING STANDARDS AND REQUIREMENTS:

All work shall be done in strict compliance with all applicable Federal, New Jersey State, Township of Maple Shade, and local municipal laws, rules, and regulations.

All signal and roadway design prescribed herein shall comply with:

- a. the AASHTO "A Policy on Geometric Design of Highways and Streets" (current edition)
- b. the NJDOT "Design Manual - Roadway" (current edition and addenda)
- c. the FHWA "Manual on Uniform Traffic Control Devices" (current edition and addenda)
- d. the National Electrical Code (current edition)
- e. the NJDOT "Standard Roadway Construction - Traffic Control - Bridge Construction Details" (current edition and addenda)
- f. the NJDOT Standard Specifications for Road and Bridge Construction" (current edition and addenda)
- g. the NJDOT "Supplementary Specifications for State Aid Projects" (current edition)
- h. the NJDOT "Supplementary Specifications for Federal Aid Projects" (current edition)
- i. the current design standards of the Township of Maple Shade's Township Manager's Office. and used as reference:
- j. the NJDOT "Sample Plans" (current edition and addenda)

All required reports, documents, calculations, etc. which are necessary for the project's design and/or approval shall conform to the standard format of the NJDOT's "Federal Aid Handbook" Procedures for Federal Aid (federal aid projects only) to Counties and Municipalities, and the "NJDOT Procedures Manual", as may be applicable. The consultant shall follow all applicable FHWA/NJDOT/Township of Maple Shade requirements for construction inspection/management/administration.

DELIVERABLES:

The New Jersey Licensed Engineer is responsible for submitting all deliverable work products on or before the construction project close-out date. As appropriate for the type of work ordered, the deliverables shall include all of the following or such other items as may be directed in the RFP:

- a. Change Orders and related explanations & documents.
- b. NJDOT required documents.
- c. Punch list Work, Punch list completion and Project Completion Certification.
- d. Original Pre-construction DVD movie of entire existing conditions for the work area and the immediate area along the sides of the project work area.
- e. All project related notes and documents, including as-built plans
- f. Red Line As-Built drawings, and similar documents.

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2022, BETWEEN THE TOWNSHIP OF MAPLE SHADE hereinafter referred to as “TOWNSHIP ” and hereinafter referred to as “CONTRACTOR”.

WHEREAS, the TOWNSHIP desires to engage the services of the CONTRACTOR to perform various services for the TOWNSHIP as hereinafter provided, and

WHEREAS, the CONTRACTOR has represented that it is qualified by training and experience to perform the required services in the manner and on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

ARTICLE I: SCOPE OF SERVICES AND CONTRACT DOCUMENTS

A. **SCOPE OF SERVICES:** CONTRACTOR shall provide to the TOWNSHIP the following services:

All services shall be provided in strict accordance with the requirements and or representations set forth in one or more of the following applicable documents, as checked herein:

_____The Request for Proposals issued by the Township (Exhibit A)

_____The CONTRACTOR’S proposal (Exhibit B)

_____Agreement Scope of Services statement (Exhibit C)

In the event of any inconsistencies between the documents the language of the Agreement shall prevail, and the language of the other documents shall be deemed to have the following priority: Exhibit A, Exhibit C, and Exhibit B.

B. **CONTRACT DOCUMENTS:** The Exhibits and Appendices to the Agreement listed below shall constitute integral parts of this Agreement and are hereby incorporated herein in their entirety, unless any portions thereof have been deleted or modified. These documents collectively shall constitute the Agreement between the parties.

___ Exhibit A (RFP)

___ Appendix 1 (Affirmative Action)

___ Exhibit B (Proposal)

___ Appendix 2 (Insurance)

___ Exhibit C (Scope of Services Statement)

ARTICLE II: PAYMENT

- A. **AMOUNT, RATE, TIME & MANNER:** In accordance with the authorization granted by Resolution # _____, adopted by the Township of Maple Shade on 2022, the CONTRACTOR shall be compensated in an amount not to exceed \$ _____ in full consideration of all services performed under this Agreement.
- B. **CHANGE IN AMOUNT:** Any changes to the maximum compensation specified in Article II (A) shall only be effective if such additional compensation is expressly authorized by an amendatory resolution duly adopted by the Township of Maple Shade. Even if the Agreement calls for the provision of services on an hourly rate or other unit price basis or if the Agreement allows for payment of specified reimbursable expenses, CONTRACTOR, understands that CONTRACTOR shall not be entitled to payment for any level of services rendered in excess of the maximum compensation specified in Article II (A) unless additional compensation is expressly authorized by resolution.
- C. **SATISFACTORY PERFORMANCE:** It is the exclusive right of the TOWNSHIP to determine that services have been performed in a proper and satisfactory manner in accordance with the terms and conditions set forth herein prior to approval and payment of invoice submitted by CONTRACTOR.
- D. **DOCUMENTATION:** Payment shall be made only upon submission by the CONTRACTOR of the required executed standard Township invoice, a bill on CONTRACTOR'S letterhead and any other documents deemed necessary by the TOWNSHIP.
- E. **RIGHT TO AUDIT:** CONTRACTOR agrees to maintain financial records, books and documents plus any evidence necessary to reflect all direct and indirect costs incurred during this Agreement in an auditable format. CONTRACTOR agrees to keep complete and accurate records with respect to the computation of all billing, including receipts for any reimbursable expenses and time records for all persons billed on an hourly rate basis. The CONTRACTOR also agrees to submit all documents and records necessary to assure compliance and completion of this Agreement. CONTRACTOR agrees that all financial records required to be kept be made available for inspection during normal business hours by representatives of the TOWNSHIP. Said records shall be kept for a minimum of three (3) years after expiration of the contract term.

ARTICLE III: TERM

- A. **DATES:** Upon its authorization and execution this contract shall be effective for the term commencing _____ and expiring on _____.
- B. **COMPLETION:** The CONTRACTOR shall complete the performance of services

under this contract by the contract expiration date and/or in accordance with any completion schedules set forth in Exhibits A, B & C.

- C. **EXTENSIONS:** The Township Manager or her designee may extend the time for completion specified by Article III (B). Such extensions shall only be effective if in writing and shall not extend the Agreement term beyond the term specified in the authorizing resolution. In the event that the time for completion is extended, all of the original terms and conditions will remain in effect for the extended period.

ARTICLE IV: GENERAL PROVISIONS

- A. **INDEPENDENT CONTRACTOR:** The CONTRACTOR'S status shall be that of an independent principal and not as agent or employee of the TOWNSHIP
- B. **TOWNSHIP NOT RESPONSIBLE FOR CONTROL OF CONTRACTOR'S MEANS AND METHODS:** The Township shall not be responsible for and shall not have control or charge of construction means, methods, techniques, sequences or procedures, or the safety precautions and programs in connection with the Work, and the Township shall not be responsible for the Contractor's failure to carry out the Work in accordance with this Contract, and in accordance with all applicable laws and prudent industry practices. Further, the Township shall not be responsible in any way for the acts or omissions of the contractor, and any subcontractors, or any of their agents or employees, or any other persons performing any of the Work.
- C. **TOWNSHIP REVIEW OF THE CONTRACTOR'S WORK:** The CONTRACTOR shall cooperate with the Township's efforts to ascertain whether the work complies with the requirements and intentions of this Contract. Any such review or inspection, along with any resulting comments, recommendations, requirements, changes or directives made or issued by the Township shall not relieve the CONTRACTOR of any of its obligations to fulfill this Contract as herein required, and shall not make the Township responsible for the CONTRACTOR'S performance or failure to perform any of its obligations under the Contract.
- D. **CONTRACTOR'S DUTY TO PERFORM:** The CONTRACTOR'S obligation to perform and complete the work and provide all Services in accordance with this Contract shall be absolute. Observations made by the Township, recommendation of any progress or final payment by the Township, and any determination that work appears to be substantially completed or any payment by Township to the CONTRACTOR under the Contract; or any use of or reliance upon the work or any part thereof by the Township, shall not act as a waiver or release of the CONTRACTOR'S duties provide all services in accordance with the requirements of this contract.
- E. **COMPLIANCE WITH ALL LAWS:** The Contractor's provision of all materials and goods, and the performance of all work and services required of the Contractor hereunder shall be provided and performed by the Contractor in accordance with all applicable Federal, State, Township and municipal ordinances, regulations and statutes. All statutes, rules and regulations that are applicable to the Contractor's performance shall apply as if

set forth in full herein. The Contractor warrants and represents to the Township that it is familiar with, and shall comply with all of the statutes, ordinances, rules, regulations and ordinances that are applicable to the Contractor's performance under this Contract.

- F. **GOVERNING LAWS**: This Agreement shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey, and any litigation brought by the parties arising out of this Agreement shall be brought only in the Superior Court, and venued in Township of Maple Shade and the CONTRACTOR hereby voluntarily submits to the jurisdiction of said court.
- G. **OWNERSHIP OF CONTRACT DOCUMENTS**: All materials, information, reports, drawings, plans or other documents which have been paid for by the TOWNSHIP remain the property of the TOWNSHIP and may be utilized for any TOWNSHIP purpose. CONTRACTOR waives and relinquishes all patent, copyright, or other intellectual property rights, whether statutory or common law, in said reports or work products. In any contract requiring submission of reports or work products to appropriate officials of the TOWNSHIP, it is agreed that all work products prepared pursuant to said Agreement are the property of the TOWNSHIP and shall include a statement that such reports were prepared under Agreement with the TOWNSHIP.
- H. **MODIFICATIONS**: This Agreement may not be altered, modified or rescinded orally, but any written changes agreed upon and executed by both parties may be incorporated into this Agreement.
- I. **SUBCONTRACTING**: The Contractor shall be the party solely and fully responsible to the Township for the performance of all requirements of the contract documents, at all times and in all respects. The Contractor shall not sell, transfer, assign, subcontract or otherwise dispose of his obligations to the Township without first securing written approval of the Township, which shall be based upon the Contractor's written request for such approval accompanied by the Contractor's submission of proof, to the Township's satisfaction, that the proposed Subcontract or other transfer shall not result in an impairment or reduction in services provided to the Township, or result in a diminishing of the Contractor's obligations hereunder, and that the assignee, purchaser, successor or subcontractor meets or exceeds all requirements and qualifications set forth in the Contract Documents. No assignment or subcontract will be effective or deemed permitted without the prior written consent of the Township as set forth herein. If a subcontract or other assignment is authorized by the Township, the assignee or subcontractor shall enter into a supplement to this agreement affirming that it shall be bound by all of the terms, conditions and requirements set forth in the Contract Documents. In addition, the Contractor shall be solely responsible for making payments to all subcontractors for all materials, goods, services and labor provided by such subcontractors in connection with the Work, to the extent that such amounts are justly due and owing, subject only to such offsets, retain age and other adjustments that may be permitted by law.
- J. **ASSIGNMENT FOR THE BENEFIT OF CREDITORS**: The Contractor shall not assign or transfer any payment or payments which may accrue hereunder, and shall not assign or

transfer its rights, title or interests in this contract to any creditor, lien or judgment holder or other third party.

- K. **WAIVER:** The failure to enforce any of the terms and conditions of this Agreement by either of the parties hereto shall not be deemed a waiver of any other right or privilege under this Agreement or a waiver of the right to thereafter claim damages for any deficiencies resulting from any misrepresentation, breach of warranty, or non-fulfillment of any obligation of any other party hereto. In order for there to be a waiver of any term or condition of this Agreement, such waiver must be in writing and signed by the party making the waiver.
- L. **SEVERABILITY:** Should any provision to this Agreement be held invalid or unenforceable by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect. The inapplicability or unenforceability of any provision of this Agreement shall not limit or impair the operation or validity of any other provision of the Agreement.
- M. **CAPTIONS:** The captions herein are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement or affect any of the terms or provisions hereof.

ARTICLE V: WARRANTIES

- A. **NON SOLICITATION:** The undersigned does hereby warrant and represent that this Agreement has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of New Jersey and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of this Agreement by any conduct, including the paying or giving of any fee, Council, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any TOWNSHIP employees, officers or officials.
- B. **QUALIFICATIONS:** The CONTRACTOR does hereby warrant and represent that it is qualified by training and experience to perform the required services in the manner and on the terms and conditions set forth herein.
- C. **ABILITY TO PERFORM:** The CONTRACTOR does hereby represent that it is ready, willing and able to perform all services in the timeframe and as required by this Agreement, and that he and/or his subcontractors performing the work presently hold in good standing any and all necessary licenses for the lawful performance of said services within the State of New Jersey.

ARTICLE VI: INDEMNIFICATION

- A. **GENERAL:** The CONTRACTOR agrees to protect, defend, indemnify and save harmless the Township and its officers, directors, employees, agents, and other Proposers of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from any and all losses, claims, actions, costs, expenses, judgment, subrogation or other expenses by reason of any death real or alleged injury or damage to the person or property of others arising out of or incidental to the performance of the terms of this contract by the CONTRACTOR, excluding

any alleged loss, claim, judgment, subrogation or other expense that shall have been exclusively caused by the negligent or wrongful act or omission of the Township.

B. PREMISES: If it becomes necessary for the CONTRACTOR, either as principal or by agent or employee, to enter upon the premises or property of the Township or any third party, in order to perform the services required hereunder, the CONTRACTOR covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of happenings of any accidents, injuries, damages or hurt to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Township from the payment of all sums of money by reason of all, or any, such accidents, injuries damages or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any municipal or Township ordinance, regulations, or the laws of the State, or the United States, while the said work is in progress, excluding any alleged loss, claim, judgment, subrogation or other expense that shall have been exclusively caused by the negligent or wrongful act or omission of the Township .

C. ROYALTY, COPYRIGHTS, PATENTS: The Contractor shall indemnify and save harmless the Township against any and all claims for royalty, patent or copyright infringements or suits for information thereon which may be involved in the manufacture or use of the item to be furnished herein.

D. SURVIVAL: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and Services and termination or completion of the Agreement.

ARTICLE VII. INSURANCE

A. **COVERAGE:** CONTRACTOR shall purchase and maintain during the entire period of this Agreement insurance coverage either:

_____ as specified in the insurance requirements set forth in the Request for Proposal (Exhibit A), or

_____ as specified in Appendix 2 which is hereby incorporated into this agreement.

_____ no insurance is required for this Agreement.

B. **DOCUMENTATION:** CONTRACTOR must provide the TOWNSHIP with a certificate of insurance in accordance with the requirements of either Exhibit A or Appendix 2 prior to the TOWNSHIP'S execution of this Agreement and payment of invoices for services rendered under this Agreement.

ARTICLE VIII: REGULATORY REQUIREMENTS

A. AFFIRMATIVE ACTION AND NON-DISCRIMINATION: CONTRACTOR agrees to comply with the requirements of PL 1975 c.127 (N.J.A.C. 17:27), which requirements are set forth in Appendix 1 which is attached hereto and incorporated herein.

B. PREVAILING WAGE: The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 (P.L. 1963, Chapter 150) is hereby made a part of every Agreement entered into by the TOWNSHIP OF MAPLE SHADE, except those Agreements which are not within the scope of the Act. The successful CONTRACTOR and any of its subcontractors shall be obligated to pay the prevailing wage, to submit certified payrolls and documentation of compliance, and to permit onsite monitoring, including interviews with employees and review of subcontracts, by TOWNSHIP representatives. The CONTRACTOR'S signature on this Agreement is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this bid are listed or are on record in the office of the Counciler of the New Jersey State Department of Labor as one who has failed to pay prevailing wages in accordance with the provisions of this act. Every CONTRACTOR and subcontractor shall keep an accurate payroll record, showing the name, craft or trade, job title or classification, actual hourly rate of wages paid, hours worked, and total wages paid to each worker employed by him in connection with a public work project. The prevailing wage as published by the Department of Labor shall be noted on the payroll journal next to the actual wage rate paid. Payroll records shall be presented for a period of two years from the date of payment.

C. NON-DISCRIMINATION: The parties to this Agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the Rules and Regulations promulgated pursuant thereto, are hereby made a part of this Agreement and are binding upon them.

ARTICLE IX: DEFAULT

A. WHAT CONSTITUTES A DEFAULT: A default under the agreement shall include but not be limited to any of the following events:

1. Bankruptcy or insolvency of contractor, whether liquidating or non-liquidating;
2. Conviction of any principal of CONTRACTOR of any crime under the laws of the State of New Jersey or Federal laws, which, if committed by a public official, would disqualify that person from public employment;
3. Breach of any term of the Agreement by the CONTRACTOR or the TOWNSHIP
4. Abandonment or discontinuation of the work by CONTRACTOR without the express written permission of or direction by the Township;

5. Failure of the Township to make payments to the CONTRACTOR that are lawfully due and owing under this Contract, provided that such payments are not subject to any other reasonably valid offset, lien, claim or demand.
 6. Failure of Contractor to pay its subcontractors and/or suppliers, or any governmental authority any sums that are legally due and owing that are related to provision of goods or services related to this project.
 7. Assignment or subcontracting of the work or any part thereof or any monies due hereunder that is not authorized by the Township as set forth in this Contract.
 8. Failure of the Contractor to commence and diligently perform all required work and services within the time limits specified for such performance by the Township.
- B. **REMEDIES:** In the event of a default, the non-defaulting party shall be entitled to proceed with each and every remedy that may be available at law or in equity, including but not limited to: commencement of an action seeking specific performance, damages, and termination of this agreement as provided in Section X herein. The commencement of any rights or remedies by either party shall not be deemed to preclude resort to any other rights or remedies that may be available to such party.

Prior to commencement of any right or remedy pursuant to this section, the party alleging a default shall provide the defaulting party with written notice and an opportunity to cure, which shall in no event extend beyond 30 days from the date of the alleged default's occurrence.

- C. **CONTINUING THE WORK:** During the pendency of any dispute or disagreement, the Contractor shall carry on the Work and adhere to the progress schedule, and shall not abandon, slow down or terminate its work, and no Work shall be delayed or postponed pending resolution of any disputes or disagreements, unless this Agreement is Terminated or such deviation from the Work or Work Schedule is directed by the Township.

X. TERMINATION OF CONTRACT:

- A. **TERMINATION FOR CONVENIENCE:** The Township may terminate a Contract, in whole or in part, without showing cause, when the Township determines that termination is in the best interest of the Township.
- B. **TERMINATION BY OWNER FOR CAUSE:** Without limitation upon any other right or remedy that may exist or be available to the Township under the Contract Documents or generally as a matter of law or in equity, the Township may terminate the Contract upon the Contractor's failure or inability to perform in accordance with the terms and conditions set forth in this Contract, which shall include (but not be limited to):

- a) Persistent or repeated refusal or failure to supply enough skilled workers or proper materials;
- b) Failure to make payment to Subcontractors or suppliers for materials or labor, in accordance with the respective agreements between the contractor and the subcontractor;
- c) Persistent disregard of laws, ordinances, rules, regulations, orders, levies or assessments of a public authority having jurisdiction; or
- d) Substantial breach of a provision of the contract documents.

C. **NOTICE OF TERMINATION**: The Township may terminate the contract for cause or convenience after giving the Contractor and the Contractor's surety, if any, seven days' written notice of the Termination.

D. **EFFECT OF TERMINATION**: Upon the effective date of termination for cause or convenience, all work shall cease and the contract shall be deemed terminated. The Township shall pay all costs incurred by the Contractor up to the date of termination, less any credits or setoffs that are due and owing to the Township, as specified by the Contract Documents. The Contractor will not be reimbursed for any anticipatory profits, or for any costs or expenses which have not been incurred for materials delivered or work performed for the Township, at any time after the date of termination. In the event of a termination for cause, Township 's election to complete work shall not constitute a waiver of claims arising from the Contractor's default.

ARTICLE XI: ADDRESS FOR NOTICE

The address given below shall be the address of the representatives parties to which all notices and reports required by this Agreement shall be sent by mail:

Township of Maple Shade
200 Stiles Avenue
Maple Shade NJ 08052

Any notice or statement by any party shall be deemed to be sufficiently given when sent by prepaid certified mail return receipt requested, to any party at its address set forth hereinabove. This address shall remain in effect unless another address is substituted by written notice.

IN WITNESS WHEREOF, the parties hereto have duly signed and sealed this contract.

ATTEST:

TOWNSHIP OF MAPLE SHADE:

Andrea T. McVeigh, Township Clerk

Sandra Nunes, Mayor

ATTEST

CONTRACTOR:

Affix
Corporate Seal
(if applicable)

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF _____

:
:

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

I am employed by the firm of _____, the bidder submitting the Proposal for the above named project, in the capacity of _____, and I have execute the Proposal with full authority to do so. Further, the firm has not, directly or indirectly, entered into any agreement, participated in any collusion or otherwise take any action in restraint of free, competitive bidding in connection with the project. All statements contained in said proposal and in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the Township of Maple Shade’s Council rely upon the truth of the statements contained in this affidavit and in said proposal in awarding the contract for the 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 commission, percentage brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

(Printed Name)

(Title)

(Signature)

(Date)

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

Notary Public of _____

My Commission Expires _____

ALTERNATIVE DISPUTE RESOLUTION
MANDATORY CONSTRUCTION CONTRACT DISPUTE PROCEDURES
P.L. 1997, c. 371 (N.J.S.A. 40A:11-41.1)

N.J.S.A. 40A:11-41.1 All construction contract documents entered into in accordance with the provisions of P.L. 1971, c.198 (C. 40A:11-41.1 et seq.) after the effective date of P.L. 1997 c. 371 (C.40A:11-41.1 (Note: effective date is January 13, 1998), shall provide that disputes arising under the contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. Nothing in this law shall prevent the contracting unit from seeking injunctive or declaratory relief in court at any time. The alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered into pursuant to P.L. 1971, c 198 (C. 40A:11-1 et. seq.). The dispute resolution process utilized in this contract shall be mediation.

Notwithstanding industry rules or any provisions of law to the contrary, whenever a dispute concerns more than one contract, such as when a dispute in a contract involving construction relates to a contract involving design, architecture, engineering or management, upon the demand of a contracting party, other interested parties to the dispute shall be joined unless the arbitrator or person appointed to resolve the dispute determines that such a joinder is inappropriate. Notwithstanding industry rules or any provision of law to the contrary whenever more than one dispute of a similar nature arises under a construction contract, or related construction contracts, upon demand of a contracting party, the disputes shall be joined unless the arbitrator or person appointed to resolve the dispute determines that the disputes are inappropriate for joinder.

For the purposes of the law, the term “construction contract” means a contract involving construction or a contract related thereto concerning architecture, engineering or construction management.

Submitted by:
(Name of Firm) _____

Signature of authorized representative: _____

Title of authorized representative: _____

Date: _____

THE ABOVE HAS BEEN REVIEWED AND ACKNOWLEDGED BY THE AUTHORITY OF THE ABOVE SIGNATURE.

TOWNSHIP OF MAPLE SHADE

DISCLOSURE OF INVESTMENTS IN IRAN

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

PLEASE CHECK EITHER SPACE:

_____ I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed below nor any of the entity's parents, subsidiaries, or affiliates is listed on the NJ 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 below, or I am an officer or representative of the entity listed below and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification

OR

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

Part 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

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

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

Name: _____ Relationship to Bidder/Vendor: _____

Description of Activities:

Duration of Engagement: _____

Anticipated Cessation Date: _____

Bidder/Vendor _____

Contact Name _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that the Township of Maple Shade is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of contracts with the Township of Maple Shade or its assignee's to notify the Township of Maple Shade in writing any changes to the answers of information contained herein. I understand 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 Maple Shade or its assignee's and that the contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

Bidder/Vendor: _____

STATEMENT OF OWNERSHIP

(OWNERSHIP DISCLOSURE CERTIFICATION)

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

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

Name of Business: _____

Address of Business: _____

Name of person completing this form: _____

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

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

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

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

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

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

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

Part I

Check the box that represents the type of business organization:

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

Part II

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

OR

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

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

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

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

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

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

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

OR

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

AND

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

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

(Notary Public) _____

My Commission expires: _____

(Affiant)

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

N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY AFFIRMATIVE ACTION LANGUAGE
Goods, Professional Service and General Service Contracts

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, affection or sexual orientation or sex. Except with respect to affection or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affection or 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; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting for the provisions of this nondiscrimination 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, affection or sexual orientation or sex.

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

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

e. The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

Date:

Exhibit A

INSURANCE REQUIREMENTS

A. Protection of Persons and Property

Contractor shall protect all materials and equipment for which he is responsible, which is stored at the project site for incorporation in the work, or which has been incorporated into the work. He shall replace all materials and equipment which may be lost, stolen or damaged at his expense, whether or not such materials or

B. Insurance

1. The Contractor, prior to commencing work, shall provide at his own cost and expense, the following insurance to the Township of Maple Shade with insurance companies licensed in the State of New Jersey, which insurance shall be evidenced by Certificates and/or policies as determined by the Township of Maple Shade. Each Certificate or policy shall require that a thirty-day notice shall be given to the Purchasing Agent of the Township of Maple Shade by registered mail, return receipt requested, if any policy or any individual coverage is altered or canceled, and for all of the following stated insurance policies. All such notices shall name the Contractor and identify the contract and project number if applicable. Certificates of Insurance shall be delivered to the Purchasing Agent of the Township of Maple Shade, prior to the commencement of the project. All Certificates of Insurance shall state that the "Township of Maple Shade is an additional insured" for this contract.

2. Worker's Compensation and Employer's Liability Insurance

Contractor shall provide proof of Workers Compensation Insurance and be in compliance with the Compensation Law of the State of New Jersey. In the event any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance Employer's Liability:

Limit of liability shall be a minimum of \$1,000,000, in accordance with New Jersey Statute.

3. General Liability

The Contractor shall provide Comprehensive General Liability Insurance with a combined single limit of \$1,000,000/\$3,000,000 aggregate for bodily injury and property damage. A “claims made” policy is not acceptable. This insurance shall indicate on the Certificate of Insurance the following coverage’s:

- Premises
- Operations
- Errors and Omissions
- Use of Independent Contractors and Subcontractors – if applicable
 - Products and Completed Operations
 - Broad Form Contractual
 - Broad Form Property Endorsement – if applicable
 - Fire Legal Liability, \$100,000 – if applicable

The insurance required under this section, if applicable, shall protect the Contractor and his subcontractor(s), respectively, against damage claims which may arise from operations under this contract whether such operations be by the Insured or by anyone directly or indirectly employed by the Contractor and also against any of the special hazards which may be encountered in the performance of this contract. When such special hazards are encountered the above coverages shall be provided with the elimination of the XCU exclusion from the policy or otherwise submit proof that XCU is covered.

4. Automobile Liability

Automobile liability insurance, with a combined single limit of liability per occurrence of \$1,000,000 for bodily injury, property damage. This insurance shall include bodily injury and property damage with the following coverage.

- Owned Automobiles
- Hired Automobiles
- Non-owned Automobiles

5. Additional Insurance Requirements – As Applicable

All policies and certificates of insurance shall be approved by the Township of Maple Shade, Township Manager prior to the inception of any work and shall contain the following:

Insurers shall have no right of recovery or subrogation against the Township of Maple Shade, including its agents and agencies, it being the intention of the parties that the insurance policies so effected shall protect the parties and be primary coverage for any and all losses covered by the above described insurance. The insurance companies issuing the policy or policies shall have no recourse against the Township of Maple Shade including their agents and agencies as aforesaid for payment of any premiums or for assessments under any form of policy.

All certificates of insurance shall state that the Township of Maple Shade is carried as "an additional insured" for the purposes of the contract, and shall include Form 3:17-C attached, and confirm compliance with indemnification {section 2(f)}.