

TECHNICAL SPECIFICATIONS

SUPPLYING AND LAYING HOT MIX ASPHALT FOR THE CUMBERLAND COUNTY PUBLIC WORKS DEPARTMENT

1. INTENT

The intent and purpose of this specification is to adequately describe the requirements for Supplying and Laying Hot Mix Asphalt for the Cumberland County Public Works Department and the Cumberland County Cooperative Contract Purchasing System, Identifier Number 181-CCCCPS and to list all requirements necessary for entering into a contract, and for being declared winning bidder, for providing the services described herein or as mutually agreed upon.

The conditions and requirements are intended to be open and non-restrictive for the purpose of obtaining adequate participation of interested vendors, uniformity in the submission of bids, and selection of the most responsible vendor.

Contract # 1 shall be for the County pick-up of hot mix asphalt.

Contract # 2 shall be for contractor supplying and laying of hot mix asphalt, including tack coat, as needed, and milling, as needed, at various County locations.

The County shall award a single contract for the provision of these services to the bidder providing the low responsible bid for Contract # 1 plus Contract # 2.

This shall be an open-ended contract. The estimates provided herein are solely provided for the purposes of this bid. The County shall not be obligated to purchase any minimum or maximum amount of materials or services. The contractor shall only be compensated for the quantity of materials and services actually provided.

2. BRAND NAME

If and wherever in the proposal a brand name, make, name of any manufacturer, or trade name is mentioned, it is for the purpose of establishing a grade or quality of merchandise only.

The County of Cumberland does not wish to rule out other competition and equal brands or makes, and therefore, the phrase "or equivalent" is added.

If merchandise other than that specified is bid, it is the bidder's responsibility to name such within his bid and to provide information to the County that may show said items are equivalent to that specified. Bidder shall list all deviations from specifications in detail on items bid. The County shall be the sole judge concerning the merits of bid submitted.

3. SAFETY

A. Statutory Laws and Regulations

The contractor shall comply with the applicable requirements of the Department of Labor and Regulations of the State of New Jersey applicable to safety and/or the authorities having jurisdiction over same.

B. Safety Codes

The contractor shall abide by all safety codes pertaining to this project and shall conform to all safety rules and regulations set by and all authorities having jurisdiction over the work.

The contractor shall maintain adequate protection against damage to life and property involved in the work and shall provide all necessary protective devices as required under the manual on Uniform Traffic Control Devices, until completion and final acceptance of the work by the owner.

In any emergency threatening life or property, not considered by a contractor as coming under the preceding provisions, he may act at this own discretion without authorization by the County.

Should storm warnings be issued, the contractor shall take every precaution to minimize danger to persons, property and to the work. The precautions shall include removing all loose materials, tools and equipment from exposed locations; removing or securing scaffolding and other temporary work.

4. ORAL INSTRUCTIONS

The County shall not be responsible in any way for oral answers unconfirmed in writing to any inquiries regarding the intent or meaning of these specifications.

5. PAYMENT

Payment for the delivery of said patch will be made within seven days following the next regular monthly meeting of the Board of Chosen Freeholders subsequent to said delivery and inspection and acceptance by the County. The invoice and completed County Voucher are to be presented to:

Cumberland County Public Works Department
800 East Commerce Street
Bridgeton, New Jersey 08302
Attn: Carole Bjorklund

6. USE OF JOB SITES

The contractor shall confine their equipment, apparatus, the storage of materials and operations of his workers to limits indicated by the law, ordinances, permit or directions of the County and shall not encumber other than the designated areas with his materials.

The contractor will take care not to damage any part of the existing facility other than those areas necessary for execution of the work. Any areas on the site damaged as a result of the work or through negligence on the part of the contractor shall be repaired at no expense to the County.

The owner throughout the course of the project may/shall occupy the various job sites. The contractor shall at all times during the course of performance for the work take all precautions as to the safety and welfare of the occupants, staff and visitors, as well as, coordinate all execution with the everyday working operations of the facility.

The contractor shall be required to follow and/or obey all rules, regulations and policies of Cumberland County.

7. TRANSPORTATION AND HANDLING

Contractor who would normally transport and handle a particular material, or piece of equipment, shall be responsible for delivery to and/or return from the job site of all materials and equipment necessary to perform his work and shall pay all freight and handling charges for same. All unloading, storing and reloading necessary shall be the responsibility of the contractor and shall be at their expense.

8. STORAGE AND PROTECTION

All materials delivered to and used on the project shall be suitable housed and protected. The areas to be used for storage shall be located where approved by the County. The contractor shall provide his own storage.

No materials or equipment shall be stored so as to interfere with the use, by the public or adjacent sidewalks, parking lots or roads, unless special permission is obtained from the County.

The County assumes no responsibility, financial or otherwise, for damage, deterioration or theft of stored materials, equipment, tools and supplies.

9. CLEAN-UP

The contractor shall provide clean-up at the end of each day. No loose materials are to be left on-site.

Upon completion of the project, the contractor shall provide a final clean-up and leave the site in the same condition in which it was found.

Disposal of all debris and rubbish shall be the responsibility of the contractor. County trash containers are not to be used.

10. TERM OF CONTRACT/AWARD OF CONTRACT

The County shall award a single contract for the provision of these services to the low, responsible bidder for Contract # 1 plus Contract # 2.

Bidders shall provide their total all inclusive per ton fee for County pick-up of asphalt.

Bidders shall provide their total all inclusive per ton fee for supplying and laying asphalt, including tack coat, at various County locations.

Bidders shall provide their total all inclusive per square yard fee for milling to a depth of four inches (4") at various County locations.

The material supplied but not laid shall be F.O.B. destination from the contractor's plant.

The County will pick up the bituminous concrete at the contractor's plant.

The contract period shall be from May 1, 2010 to April 30, 2011. The contract shall be contingent upon the appropriation of the necessary funds in the temporary and/or permanent 2010 and 2011 budgets.

11. MATERIAL FOR COUNTY PICKUP

The hot mix materials for County pick up will be paid for by ton of hot mix material placed within the using agency's dump truck. The bidder should indicate its plant pick up location in the Questionnaire. Bidder who fails to indicate pick up location(s) will have five (5) business days to respond to an oral or written request to provide the information. If a bidder still does not provide its pickup location(s), its bid proposal shall be rejected as non-responsive.

The contractor must allow for the pickup of hot mix material by County vehicles within forty eight (48) hours from the time an order is placed by the using agency.

For the purposes of evaluating bids for Contract # 1, County pick-up of materials, the County estimates that it shall purchase approximately 300 tons of material, that each County pick-up shall be approximately 3 tons and that there will be approximately 100 round trips required to pick up the 300 tons of material. Bidders shall indicate in the Questionnaire the physical address of their plant where the County would pick up materials and the approximate round trip distance from that plant to the intersection of State Highway 49 and County Road 553, Bridgeton, New Jersey, 08302. The County shall apply \$4.00 per mile (manpower, time and transportation costs) to the round trip mileage indicated by the bidders to equal the County's transportation costs per each round trip. This round trip cost shall then be multiplied times the 100 round trip estimate

to equal the County's transportation costs when picking up materials. The total of the transportation costs plus the materials cost shall be used for the evaluation of the bids, determination of the low, responsive bidder and for contract award.

For example, a bidder bidding a unit price of \$60.00 per ton for the 300 ton usage estimate and indicating a round trip mileage from their plant to the intersection of SH49 and CR553 of 20 miles shall have their bid evaluated as follows: 300 tons x \$60.00 per ton = \$18,000.00 for their materials cost; 20 miles x \$4.00 = \$80.00 for the per pick-up round trip transportation cost; \$80.00 per round trip x 100 round trips = \$8,000.00 for the transportation cost; \$18,000.00 plus \$8,000.00 = \$26,000.00 which would be the total amount used for bid evaluation, determination of the low, responsive bidder and for contract award.

Bidders are hereby notified that the successful bidder (contractor) shall be paid the per ton prices they have indicated in the Official Bid Sheet and not the evaluation amount determined by the County.

Should there be any dispute regarding the round trip mileage from the bidder's plant to the intersection of SH49 and CR553, Bridgeton, New Jersey, the County shall use Mapquest mileage between those points to calculate the round trip mileage; the Mapquest calculation used by the County shall be final and uncontestable.

12. TECHNICAL SPECIFICATIONS

All material supplied or work provided shall be done in accordance with the New Jersey DOT Standard specifications for Road and Bridge Construction, 2007 and any amendments thereafter. A copy of said specifications are on file and available for inspection between the hours of 8:00 A.M. to 4:00 P.M. Monday through Friday, holidays excluded at the Cumberland County Public Works Department, 800 East Commerce Street, Bridgeton, New Jersey 08302.

Responsibilities of the Contractor:

Supply all labor, equipment, expertise and all other items required for the laying of the hot mix asphalt at various County locations.

Transporting of hot mix asphalt to jobsite.

Rolling of the material to the compaction required by N.J.D.O.T. specifications.

Insuring the safety and protection of your work force and equipment at the jobsite.

Supply hot mix asphalt as required for County pick up.

Supply all labor, equipment, expertise and all other items required for the milling to a four (4) inch depth. The contractor shall only mill an area that they can resurface that same day. The contractor shall be required to resurface all milled areas that same day.

Provide traffic control at the jobsite if required.

Responsibilities of the County:

Pickup of material designated for County use.

Contractor shall begin work within seven (7) calendar days after notification from the County.

The tentative locations for Supplying, Laying and or Milling of Hot Mix Asphalt, include but are not limited to:

VARIOUS COUNTY ROADS WITHIN CUMBERLAND COUNTY, MINIMUM OF \$6,000.00 CUMULATIVE TOTAL PER LOCATION (\$8,000.00 IF MILLING IS REQUIRED).

Each truckload of Hot Mix Asphalt leaving the contractors's plant shall be weighted by a certified weighmaster on certified scales approved by the New Jersey Department of Weights and Measures. The weighmaster shall furnish to the truck driver, County duplicate weigh slips showing, truck number, the gross, tare and net weight. To each weigh slip his signature and official seal shall be affixed. No material will be accepted unless accompanied by such a delivery slip.

The tare weights of the empty trucks shall be obtained at frequent intervals of not less than one each morning and afternoon. When the net weight of any truckload of material varies by more than 2.0% from the unit batch weight times the number of batches in the truckload, the material may be rejected.

13. RESERVATIONS

The County reserves the right to reject any and all bids received for this project and to waive any minor informalities as allowable by law.

14. NEW JERSEY RIGHT TO KNOW

The contractor shall supply any required MSDS sheets or other material to meet all New Jersey Right-to-Know requirements.

15. CANCELLATION

Non-performance of the contractor in terms of compliance with specifications shall be a basis for termination of the contract by the County. Cancellation by the County may be made immediately upon written notice to the contractor.

The contractor may be given a reasonable opportunity before termination to correct any deficiencies. This, however, shall in no way be construed as negating the basis for termination for nonperformance. The County may deduct from any money due the

vendor if the contractor fails to perform their obligations under this contract. The County reserves the right to pursue any and all other remedies if the contractor defaults on its obligations under this contract.

16. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

Contractor covenants and agrees that he and his agents and employees will comply with all federal, state and local laws, regulations and ordinances, applicable to the business to be conducted under this contract, and that he shall obtain all necessary permits, pay all license fees and taxes to comply therewith.

17. RESERVATIONS

The County of Cumberland reserves the right to reject any and all bids as allowable by law. The County reserves the right to investigate the bidder's ability and to satisfy itself that the bidder will be able to fulfill these specifications and any future service requirements.

18. LAWS AND ORDINANCES

All work shall be performed in all respects, in strict conformity to all laws, regulations and ordinances of the Federal, State, County and Municipal governments, and all departments and bureaus having jurisdiction thereof.

19. COUNTY HOLIDAYS

For the purposes of this bid the following shall be the holidays observed by the County:

- New Years Day
- Martin Luther King Day
- Lincolns Birthday
- Presidents Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Election Day
- Veterans Day
- Thanksgiving
- Christmas Day

20. SUBMITTAL DOCUMENTS REQUIREMENTS

It shall be the responsibility of the bidders to familiarize themselves with the documentation required by all authorities having jurisdiction and approval for this project, which approval may be required prior to commencement of any work.

21. EXAMINATION OF DOCUMENTS

Each bidder is under an affirmative duty to inform itself by personal examination of the specifications and the proposed work and by such other means as it may select, of the character, quality and extent of work to be performed and the conditions under which the contract is to be executed.

Each bidder shall examine the specifications and all other data or instructions pertaining to the work required for this contract. No pleas of ignorance of conditions that exist, or of difficulties or conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the work will be accepted by the County of Cumberland as an excuse for any failure or omission on the part of the bidder to fulfill every detail of all the requirements of the documents governing the work. Bidder, if awarded contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such bidder might have fully informed themselves prior to bidding.

22. TERMINATION

Either party may terminate this agreement at any time by providing thirty (30) calendar days written notice, sent by certified mail with return receipt, to the other party, indicating its intention to terminate the agreement.

23. CONTRACTOR RESPONSIBILITY

The contractor shall be held to have carefully examined the conditions that may be encountered in complete execution of all work.

The contractor shall be held to have examined these specifications and all other data or instructions pertaining to this work.

It shall be understood that by submitting a bid proposal, the bidder/contractor shall be bound by the terms and conditions required herein.

All work and materials shall be in full accordance with the regulations of all entities having jurisdiction.

The contractor shall immediately inform the County of any work materials which violate any of the above laws and regulations and any work done by the contractor causing such violations shall be corrected by this contractor at his own expense.

24. QUESTIONS

Questions concerning this bid invitation shall be directed in writing to the Cumberland County Director of Purchasing via facsimile at (856) 451-0967.

25. COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM

Bidders are hereby reminded that this bid is being solicited on behalf of the Cumberland County Cooperative Contract Purchasing System, Identifier Number 181-CCCCPS, as authorized by N.J.S.A. 40 A:11-11(6) and regulated by N.J.A.C. 5:34-7.1, that permits government entities within the geographic boundaries of a County, and at the discretion of the County, to utilize any contract made by the County, provided that the successful bidder to the County is awarded a contract and has elected to extend their prices to those government entities.

Bidders are hereby reminded that the decision to award the County contract for this bid will not be affected by a bidder's decision to extend, or not to extend, their prices to the government entities within the County.

Bidders are hereby reminded to check Yes or No on the Official Bid Sheet regarding whether they are willing to provide the item(s) herein bid upon to local government entities within the County of Cumberland, without substitution or deviation from specifications, features, quality, price, or availability, as herein set forth. Bidders are reminded that it shall be understood that orders will be placed subject to the overall terms and conditions of the contract to be awarded by the County of Cumberland, and that no other charges, including but not limited to, additional service or delivery charges, will be allowed except as permitted by the terms and conditions specified herein. Bidders are additionally reminded that it shall be understood that the decision to extend, or not to extend bid prices, will not adversely effect consideration of this bid with respect to the needs of the County of Cumberland and the consequent award of contract.

Failure by the bidder to indicate on the Official Bid Sheet whether or not they will extend their bid prices to local government entities shall be taken to mean that bid prices will not be extended.