

TOWNSHIP OF PENNSAUKEN  
CAMDEN COUNTY, NEW JERSEY

NOTICE TO BIDDERS

Notice is hereby given that sealed bids be addressed to Adrian Casey, Purchasing Agent; Township Purchasing Department and shall be clearly marked on the outside: **Bid Packet #17-09 Emergency Traffic Signal Maintenance**. The bids will be opened and publicly read at the Municipal Building, 5605 North Crescent Blvd., Pennsauken, New Jersey on **Tuesday, March 14, 2017** at 10:30 A.M. prevailing time.

Specifications and Proposal forms are on file in the office of the Township Clerk and may be obtained during regular hours from 8:30 am and 4:30 pm Monday through Friday. Cost is \$20.00 (\$25.00 if mailed) and is non-refundable. **They may also be downloaded from the Township's website free of charge. [www.twp.pennsauken.nj.us](http://www.twp.pennsauken.nj.us)**

A proposal form which is included with the specifications is to be completed and returned with the bid.

Pursuant to N.J.S.A 40A:11-23c, Addenda may be issued for the bids. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement. If bidders obtain a bid from the website, it is their responsibility to check the website and purchasing department prior to the bid opening to see if addenda have been issued. Copies of addenda or notice of same will be made available on the Township Website or will be faxed or sent via U.S. Mail to all registered vendors, bidders who pick up bid specifications from the Municipal Building or receive specifications from the Municipal Building or receive specifications by mail will automatically receive copies of addenda.

The TOWNSHIP OF PENNSAUKEN shall have sixty days (60) within which to accept or reject bids. Submitted bidders shall be required to keep their bids open for that period of time and agree that they will not withdraw or reverse their prices therein

The signed proposal forms must be delivered to the place on or before the hour named above. Bidders name, address and bid packet number must appear on the outside of a sealed envelope.

The right is reserved to reject any or all proposals, in whole or in part, or to make awards to such bidder or bidders who, in the judgment of the Township Committee makes the most advantageous bid and to waive such informalities as may be permitted by law.

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

By order of the Township Committee of the Township of Pennsauken, in the County of Camden and the State of New Jersey.

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Adrian Casey, Purchasing Agent

DATED: March 3, 2017

## Instructions To Bidders And Statutory Requirements

### I. SUBMISSION OF BIDS

- A. Sealed bids shall be received by the contracting unit, hereinafter referred to as “owner,” in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B. Sealed bids will be received by the designated representative at the time 10:30am at Pennsauken Municipal Building as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. The bid shall be submitted in a sealed envelope: (1) addressed to the owner, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title and/or bid # of the contract being bid.
- D. It is the bidder's responsibility that bids are presented to the owner at the time and at the place designated. Bids may be hand delivered or mailed; however, the owner disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the owner. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- G. Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:
- Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
  - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
  - Bids by sole-proprietorship shall be signed by the proprietor.
  - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- H. Bidder should be aware of the following statutes that represent “Truth in Contracting” laws:
- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
  - N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
  - N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
  - Bidder should consult the statutes or legal counsel for further information.

## II. BID SECURITY AND BONDING REQUIREMENTS

The following provisions if indicated by an (☑), shall be applicable to this bid and be made a part of the bid documents:

### A. BID GUARANTEE

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

Failure to submit a bid guarantee shall result in rejection of the bid.

### B. CONSENT OF SURETY

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

Failure to submit a consent of surety form shall result in rejection of the bid.

### C. PERFORMANCE BOND

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

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5.

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

### D. LABOR AND MATERIAL (PAYMENT) BOND

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

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

E. MAINTENANCE BOND

Upon acceptance of the work by the owner, the contractor shall submit a maintenance bond (N.J.S.A. 40A:11-16.3) in an amount not to exceed \_\_\_\_\_% of the project costs guaranteeing against defective quality of work or materials for the period of:

- \_\_\_\_\_ 1 year
- \_\_\_\_\_ 2 years

**III. INTERPRETATION AND ADDENDA**

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the owner. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the owner of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.
- C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the owner's representative stipulated in the specification. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the bid for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder in the bid. The owner's interpretations or corrections thereof shall be final.

When issuing addenda, the owner shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package pursuant to N.J.S.A. 40A:11-23c.1.

D. Discrepancies in Bids

- 1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
- 2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the owner of the extended totals shall govern.

E. Pre-Bid Conference

If stated in the Notice to Bidders:

- A Pre-Bid Conference is not required for this bid.

A pre-bid conference for this proposal will be held on \_\_\_\_\_.

Attendance is not mandatory, but is strongly recommended. Failure to attend does not relieve the bidder of any obligations or requirements.

#### IV. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.
- C. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The owner reserves the right to evaluate the equivalency of the goods and services.
- D. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.
- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
- F. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

#### V. INSURANCE AND INDEMNIFICATION

**The insurance documents indicated by an (X) shall include but are not limited to the following coverage's.**

##### A. INSURANCE REQUIREMENTS

1. Worker's Compensation Insurance

Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

2. General Liability Insurance

General liability insurance shall be provided with limits of not less than \$1,000,000 any one person and \$1,000,000 any one accident for bodily injury and \$2,000,000 aggregate for property damage, and shall be maintained in full force during the life of the contract.

3. Automotive Liability Insurance

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

4. Other Forms Of Insurance Required

## B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the owner as an additional insured.

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

## C. INDEMNIFICATION

Bidder shall indemnify and hold harmless the owner from all claims, suits or actions, and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

## VI. PRICING INFORMATION FOR PREPARATION OF BIDS

- A. The owner is exempt from any local, state or federal sales, use or excise tax.
- B. Estimated Quantities (Open-End Contracts): The owner has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.
- C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.
- D. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

## VII. STATUTORY AND OTHER REQUIREMENTS

**The following are mandatory requirements of this bid and contract.**

### A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as Exhibit A of this bid specification.

#### 1. Goods and Services (including professional services) Contracts

Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- i. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or

- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

## 2. Maintenance/Construction Contracts

After notification of award, but prior to signing the contract, the contractor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The contractor shall also cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the job and/or off-the-job programs for outreach and training of minorities and women.

## B. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans With Disabilities language that is included as Appendix A of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

## C. STOCKHOLDER DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

## D. PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

If boxes of the following items are checked, they are mandatory requirements of the bid proposal and contract.

E. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-2 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

F. PREVAILING WAGE ACT

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. [Additional information is available at www.state.nj.us/labor/lssed/lspubcon.html](http://www.state.nj.us/labor/lssed/lspubcon.html).

G. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

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

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

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

- **"Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.**
- **"Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."**
- **"Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.**



**To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at [www.state.nj.us/labor/lssc/lspubcon.html](http://www.state.nj.us/labor/lssc/lspubcon.html).**

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

## H. NON-COLLUSION AFFIDAVIT

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

### I. PAY TO PLAY

Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year.

Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

### VIII. METHOD OF CONTRACT AWARD

- A. The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see Section X, Termination of Contract, Sub-section E, for additional information.
- B. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.
- C. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.
- D. The owner may also elect to award the contract on the basis of unit prices.
- E. The form of contract shall be submitted by the owner to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the owner.

### IX. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

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

## **X. TERMINATION OF CONTRACT**

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the owner shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.
- C. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.
- D. In case of default by the contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the owner reserves the right to cancel the contract.

## **F. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.**

- It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Owner.
- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the owner.
  - H. The owner may terminate the contract for convenience by providing 30 calendar days advanced notice to the contractor.

## **XI. PAYMENT**

- A. No payment will be made unless duly authorized by the Owner's authorized representative and accompanied by proper documentation.
- B. Payment will be made in accordance with the Owner's policy and procedures.

**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)  
N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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, affectional or sexual orientation, gender identity or expression, disability, nationality 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 forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor, 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.

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.

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.

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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the

statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the Township of Pennsauken, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. § 12101 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**GOODS AND SERVICES CONTRACTS**  
**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Township of Pennsauken**  
**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**No addenda were received:**

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**STOCKHOLDER DISCLOSURE CERTIFICATION**  
**This Statement Shall Be Included with Bid Submission**

**Name of Business** \_\_\_\_\_

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

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

Stockholders:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn before me this \_\_\_ day of \_\_\_\_\_, 2\_\_.

\_\_\_\_\_  
(Affiant)

(Notary Public)

\_\_\_\_\_  
(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

**NON-COLLUSION AFFIDAVIT**

State of New Jersey  
County of \_\_\_\_\_

ss:

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(name of affiant) (name of municipality)  
in the County of \_\_\_\_\_ and State of \_\_\_\_\_ of full  
age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (name of firm)

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

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

Subscribed and sworn to

before me this day

\_\_\_\_\_  
Signature

\_\_\_\_\_, 2 \_\_\_\_\_

\_\_\_\_\_  
(Type or print name of affiant under signature)

\_\_\_\_\_  
Notary public of

My Commission expires \_\_\_\_\_

(Seal)

TOWNSHIP OF PENNSAUKEN

**BID DOCUMENT CHECKLIST\***

Required by owner	Submission Requirement	Initial each required entry and if required submit the item
<input checked="" type="checkbox"/>	Stockholder Disclosure Certification	
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	
<input checked="" type="checkbox"/>	Bid Proposal Form	
<input type="checkbox"/>	References	
<input type="checkbox"/>	Status of Present Contracts	
<input type="checkbox"/>	Equipment Certification	
<input checked="" type="checkbox"/>	Bid Guarantee (with Power of Attorney for full amount of <i>Bid</i> Bond)	
<input type="checkbox"/>	Public Works Contractor Certificate	
<input checked="" type="checkbox"/>	Consent of Surety (with Power of Attorney for full amount of Bid Price)	
<input checked="" type="checkbox"/>	Mandatory Affirmative Action Language	
<input checked="" type="checkbox"/>	Prevailing Wage	
<input checked="" type="checkbox"/>	Americans with Disabilities Act of 1990 Language	
<input checked="" type="checkbox"/>	Proof of Business Registration	

\*This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.

## CONTRACT REQUIREMENTS - TECHNICAL SPECIFICATION & BID PROPOSAL

### PURPOSE

The Township of Pennsauken hereafter referred to as the **Township**, requires the emergency services of qualified personnel, hereafter known as the **Contractor**, to ensure the safe operation of the **Township's** Traffic Signal System equipment, hereafter known as the System. The System equipment to be repaired/replaced on an emergency basis consists of, but is not limited to: traffic signal control equipment and cabinets; inductive loop detection; video detection; signal poles and mast arms; vehicular and pedestrian signal heads; pedestrian push buttons; cables; interconnect of various types; leased telephone communication connections; opticom emergency preemption equipment and related equipment.

A list of signalized intersections and miscellaneous devices such as flashing beacons is shown in Attachment A. As new signalized intersections are constructed in the **Township** and added to the System, they too shall be included in the scope of services, provided by the **Contractor**, at agreed contract pricing.

### SCOPE OF SERVICES

#### 1. GENERAL

- A. Contract Quantities – Estimated Contract quantities, if shown, are provided solely for use as a uniform basis for the comparison of bids and are not guaranteed. When a quantity is not shown, the price bid should be based on a quantity of 0-5 units with the exception of lamps of the various kinds which shall be based on a quantity of 50 for each type. Actual quantities may be significantly higher or lower than anticipated. The **Contractor** will be directed to perform these tasks on an as needed basis.
- B. Specifications and Details - The **Contractor** shall be required to perform all contract services identified herein in accordance with the NJDOT 2007 Standard Specifications for Road and Bridge Construction, the current Electrical Material Specifications, the Approved Electrical Engineering Material list and the Electrical Standard Details 2007 and in accordance with accepted industry standards and practices. Latest revision of the above documents.
- C. Work Authorization - No work shall be undertaken by the **Contractor** unless it has been authorized and provided a Purchase Order Number or a Police Emergency Authorization after hours by the **Township**. Each Purchase Order or Emergency Authorization issued by the **Township** shall serve as a formal notice-to-proceed and will include an effective time period for completion of the specified work, if required.
- D. Communications – A 24 hour per day cellular telephone service number and two secondary back up numbers shall be maintained and manned every day of the year to receive, record and dispatch all calls for contract service from the **Township's** designated personnel. All **Contractor** personnel responsible for responding to the emergency needs of the System shall be equipped with cellular telephones.
- E. Parts and Equipment – The **Contractor** shall maintain a stock of repair and replacement parts designated for use in the System including: controllers, load switches, relays and all other necessary units and components required to fulfill the terms of this contract. The **Township** will not be responsible for furnishing any parts or equipment under this contract unless otherwise specified. All replacement parts and equipment shall be new and equal to the original part or component being replaced unless otherwise specified. The **Contractor** shall use parts on the NJDOT Approved Electrical Engineering Material list (EE #'s).
- F. Review - Throughout the term of the Contract, the **Township** may conduct reviews of the various phases of the **Contractor's** operations. The **Contractor** shall cooperate and assist the **Township** throughout this review process.

- G. Apparent Omissions - The apparent silence of these specifications as to any detail, or the apparent omission from them of a detailed plan concerning any work to be done and materials to be furnished shall be regarded as meaning that only the best general practice is to prevail and that only the best workmanship and material is to be used. Work not specified, but involved in the proper execution of the work, is required and shall be performed by the **Contractor** as though it were specifically delineated or described. Interpretation of these specifications shall be made upon that basis.
- H. Temporary Traffic Devices - When it is impractical to immediately restore standard equipment at the jobsite, the **Contractor** shall immediately provide temporary devices, satisfactory to the **Township**, and maintain the devices until permanent traffic control devices can be re-installed. The **Contractor** shall provide and maintain temporary equipment including but not limited to: controllers, signal heads, and all necessary wiring and connections required to make this System operational and in conformance with the approved plan.
- I. Material Delivery - In the event the delivery of any material in short supply is delayed substantially beyond the normal delivery time which results in delaying the completion of the work, the completion time period will be extended without penalty. The **Contractor** shall demonstrate to the **Township** that he has made every reasonable effort to obtain such material and complete the work.
- J. Safety – The **Contractor** shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work of this contract and shall provide all reasonable and prudent safety equipment for persons assigned to this contract. The **Contractor** shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to all employees on the work site and all other persons who may be affected thereby. The **Contractor** shall comply with all **Township**, State, Federal and OSHA safety regulations as well as the requirements contained within the current MUTCD Part 6 - Temporary Traffic Control.
- K. Cleanliness – Upon completion of each work task the **Contractor** shall remove all remaining materials and shall leave the area that may have been affected by his operations in a neat and orderly condition.
- L. Lane Closure Restrictions – Scheduled work and traffic signal modification tasks may be subject to peak period lane closure restrictions. Specific closure limitations, if required, will be provided by the **Township Police Department**.
- O. Temporary Traffic Control - Temporary traffic control shall be in conformance with the current MUTCD Part 6- Temporary Traffic Control.

## 2. PERSONNEL AND EQUIPMENT

The **Contractor** shall provide Traffic Signal Electricians with a minimum of five (5) years experience in the construction, emergency repair and maintenance of traffic signals. They shall have completed at least one (1) manufacturers controller training program and be IMSA Traffic Signal Level II Certification and completed a traffic control training program by either the FHWA or State of New Jersey.

The **Contractor** shall provide Traffic Signal Electricians with a mobile bucket truck. Additional equipment will be provided as required to complete the required task.

The mobile bucket truck shall have as a minimum the following inventory on the truck for emergency maintenance:

- 2 - Nema 8-phase controller
- 2 - Nema conflict monitors
- 8 - load switches
- 2 - flashers
- 2 - four channel loop amplifiers
- 1 - two channel loop amplifier
- 2 - flash transfer relays
- An adequate supply of lamps of the various sizes, relays, pushbuttons, pushbutton signs of the various type, lens for traffic signal and pedestrian of the various sizes, transformer base doors, banding with clips, safety chains, circuit breakers, wire outlet, cabinet locks and anything else necessary for Emergency Maintenance.

The **Contractor** shall maintain an additional inventory at his business location of the following:

- 5 - Green LED module – 12"
- 5 - Yellow LED module – 12"
- 5 - Red LED module – 12"
- 5 - Green LED module – 8"
- 5 - Yellow LED module – 8"
- 5 - Red LED module – 8"
- 5 - 1 way 3 section RYG (LED) Polycarbonate 12" signal heads
- 5 - 1 way 3 section RYG (LED) Polycarbonate 8" signal heads
- 5 - Pedestrian Indications- walk/don't walk
- 2 - 20' mast arms and hardware for "T" pole
- 2 - 15' mast arms and hardware for "T" pole
- 1 - 25' mast arms and hardware for "K" pole
- 2 - Traffic Signal Standard, Type "T"
- 1 - Traffic Signal Standard, Type "K"
- 2 - 8" Pedestal Assembly

### 3. EMERGENCY MAINTENANCE AND SIGNAL MODIFICATION

The **Contractor** shall generally perform two (2) types of services under this contract. They are Emergency Maintenance and Traffic Signal Modification Work.

#### A. EMERGENCY MAINTENANCE

Emergency Maintenance shall be performed at the request of the **Township's** representative as listed in Attachment "B" and shall include all necessary repairs to place the traffic signal/flashing beacon back into normal operation. The **Contractor** shall document the call as outlined in Section 4.0 Records and as listed below.

Only a Traffic Signal Electrician in a mobile bucket truck shall be on call. If required, additional personnel and equipment shall be brought to the jobsite to assist in the repair. Documentation of call and justification of work performed shall be provided by the **Contractor**. This shall include as a minimum, jobsite location, date, time, number of additional personnel, number of man-hours, number and type of equipment, etc.

The **Contractor** shall be required to respond immediately and to initiate emergency maintenance operations at the job site of the emergency within a MAXIMUM OF 1 HOUR after a call has been received from the **Township**. The **Contractor** shall pursue all repair obligations in order to minimize signal down time. Work shall be performed continuously until the repair is complete.

Major malfunctioning equipment, materials or parts (i.e. a missing or damaged cabinet, pole, pole base, mast arm, etc.) shall be repaired or replaced under emergency maintenance at the rates submitted by the **Contractor** on the bid sheet.

Records and performance of all emergency maintenance operations shall be strictly enforced and checked by the **Township**.

No payment shall be made for time other than travel time to and from the jobsite and time at the jobsite. Travel time shall not exceed a total of 1 hour to and from the jobsite. Travel time will not be paid for return calls, unless previously authorized by the **Township**.

It is the **Township's** intent that all emergency repairs be made during the initial trip unless shop repairs are required on controller equipment. No compensation shall be made for additional trips if in the opinion of the **Township** the additional trips were necessitated due to a lack of required inventory, equipment and/or qualified personnel on the part of the **Contractor**. All work shall be done by and/or supervised by one certified electrician.

The **Township** reserves the right to require the **Contractor** to carry any additional equipment and/or materials necessary to perform emergency operations in the field to prevent delay and keep travel time to a minimum.

In the event that police protection is necessary to perform the repairs, the **Contractor** shall be responsible for contacting the Pennsauken Police Department to secure personnel.

#### B. Traffic Signal Modification Work

Work under this task will include modification to existing traffic signals/flashers or installation of new traffic signals/flashers as authorized by the **Township**. The **Township** will provide all required plans and installation details for all authorized work. Payment for work performed under this task will be made based upon unit cost prices bid for this contract or for special items it will be on a cost plus basis. The time period allowed for the completion of work shall commence upon authorization of such work by the **Township**.

#### 4. RECORDS

The Police Department and/or **Township** representative will provide a "Purchase Order # or Emergency Authorization for each **EMERGENCY MAINTENANCE** call assigned. Both parties will verify the time of the call. The **Contractor** shall notify the assigning party when they arrive at the jobsite and again when the work is completed. Failure to make notification of completion of work may result in the **Township** determining a reasonable amount of time that will be acceptable for the emergency and make payment based on that.

The **Contractor** shall be required to keep and maintain records of all emergency maintenance operations performed throughout the life of this contract. A copy of such records shall be furnished to the **Township** in duplicate on a monthly basis and without any alteration. The following form shall be used:

- Form EL-12 which shall be used for the Emergency Maintenance

All emergency repairs shall be documented on the forms.

The **Contractor** or his representative shall also complete and sign the inspection log sheets placed inside controller cabinets and must fill in the exact details of any emergency call responded to at any signalized location. Copies of inspection sheets are available from the **Township** upon request. A copy of the EL-12 and timing sheets filled in by the **Contractor's** personnel shall remain in the controller cabinet.



## 5. FAILURE TO RESPOND

In the event the **Contractor** does not respond or the signal technician will not be at the intersection within the required 1-hour Response Maintenance call, the signal technician shall notify the **Township**.

Dependent upon the severity of the incident, the **Township** may choose to respond with its own forces or utilize the services of another **Contractor**. If the **Township** uses forces other than the **Contractor's** because the **Contractor** could not meet his required 1-hour response time, the **Contractor** shall be back charged the cost incurred by the **Township** plus a 25% penalty. The money will be deducted from any money owed the **Contractor**.

The **Contractor** may also be liable for any incidents resulting in his not responding to the Response Maintenance call.

If more than 2 incidents of the **Contractor** not responding within the 1-hour period occurs, the **Township** reserves the right to terminate the contract.

## 6. WARRANTY

All equipment, parts, workmanship that are provided as a repair to existing equipment under annual emergency maintenance shall be guaranteed for a minimum of 30 days from the date of repair. Any faulty or defective parts and/or equipment shall be replaced at the expense of the **Contractor**, including: labor, parts and travel time. All other new equipment and/or parts furnished by the **Contractor** which is to be replaced under emergency maintenance shall be guaranteed for 1 year from date of replacement.

All lamps replaced during emergency maintenance shall be warranted in conjunction with manufacturer's warranty. All faulty lamps within the warranty period shall be replaced at the **Contractor's** expense including labor, parts and travel time.

All guarantees shall not include damage caused by acts of vandalism or acts of God such as wind, rain, lightning, tornadoes, etc.

## **Attachment "A"**

### **List of Traffic Signals**

<b>INTERSECTION #</b>	<b>INTERSECTING ROADS</b>
1	WESTFIELD AVE & 47 <sup>TH</sup> ST.
2	WESTFIELD AVE & BROWNING RD
3	WESTFIELD AVE & MERCHANTVILLE AVE
4	WESTFIELD AVE & COVE RD
5	WESTFIELD AVE & DEROUSSE AVE
6	RIVER RD & BROWING RD
7	RIVER RD & COVE RD
8	RIVER RD & DEROUSSE AVE
9	RIVER RD & ENGARD AVE
10	RIVER RD & UNION AVE
11	RIVER RD & JOHN TIPTON BLVD
12	HYLTON RD & NATIONAL HWY
13	HYLTON RD & REMINGTON AVE
14	UNION AVE & PARK AVE
15	UNION AVE & MAPLE AVE
16	HADDONFIELD RD & WYNDAM RD
17	HADDONFIELD RD & PARK AVE
18	HADDONFIELD RD & NEW YORK AVE

### **List of Flashing Beacons**

- 1 TINSMAN AVE & 49<sup>TH</sup> ST

**Attachment "B"**

**Township Contacts**

**Sgt. Chris Sulzbach- Non Emergency**

Township of Pennsauken  
Police Department

Business: (856)488-0080 Ext. 2301

Business Fax: (856) 665-0187

Email: [csulzbach@pennsaukenpolice.org](mailto:csulzbach@pennsaukenpolice.org)

**24-Hour Police Desk (Emergency)**

**(856) 663-1234**

## Bid Items

The following items shall be provided on an as needed basis for use in the emergency maintenance to be provided in the contract. All items are measured as UNIT unless otherwise noted. Quantity totals are projections ONLY. Totals do not reflect actual usage. Repairs and materials shall be utilized on an as-needed basis. All material shall conform to the 2007 New Jersey Department of Transportation Standard Specifications for Road and Bridge, Electrical Specifications (EB) and be on the Pre-Approved Electrical Materials List (EE), or latest revision as applicable.

**The price bid for the following items shall be for providing the material only and the bid price shall be per unit:**

ITEM	TYPE	QUANTITY	UNIT PRICE	TOTAL PRICE
1. Controller	8 Phase	3		
2.	8 Phase w/cabinet	1		
3. Conflict Monitor		3		
4. Loop Detector Sensor	4 Channel	6		
5. Meter Cabinet	Type T	2		
6. Signal Heads	8"	10		
7.	12"	10		
8. Pedestrian Indication		10		
9. Signal Visors	8"	6		
10.	12"	6		
11. Manual Control Cable and Button		10		
12. Lamps	3M	25		
13.	Red LED	20		
14.	Yellow LED	20		
15.	Green LED	20		
16.	Y/G Bimodal LED	10		
17.	Pedestrian LED	20		
18. Traffic Signal Standards	Type T	4		
19.	Type K	2		
20.	Type S	1		
21. Transformer Base	Type T	4		
22.	Type K	2		
23. Pedestrian Assemblies		6		
24. Safety Chain w/bolt		6		
25. Pole Clamp Assembly		12		
26. Mid Mount Bracket		6		
27. Foundations	Type SFT	2		
28.	Type SFK	1		
29.	Type SPF	2		
30.	Type STF	1		
31. Junction Boxes	18" x 36"	5		
32.	17" x 30"	5		
33. Junction Box Cover	18" x 36"	2		
34. Mast Arms	Type 15M-1	2		
35.	Type 15M-2	2		
36.	Type 20M-1	2		
37.	Type 20M-2	2		
38.	Type 25K-1	1		
39.	Type 25K-2	1		
40. Load Switch		40		
41. Flasher		20		
42. Flash Transfer Relay		5		

ITEM	TYPE	QUANTITY	UNIT PRICE	TOTAL PRICE
43. Loop Detector		4000		
44. Cable	2/C	1000		
45.	5/C	1500		
46.	10/C	1500		
47. Service Wire	No. 6 AWG	500		
48. Conduit	1.5" RMC, Type CUG	150		
49.	2" RMC, Type CUG	150		
50.	3" RMC, Type CUG	150		
51.	3" RMC, Type CUR	300		
52. Traffic Signal Electrician	8:00AM to 4:30PM Mon-Fri (in MH)	500		
53.	4:30PM-8:00AM Mon-Fri on 24HR basis, Sat, Sun and holidays (in MH)	50		
54. Mobile Bucket Truck	Min. working height of 25'-truck only (in MH)	550		
55. Backhoe operator	(in HR)	50		
56. Hi Ranger	50'+ working height w/ operator (in HR)	50		
			<b>TOTAL</b>	

**TOWNSHIP OF PENNSAUKEN  
TRAFFIC SIGNAL EMERGENCY MAINTENANCE RECORD**

Purchase Order No. \_\_\_\_\_ Date \_\_\_\_\_  
 Location: \_\_\_\_\_  
 Trouble reported to you by: \_\_\_\_\_ Date and time: \_\_\_\_\_  
 State nature of trouble exactly as reported to you: \_\_\_\_\_

**1 WHAT YOU FOUND WHEN YOU ARRIVED AT THE INTERSECTION**

Indicate the nature of the trouble or damaged equipment: \_\_\_\_\_

Did you check the signal timing?  yes  no  
 Was the signal timing as per the directive in force?  yes  no

If "no," indicate below the timing which you found: \*

Location (Phase)	Green	Yellow	Red	All Red	Gr. Arrow	Arrow Clr.	Walk	Ped. Clr.

**OFFSET:** \_\_\_\_\_

**2 WHAT YOU DID AT THE INTERSECTION (Complete only if repairs or timing alterations were required)**

Indicate all equipment removed, repaired, replaced or installed: \_\_\_\_\_

Did you restore the timing to conform to the directive in force?  yes  no

If "no," indicate below the TEMPORARY timing which you installed: \*\*

Location (Phase)	Green	Yellow	Red	All Red	Gr. Arrow	Arrow Clr.	Walk	Ped. Clr.

**OFFSET:** \_\_\_\_\_

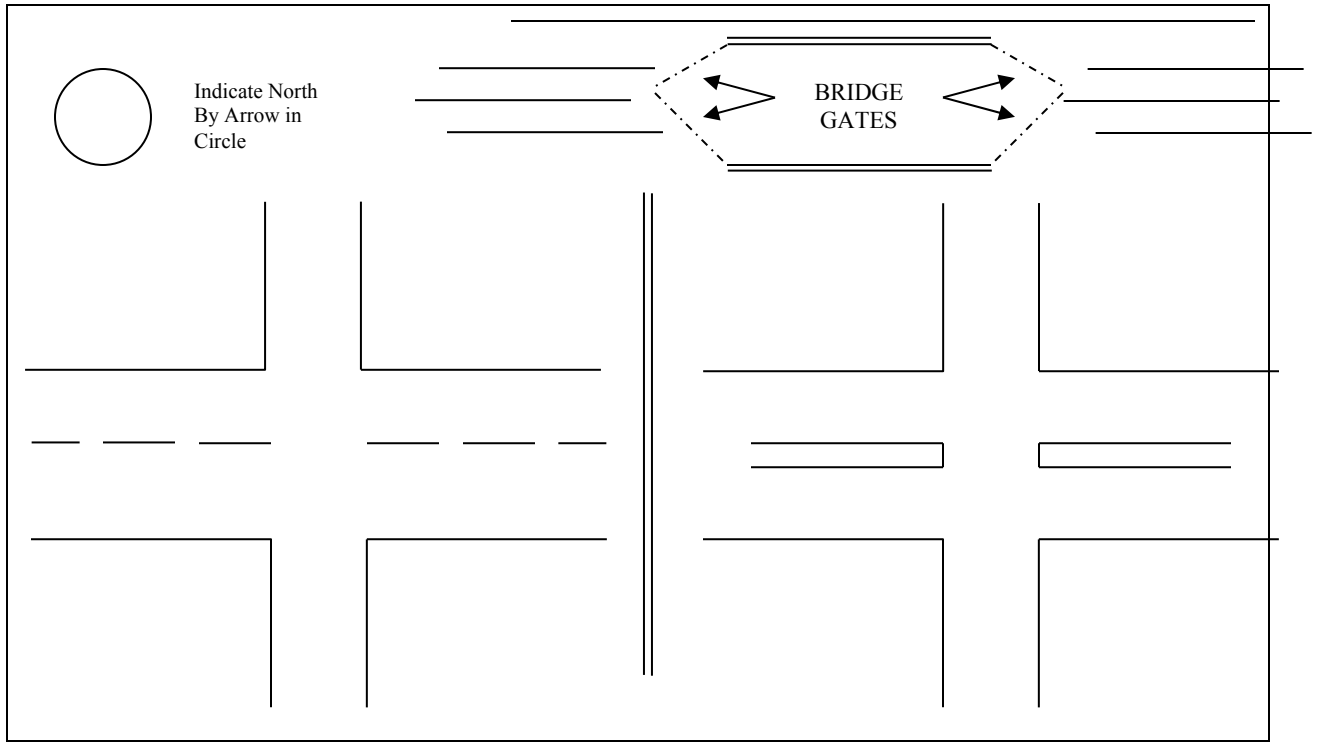
Temporary timing authorized by: \_\_\_\_\_ (Indicate supervisor's name, temporary timing directive number & date, or your name, whichever applies) or your name, whichever applies)

Arrival Time \_\_\_\_\_ Time Finished: \_\_\_\_\_

Your signature: \_\_\_\_\_ Reviewed & Approved by: \_\_\_\_\_

\* If it is more convenient to describe timing in words, do so on reverse.

Use the sketch below (or draw your own) to indicate the location of the trouble and/or damaged equipment:



**Your Sketch:**

Use this space for any additional information, which you believe, may be important and/or use for explanation of timing:

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