

# INVITATION TO BID

## Alloway Township

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Township Committee of Alloway for the **"2024 MAINTENANCE AND REPAIR PROGRAM"** in the Township of Alloway, County of Salem, opened and read in public at the Alloway Township Municipal Building, 49 South Greenwich Street, Alloway, NJ 08001 on Wednesday, May 15, 2024 @ 10:00 a.m. prevailing time. Late bids will NOT be considered.

Bids are being solicited for a contract which includes all work related to the surface treatment of various Township roads.

Specifications and forms of bids for the proposed work, prepared by the Township, are on file in the office of the Municipal Clerk at 49 South Greenwich Street, Alloway, NJ and may be inspected by prospective bidders during business hours Monday through Friday between the hours of 9:00 a.m. to 1:00 p.m. Bidders will be furnished with a copy of the Specifications by the Municipal Clerk on proper notice and prepayment of a \$10.00 nonrefundable fee for the cost of preparation. Specifications are also available on the Township website, [www.allowaytownship.com](http://www.allowaytownship.com). Prospective bidders who obtain specifications via the Township website MUST notify the Township Clerk in writing via the United States Postal Service or email at [clerk@allowaytownship.com](mailto:clerk@allowaytownship.com) that they have downloaded a bid packet in order to be notified of any addendum to the 2024 Maintenance and Repair Program, Project 2024-01. Bids must be made on standard Proposal Forms in the manner designated therein required by the Specifications. Each bid must be submitted in a sealed envelope with the name and address of the bidder clearly indicated on the outside of the outermost envelope and bearing the name of the project "2024 Maintenance And Repair Program-Project 2024-01" and addressed to the Township Committee of Alloway at P.O. Box 425, Alloway, NJ 08001-0425. Bid submissions must comply with P.L. 1977, Chapter 33 and submit a Stockholder Disclosure Statement as to Corporate Ownership, a Certified Check or Bid Bond for not less than ten percent (10%) of the amount bid, provided said check need not be more than \$20,000 nor shall not be less than \$500, a Certificate from a Surety Company as required pursuant to N.J.S.A. 40A:11-22, a listing of subcontractors as required by N.J.S.A. 40A:11-16, and, if applicable, bidder's acknowledgement of receipt of any notices(s) or revision(s) or addendum to an advertisement, specifications or bid document(s); all documents must be delivered at the place on or before the hour named above. The Proposal Form and Bid Document Submission Checklist will be provided with the Bid Specifications on application to the Township. The apparent lowest bidder must submit the supplemental documents specified on the Bid Document Submission Checklist prior to award of contract.

The Township Committee of the Township of Alloway reserves the right to reject any or all bids either in whole or in part and also to waive any informality in any bid or bids so received.

The award of the contract shall be made subject to the necessary monies to do the work being provided by the municipality in a lawful manner. The award shall further be subject to the securing of any necessary State, Federal or Local permits governing the work.

The Contractor is notified that he must comply with the Affirmative Action requirements, Chapter 127, Laws of 1975, and must submit an Affirmative Action plan approved by the State Treasurer before a contract may be awarded and proof of such plan to be submitted with bid, if required.

By Order of the Alloway Township Committee.

Brittany Vanaman  
Acting Municipal Clerk

**SPECIFICATIONS  
FOR THE  
TOWNSHIP OF ALLOWAY**

**2024  
MAINTENANCE & REPAIR PROGRAM  
SALEM COUNTY, NEW JERSEY**

# INSTRUCTIONS TO BIDDERS

The work performed under this contract shall comply with all requirements of the 2007 New Jersey State Highway Department Standard Specifications for Road and Bridge Construction, except as amended, modified or supplemented herein which specifications are made a part of these Specifications. The New Jersey State Highway Department Standard Construction Details shall govern except insofar as same are modified or changed in detail drawings prepared especially for this particular project.

Wherever alternates are called for to be bid upon in the proposal, the Contractor may submit a price on any or all types of material on which proposals are requested. The governing body may consider the prices as alternates and award contracts according to Chapter 2, Title 27 of the Revised Statutes.

The material and work herein designated to be supplied during the current season for road work prior to September 1, 2024, but work shall not commence before July 1, 2024.

In contracts awarded on the lump sum basis, the Total Price, as correctly determined from the estimated quantities listed in the Proposal and the prices per unit of measure bid respectively, therefore, will be considered to be the amount bid for the Project, and the correct Total Price will control in awarding the Contract as provided in these Specifications.

If the Contractor fails to begin work as specified, the governing body will take action and judge the Contractor in default of his Contract in accordance with the Standard Specifications.

The Contractor shall unload all materials promptly upon their arrival and transport them to the site of the work, and he shall be responsible for and shall pay any or all demurrage or other charges incurred by failure to unload materials within the time allotted therefore by the transportation companies. However, no seals shall be broken until they are examined and released by a representative of the Township Public Works Department.

If the Contractor fails or neglects to do any part of the work as specified or as directed by the Township Public Works Department, then in that case all other work shall be discontinued on notice from the Public Works Department to the Contractor or to the Superintendent or Foreman in charge of the work for the Contractor until such time as the work not approved has been done to the satisfaction of the Public Works Department, and the Contractor will not be entitled to nor allowed any compensation or extension of time for such discontinuance or suspension of work.

Should any difference arise between the contracting parties as to the meaning or intent of this Specification, the Public Works Department's decision is to be final and conclusive. The work is to be done according to the direction of the Public Works Department, and if any material of which they do not approve is brought upon the work, it is to be removed at the expense of the Contractor.

The Contractor shall conduct his work and so place the materials to be used as to cause as little obstruction as possible to the traveling public. All foot walks, gutters, inlets and portions of highway adjoining the roadway under construction shall not be obstructed more than is absolutely necessary. The method used in determining the quality or materials furnished will depend upon the character of said materials. Payment will be made for actual amount of materials delivered. Correct railroad and truck shipping weights may be used. The volume of materials purchased upon a gallon basis shall be the actual volume of said material at 60 degrees F.

The term "Public Works Department" shall be construed to apply to the Road Committee, the Engineer and/or the Superintendent of Public Works. All instructions as to construction details will be given or issued by the authorized representative of the Public Works Department.

The work contemplated by these Specifications may be undertaken on any road or street under the jurisdiction of the governing body. As a part of these Specifications there may be included a schedule of roads and quantities required on which this work is to be performed. The governing body reserves the right to change the schedule of roads and quantities by adding or eliminating streets and the unit prices shall prevail.

The Contractor shall furnish proof of compliance with a Drug and Alcohol Program for CDL drivers.

The quantities shown are approximate only, and the governing body reserves the right to increase or decrease them to the extent of twenty percent (20%) at the unit price bid.

The right is also reserved by the governing body to limit the work to the extent of the funds available.

If the governing body so desires, the proposal quantities may be increased beyond the percentage shown above by negotiation of supplemental agreements.

Such changes, however, shall be only upon written order of the Public Works Department.

## **MATERIALS**

All materials shall conform to the current New Jersey State Highway Department Standard Specifications for Road and Bridge Construction. All stone shall meet the size numbers per Table 901-1 and shall be washed stone with no more than 1% by weight passing the number 200 sieve.

The furnished stone shall be uniform in size. Elongated, shale-like, flat or similar shaped stone will not be accepted.

The Contractor must not apply any bituminous material unless a representative of the Township is present to measure the material and to make out the necessary bituminous application record.

### **MISCELLANEOUS ROAD MATERIALS**

The quantities of the various materials for which payment will be made, UNLESS OTHERWISE SPECIFIED, will be those actually received in accordance with the orders for said materials, and conforming to the specification requirements, provided, however, that no materials will be measured for payment when payments for them are provided under other scheduled items in the proposal.

Payment for the various materials will be made for the quantities as above determined, measured in the prescribed unit measures, at the prices bid for the various material items, respectively, in the proposal, which prices shall include the furnishing of the materials at the prescribed locations and times, and all other work on connection therewith and incidental thereto.

The Contractor will be required to furnish the Public Works Superintendent copies of all shipping bills or delivery slips, showing the volume of all loads of bituminous material used on this work. For the basis of payment the volume of bituminous material will be computed at 60 degrees F. on the basis of the quantity as shown by the bituminous application record.

### **INFORMATION FOR BIDDING**

All references to "State" shall be amended as follows: Commissioner, and/or Department shall mean the Township of Alloway; Engineer, shall mean the Alloway Township Engineer; State shall mean the Township of Alloway.

### **MAINTENANCE OF TRAFFIC**

**The Contractor shall erect temporary barricades and place property attired and trained flagmen at each end of the road or street being treated and also at all intersecting streets along the length of said road. Such barricades and watchmen shall remain in place until the cover material has been applied. This provision will be enforced!** The municipality reserves the right to refuse payment where traffic has traversed the oil or tar surface before the cover material has been applied.

## **COMMENCEMENT & PROCEDURE**

The Contractor shall begin work within ten days after the date of receipt of Notice to Proceed from the Public Works Superintendent. The work under this Contract comprises the performance and completion of the project, including the furnishing of all materials, equipment, transportation, labor and all else necessary therefore and incidental thereto in accordance with the Specifications.

## **PREPARATION OF SURFACE**

The existing surface shall be cleaned of all dirt and other foreign or loose matter immediately prior to the application of bituminous material. Where dirt remains that cannot be removed by the use of power brooms, the Contractor shall cause the matter to be scraped by hand shovel and then reswept until clean.

## **BITUMINOUS MATERIALS**

Each distributor truck is to be provided with movable spraying manifolds capable of spraying a width up to fifteen (15) feet. Each distributor truck shall have an experienced mechanic to operate the spraying manifolds in addition to the driver of the truck. Each truck shall be equipped with a tachometer.

No bituminous material shall be applied to any road or part of road when weather conditions render the road or part of road unfit for the applications and, when, such conditions exist, the Contractor shall discontinue and continue said application upon written notice from the Public Works Superintendent who shall determine said facts.

## **COVER MATERIALS**

The fine aggregate or broken stone shall be distributed by means of mechanical spreaders, approve the Public Works Superintendent, and at a rate directed by the Superintendent.

The cover material shall be applied in such a manner that neither the spreader wheels nor the truck carrying the material will pass upon the surface until the cover has been applied. Trucks supplying cover material shall be of single rear axle or double rear axle type and shall have a capacity of not more than seven (7) and sixteen (16) cubic yards respectively.

Final quantities shall be determined by the Public Works Superintendent, whose decision will be final.

## **BROKEN STONE**

Immediately after spreading the cover aggregate and hand brooming where required, the entire surface shall be rolled, beginning at the edges and progressing to the center. Initial rolling shall be done with steel-wheeled rollers or by pneumatic tire rollers followed by minimum of three complete coverages with the pneumatic tire roller.

When payment for broken stone is specified on a per ton basis, each truckload of material delivered from supplier to Contractors stockpile or piles shall be weighed by a certified weighmaster on certified scales approved by a State Department of Weights and Measures. The weighmaster shall furnish, to the truck driver, duplicate weighmaster slips showing the gross, tare and net weight. To each weighmaster slip his signature and official seal shall be affixed. Ten percent (10%) of all truck loads of material delivered to the job site shall be weighed. The specified truck loads shall be chosen at random after loading at the stockpile. One of these delivery slips shall be furnished to the Township representative on the project. No material will be accepted unless accompanied by such a delivery slip.

#### **MAINTAINING COVER MATERIAL ON ROADS**

Under the price bid for 5/16 broken stone, #7 broken stone and #8 broken stone, the Contractor shall each day inspect each road, street or portion thereof which has been treated, for a period of five (5) days after the application of cover and if any of the cover material has been thrown off by traffic or by weather conditions or any other cause, additional cover material shall be added immediately. If a surplus of cover material has been added, or has been caused to form piles or ruts, such excess material shall be spread over the road or removed, at the option of the Public Works Superintendent.

#### **OVERTIME INSPECTIONS**

The Contractor's attention is called to the fact that the work under the Contract is to be based on an eight (8) hour day and maximum forty (40) hours per week.

If the Township Inspector of the work under this Contract is required for more than eight (8) hours per day, forty (40) hours per week or on Saturdays, Sundays or Holidays, the Township will deduct from the final estimate the cost of Township Inspection at a rate of one and one-half regular charges for additional inspections.

#### **INTERFERENCE WITH EXISTING STRUCTURES OR UTILITIES**

In excavating or backfilling, care must be taken not to injure any gas, water, sewer, electric or telephone conduits or other pipes, conduits or structures. The locations for sewers will be made by the Public Works Superintendent and in locating he shall avoid interference with existing utilities as far as possible. Contractor shall, at his expense, sling, shore-up and secure and maintain a continuous flow in utilities and shall repair any damage done to them and shall keep them in repair until final acceptance of completed work, leaving them in as good condition as when uncovered. Where it is either necessary or advisable to relocate, the Contractor shall cooperate with the Public Works Superintendent and furnish, without cost to the Township, such labor and equipment as may be required. No payment will be made for delays to Contractor due

to interference with utilities. The Contractor shall, in advance of construction, obtain all available information as to location of existing underground utilities, services, etc., and will be held responsible for damage done by him to underground utilities.

**PROTECTION OF STREET SURFACES**

The Contractor shall carefully plank, bridge or otherwise protect all street surfaces, gutters, curbs and sidewalks before moving any heavy equipment, machinery, tractor or truck over the same. He will be held fully responsible for all damage of every kind which may be incurred by the various surfaces and the Contractor shall repair or rebuild the surfaces as specified for the various surfaces.

**RESTORATION OF RIGHTS-OF WAYS, ETC.**

Where work is performed along the rights-of-ways, etc., the same shall be restored to their original condition. Sod, topsoil, flowers and shrubbery, if any, shall be carefully removed and replaced, or, if damaged, shall be renewed. Trees shall be protected and suffer no damage. Utility poles shall be adequately braced in accordance with the utilities regulations.



## QUANTITY AND PAYMENT

### **PREPARATION OF EXISTING BITUMINOUS SURFACE**

Preparation of existing surface shall consist of sweeping the roadway, removing all weeds and broken pavement to width indicated elsewhere, herein. Payment for preparation of existing surface shall be made for the actual square yards prepared for bituminous retreatment.

### **SURFACE TREATMENT, BITUMINOUS MATERIALS**

Existing bituminous surface treated roadways shall be retreated with a liquid bituminous material at a rate of 0.45 gallons per square yard. The oil shall be CRS-2M as supplied by specifications. Bituminous material will be measured by the gallon based on the volume as determined by the temperature-volume correction factors in accordance with Subsection 904.06. Payment shall be at the price bid per gallon unit.

### **BROKEN STONE COVER MATERIAL**

Washed broken stone cover material shall be applied at 25 lbs per square yard as specified, to be retreated immediately after application of liquid bituminous materials.

Payment shall be made for the actual tons of material used. The cost of furnishing, spreading and rolling of broken stone cover material shall be included in this item listed in the proposal.

**SPECIFICATIONS FOR CRS-2M:**

The emulsified asphalt shall be homogeneous and shall conform to the following requirements.

TESTS	MINIMUM	MAXIMUM
Viscosity, SSF @ 122° F	100	400
Storage Stability Test – 24 hour (%)		1.0
Classification Test	Pass	
Particle Charge Test	Positive	
Sieve Test, 20 mesh (%)		0.3
Distillation: Oil distilled by vol. of emulsion	65	3
Tests on Residue from Distillation: Penetration, 77° F, 100 g., 5 sec.	100	250
Ductility, 39.2°F, 5cm/minute, cm	30	
Ash (d), %		1
Softening Point, Ring & Ball, °F, (AASHTO 53-84)	100	
Elastic Recovery (e), %	58	

(a) Base asphalt shall be modified prior to the emulsification/milling process using SB/SBS block co-polymer. Injection or commingling of SBR natural latex or the like prior to or during the milling process is not permitted. Modifiers shall not be post-added to the finished emulsion.

(b) Samples of the pre-modified base AC, raw polymer, and finished CRS-2M emulsion shall be submitted to the Township Public Works Department for testing/inspection seven days prior to commencement of work.

(c) AASHTO T 59 modified to maintain a 350° F +/- 10°F maximum temperature for 15 minutes.

(d) AASHTO T111-83, Ash in Bituminous Material.

(e) Elastic recovery: Condition the ductilometer and samples to be treated at 50° F. Prepare the brass plate, mold and briquette specimen in accordance with AASHTO T 51. The molds shall be of the non-tapered type used for Force Ductility Testing. Keep the specimen at the specified test temperature of 50°F for 85-90 minutes. Immediately after conditioning, place the specimen in the ductilometer and proceed to elongate the sample to 20 cm at a rate of pull of 5 cm/min. After the 20 cm elongation has been reached, stop the ductilometer and hold the sample in its elongated position for 5 minutes. After 5 minutes, clip the sample approximately in half by means of scissors or other suitable cutting device. Let the sample remain in the ductilometer in an undisturbed condition for one hour. At the end of this time period, retract half sample specimen until the two broken ends touch. At this point note the elongation (E) in cm. Calculate the percent recovery by the following formula:

$$\% \text{ recovery} = \frac{20 - E}{20} * 100$$

(f) Samples of emulsified asphalt shall be taken in accordance with AASHTO T 40-78 (1986). Emulsified asphalt shall be tested in accordance with AASHTO T 59-86 except as otherwise noted. Inspection of a CRS-2M emulsion sample 24 hours after taking the sample shall not show any polymer separation, which is detected by the appearance of a milky/creamy layer forming on the surface of the sample.

(g) The specific gravity of the emulsified asphalt shall be reported for each shipment. In addition, the supplier shall provide written certification that each load meets the above requirements.

(h) Material that does not fully comply with these specifications will be rejected.

## **MATERIALS TESTING & CERTIFICATION**

The Owner shall secure an independent Testing Laboratory to test any/or all materials incorporated in the project for any of the pay items designated in the schedule of quantities.

The Testing Laboratory shall be a privately owned facility capable of testing and evaluating component parts, or the whole, for certification of the composition or construction of the material or product. The Testing Laboratory shall furnish to the Municipality three (3) Certified Copies of all tests performed for the various items of construction. Securing of samples from the project shall be under the direct supervision of the Public Works Superintendent or his representative.

All testing and certifications, including methods and rate of sampling, shall be in strict accordance with the 2007 NJ DOT Specifications as supplemented or amended by the specifications for this particular project.

Two (2) samples at the point of delivery shall be obtained from each load, one (1) sample to be tested for compliance with specifications; and one (1) sample to be used as a backup or reference sample. All sampling should be taken in accordance with AASHTO T-40, sampling bituminous materials.

All costs related to material testing shall be borne solely by the Owner. Should the bituminous oil fail any of the tests, then the remedy to be performed, at the sole expense of the Contractor, will be the complete retreatment of oil and stone cover at the original contract specified rates. There will be no additional payment to the Contractor for any retreatment and all expenses related to additional testing or inspection, or contract administration incurred by the Municipality shall also be borne solely by the Contractor and will be deducted from any monies due the Contractor.

## 7:27-16.1 Definitions

The following words and terms, when used in this subchapter, have the following meanings, unless the context clearly indicates otherwise.

**"Air contaminant"** means any substance, other than water or the distillates of air, present in the atmosphere as solid particles, liquid particles, vapors or gases.

**"Asphalt"** means a solid, semisolid, or liquid material, produced by mixing bituminous substances together with gravel, crushed rock or similar materials, and used commonly as a coating or paving.

**"Batch"** means the material retained in a batch operation, measured at any instant prior to, during, or at the completion of the conversion.

**"Batch cycle emission rate"** means the total emissions of air contaminants per batch divided by the batch cycle time in hours.

**"Batch cycle time"** means the total elapsed time per batch in any single manufacturing process vessel, including all phases of the operation during which the vessel contains process materials, excluding time waiting for removal from the vessel.

**"Batch mix asphalt plant"** means an asphalt plant where the aggregate and asphalt cement or other binders are mixed in equipment other than a rotary dryer.

**"Batch operation"** means a type of manufacturing process in which fixed amounts of one or more process materials are introduced into a manufacturing process vessel where they are retained for a prescribed amount of time during which they are converted. Starting materials for a batch are not introduced into the vessel until the previous batch has been removed.

**"Conservation vent"** means any valve designed and used to reduce evaporation losses of any VOC by limiting the amount of air admitted to, or vapors released from, the vapor space of a closed storage vessel.

**"Control apparatus"** means any device which prevents or controls the emission of any air contaminant directly or indirectly into the outdoor atmosphere.

**"Conveyorized surface cleaner"** means a surface cleaner through which the parts to be cleaned are This is a courtesy copy of this rule. All of the Department's rules are compiled in Title 7 of the New Jersey Administrative Code. 11

**"Cutback asphalt"** means any paving asphalt which has been liquefied by blending with petroleum solvents, or produced directly from the distillation of petroleum having vaporization properties similar to the blended and liquefied asphalt.

**"Delivery vessel"** means any vehicle designed and constructed or converted to be capable of transporting liquid VOC cargo such as gasoline or fuel oil. This term includes, but is not limited to, tank trucks, tank trailers, railroad tank cars, and marine tank vessels.

**"Development"** means investigations in a laboratory or pilot plant directed toward the structuring or establishment of methods of manufacture or of specific designs of salable substances, devices or procedures, based upon previously discovered facts, scientific principles or substances. Development shall not include production for sale of established products through established processes; nor shall it include production in plant, works or semi-works equipment for distribution through market-testing channels.

**"Dilution gas"** means air or gas from any source whatsoever added to the source gas emitted from a source operation.

**"Equipment"** means any device capable of causing the emission of an air contaminant either directly or indirectly to the outdoor atmosphere, and any stack or chimney, conduit, flue, duct, vent or similar device connected or attached to, or serving the equipment. This term includes, but is not limited to, a device in which the preponderance of the air contaminants emitted is caused by a manufacturing process.

**7:27-16.22 Emission information, recordkeeping and testing**

(a) Any person subject to any record keeping provision of this subchapter shall maintain the required records for a period of no less than five years and shall make those records available upon request of the Department or the EPA, or any duly authorized representative of the Department or the EPA.

(b) Any person who owns or operates a source operation subject to any record keeping requirement set forth in this subchapter may submit a request in writing to the Department for approval to maintain records other than those specified at N.J.A.C. 7:27-16.2(s), 16.3(s), 16.4(o), 16.5(j), 16.6(l), 16.7(m) and (n), 16.13(c), 16.16(g), 16.18(j), 16.20(g) or 16.21(c). The Department and EPA may approve any such request if the person demonstrates to the satisfaction of the Department and EPA that the alternate records to be maintained are at least as effective in documenting that the source operation is operating in compliance with the applicable requirements.

(c) Any person responsible for the emission of VOC shall, upon request of the Department, the EPA, or any duly authorized representative of the Department or the EPA, provide information relating to the location, rate, duration, composition, and properties of the effluent and such other information as the Department may prescribe.

(d) Any person responsible for the emission of VOC shall, upon request of the Department, the EPA, or any duly authorized representative of the Department or the EPA, provide facilities and necessary equipment for determining the quantity and identity of any VOC emitted into the outdoor atmosphere and shall conduct such testing using N.J.A.C 7:27B-3 or another method approved by the Department and the EPA. Test data shall be recorded in a permanent log at such time intervals as specified by the Department and shall be maintained for a period of not less than two years and shall be available for review by the Department, the EPA, or any duly authorized representative of the Department or the EPA.

(e) Any person responsible for the emission of VOC shall, upon request of the Department, provide sampling facilities and testing facilities exclusive of instrumentation and sensing devices as may be necessary for the Department to determine the nature and quantity of the VOC being emitted into the outdoor atmosphere. During such testing by the Department, the equipment and all components connected, or attached to, or serving the equipment shall be used and operated under normal routine operating conditions or under such other conditions as may be requested by the Department. The facilities may be either permanent or temporary, at the discretion of the person responsible for their provision, and shall conform to all applicable laws and regulations concerning safe construction and safe practice.

(f) All testing and monitoring pursuant to the provisions of this subchapter shall be conducted using N.J.A.C. 7:27B-3 or another method approved in advance by the Department and acceptable to EPA.

(g) Hourly emission limits apply to any consecutive 60 minute period, and testing performed to verify compliance shall be based on a 60 minute period during which the equipment or control apparatus is used and operated under conditions acceptable to the Department and consistent with the operational parameters and limits set forth in any permit or certificate in effect. If circumstances require that test periods be less than, or more than 60 minutes (such as when an operational duration is less than 60 minutes or when detectability limits are approached for low concentration gas streams), the Department may require different test periods in its review and approval of test protocols.

(h) (Reserved)

(i) Any person who reports information to the Department pursuant to the requirements set forth at N.J.A.C. 7:27-16.2(s), 16.3(s), 16.7(m) and (n), 16.16(g), or 16.20(g) may assert a confidentiality claim for that information in accordance with the procedures set forth at N.J.A.C. 7:27-1.6 through 1.30.

## Chapter 131: CUTBACK ASPHALT AND EMULSIFIED ASPHALT

**SUMMARY:** This regulation establishes requirements for the storage, use and application of cutback and emulsified asphalts.

**1. Scope.** This regulation applies statewide.

### 2. Definitions

**A. Asphalt.** "Asphalt" means a dark-brown to black solid, liquid or semisolid cementitious material composed primarily of bitumens that occur naturally or are obtained as a residue of petroleum refining.

**B. Cutback Asphalt.** "Cutback asphalt" means asphalt that has been liquefied by blending with a diluent of petroleum solvents or any other diluent that contains VOC.

**C. Emulsified asphalt.** "Emulsified asphalt" means an emulsion of asphalt and water that contains a small amount of an emulsifying agent; it is a heterogeneous system containing two normally immiscible phases (asphalt and water) in which the water forms the continuous phase of the emulsion, and minute globules of asphalt form the discontinuous phase.

### 3. Standards

**A.** On or after May 1, 2010, no person shall use or apply, during the period May 1 through September 15, cutback asphalt or emulsified asphalt, unless:

(a) The asphalt contains no greater than 0.1 percent VOC by weight; or

(b) The asphalt produces no greater than 6.0 milliliters of oil distillate, in accordance with ASTM Method D244, Standard Test Methods and Practices for Emulsified Asphalts, or AASHTO T59, Standard Method of Test for Testing Emulsified Asphalts, or ASTM Method D402, Standard Test Method For Distillation of Cutback Asphaltic Products, or AASHTO T78, Standard Method of Test for Cutback Asphaltic Products, all as incorporated herein by reference. ASTM Method D244 and D402 are available from the American Society for Testing and Materials (ASTM), 100 Barr Harbor Drive, Post Office Box C700, West Conshohocken, Pennsylvania 19428-2959, or from its website [www.astm.org](http://www.astm.org). AASHTO T59 and T78 are available from the American Association of State Highway and Transportation Officials (AASHTO), 444 North Capitol Street N.W., Suite 249, Washington, DC 20001, or from its website [www.transportation.org.2](http://www.transportation.org.2)

**4. Recordkeeping.** The owner or operator of any facility subject to this regulation shall maintain records of the manufacture, mixing, storage, use or application of any asphalt containing volatile organic compounds (VOC) during the period May 1 through September 15. These records shall be available for inspection during normal business hours and copies shall be provided to the Department and/or E.P.A. upon request. All records must be maintained at the company's main headquarters for a period of 6 years.

AUTHORITY: 38 M.R.S.A., Section 585-A

EFFECTIVE DATE: February 10, 1993

AMENDED: September 15, 2009, filing 2009

## **WAGE RATES & LABOR STANDARDS**

The State of New Jersey, pursuant to the Prevailing Wage Act, Chapter 150, Laws of 1963, publishes a prevailing wage rate determination.

Contractors are responsible for making sure that their payrolls conform to the latest applicable New Jersey Prevailing Wage determinations.

Copies of said Prevailing Wage Rates are available upon application to the Township.

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



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

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with 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, and labor unions, that it does not discriminate on the basis of age, race, 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 targeted 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, race, 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 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

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: \_\_\_\_\_

## APPENDIX A

### AMERICANS WITH DISABILITIES ACT OF 1990

#### Equal Opportunity for Individuals with Disability

The Contractor and the Township of Pilesgrove (hereinafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the 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 representative.

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 contract. 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 Contract, 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 Contract or otherwise at law 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 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

## EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The Bidder owns or controls all the necessary equipment required to accomplish the work described in the specifications.

Name of Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

Printed Name of Signatory: \_\_\_\_\_

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

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

**ALLOWAY TOWNSHIP**

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM**

The undersigned Bidder hereby acknowledges receipt of the following Addenda for 2024 Maintenance & Repair Program, Project 24-01.

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

No addenda received

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

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

Name: \_\_\_\_\_  
Print or type

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

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

**PROPOSAL FOR 2024 MAINTENANCE & REPAIR PROGRAM  
ALLOWAY TOWNSHIP  
PROJECT NO. 2024-01**

Accompanying this Proposal is a bid bond/certified check in the sum of

(circle one)

\_\_\_\_\_ (%)    \$ \_\_\_\_\_

payable to the order of the Municipal Treasurer which the undersigned agrees is to be forfeited as liquidated damages, and not a penalty, if the contract is awarded to the undersigned and the undersigned shall fail to execute the contract for the project or furnish both the Performance Bond and Payment bond and Payment Bond required within the stipulated time. Otherwise, said bid bond/certified check is to be returned to the undersigned.

The undersigned is a corporation under the laws of the State of \_\_\_\_\_

Having principal offices at \_\_\_\_\_

\_\_\_\_\_

Signed \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**2024 MAINTENANCE AND REPAIR PROGRAM  
ALLOWAY TOWNSHIP  
PROJECT NO. 2024-01  
PAGE 1 of 1**

**BASE BID**

Road Name	Length Miles	Length Feet	Avg. Area Width	Area Sq. Yds.	Type Bit. Mat'l.	Rate	Est. Gallons	Kind Cover Mat'l.	Lbs per Sq. Yd.	Est. Total Tons
Spillway Dr.	0.49	2585	21	6031	CRS-2m Oil	0.45	2714	#8 broken washed stone		76
Paradise Rd	0.39	2050	21	4783	CRS-2m Oil	0.45	2152	#8 broken washed stone		60
Sims Dr.	0.28	1450	15	2416	CRS-2m Oil	0.45	1087	#8 broken washed stone		30
Heard Ave	0.19	1000	17	1888	CRS-2m Oil	0.45	850	#8 broken washed stone		24
Thomas Rd	1.7	7350 1500	21 17	19983	CRS-2m Oil	0.45	9000	#8 broken washed stone		250
Fuller Lane	0.27	1400	16	2488	CRS-2m Oil	0.45	1200	#8 broken washed stone		31
Beals Mill Rd	0.30	1600	24	4266	CRS-2m Oil	0.45	1920	#8 broken washed stone		53
<b>Total</b>	<b>3.62</b>	<b>18,935</b>	<b>152</b>	<b>41,855</b>			<b>18,923</b>			<b>524</b>

**PROPOSAL FOR 2024 MAINTENANCE AND REPAIR PROGRAM  
PROJECT 2024-01  
VARIOUS ROADS – ALLOWAY TOWNSHIP**

**SCHEDULE OF QUANTITIES AND PRICES  
BASE BID**

**Roads: Spillway Drive; Paradise Road; Sims Drive; Heard Avenue; Thomas Road; Fuller Lane, Beals Mill Road**

Item No.	Quantity	Unit	Description of Materials	Unit Prices	Amount
1	41,855	SY	Surface Preparation	\$	\$
2.	18,935	GALLONS	CRS-2M Oil	\$	\$
3	524	TONS	#8 broken washed stone	\$	\$
<b>TOTAL BASE BID:</b>					<b>\$</b>

---

---

---

---

(Written in Words)

Company Name \_\_\_\_\_

Address \_\_\_\_\_

  

Signature of Authorized Agent \_\_\_\_\_ Printed Name \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_



**BID DOCUMENT SUBMISSION CHECKLIST  
ALLOWAY TOWNSHIP**

2024 Maintenance & Repair Program

Project 2024-01

A. Failure to submit the following documents is a mandatory cause for the bid to be rejected.  
(N.J.S.A. 40A:11-23.2)

Required with  
Submission of Bid  
(Owner's checkmark)

Initial each item  
Submitted with Bid  
(Bidder's initials)

- A bid guarantee as required by N.J.S.A. 40A:11-21
- A certificate from a surety company, pursuant to N.J.S.A. 40A:11-22
- A statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2
- A listing of subcontractors as required by N.J.S.A. 40A:11-16
- If applicable, bidder's acknowledgement of receipt of any notice(s) or revision(s) or addendum to an advertisement, specifications or bid document(s)

B. Submission of items marked with "X" is required prior to award of contract.  
(N.J.S.A. 40A:11-23.1b)

Required prior to  
Award of Contract  
(Township's checkmarks)

Initial each item  
Submitted  
(Bidder's initials)

Required prior to  
Award of Contract  
(Township's checkmarks)

Initial each item  
Submitted  
(Bidder's initials)

<p>X <u>Copy of proof of Business Registration for contractor and Subcontractor</u></p>	<p>X <u>Consent of surety as to maintenance bond as required by N.J.S.A. 40A:11-16.3b</u></p>
<p>X <u>Mandatory Affirmative Action Certification</u></p>	<p>X <u>Copy of proof of Registered New Jersey Public Works Contractor</u></p>
<p>X <u>Acknowledgment by Contractor that prevailing wages must be paid</u></p>	<p><u>A certified Financial Statement has been provided</u></p>
<p><u>Consent of Surety as to a Labor and Material Payment Bond</u></p>	<p>X <u>Submission of a Non-Collusion Affidavit (this form must be Notarized)</u></p>
<p>X <u>Certification of Bidder showing that bidder owns, leases or controls any necessary equipment</u></p>	<p><u>Statement of compliance with N.J.S.A. 45:14c-2(b) (Licensed Master Plumber)</u></p>
<p>X <u>Evidence of in force insurance for the life of the contract: Workers Compensation 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.0 12:235-1.6 General liability insurance with limits of not less than \$500,000 any one person and \$1,000,000 any one accident for bodily injury and \$1,000,000 aggregate for property damage. Automobile liability insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000 Combined Single Limit (each accident).</u></p>	

C. SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements:

Name of Bidder: \_\_\_\_\_

By Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

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