

SPECIFICATIONS FOR  
MODEL YEAR 2011 CATERPILLAR D3K LGP  
TRACK-TYPE TRACTOR OR EQUAL  
FOR THE TOWNSHIP OF GLOUCESTER  
COUNTY OF CAMDEN



MAYOR



DEPARTMENT HEAD



BUSINESS ADMINISTRATOR



SOLICITOR

BID OPENING DATE: May 11, 2011 @ 10:00 am

SPECIFICATIONS # P.W.: 11-2

TOWNSHIP OF GLOUCESTER

COUNTY OF CAMDEN

**NOTICE TO BIDDERS**

**NOTICE** is hereby given that sealed proposals for the:

MODEL YEAR 2011 CATERPILLAR D3K LGP TRACK-TYPE TRACTOR OR EQUAL

BID SPECIFICATION NUMBER PW 11-2

will be received not later than 10:00 am prevailing time on May 11, 2011  
at the Municipal Building, 1261 Chews Landing Road, Laurel Springs, New Jersey 08021

PROPOSALS must be addressed to the Township Clerk, P.O. Box 8, Blackwood, New Jersey 08012 and will be opened and read publicly at the time and date, and should be in sealed envelopes marked:

MODEL YEAR 2011 CATERPILLAR D3K LGP TRACK-TYPE TRACTOR OR EQUAL  
DO NOT OPEN UNTIL May 11, 2011 at 10:00 AM.

PROPOSAL forms, instructions to bidders, specifications and other bidding documents may be examined or obtained at the office of the Township Clerk during normal office hours at the above address.

The Township Council reserves the right to reject any or all proposals in whole or in part, and to waive such informalities as may be permitted by law.

BIDDERS are required to comply with the requirement of P.L. 1975, Chapter 127, and P.L. 1977, Chapter 33.

INFORMATION on Affirmative Action Program requirements is available at the Office of the Township Clerk.

Rosemary DiJosie  
Township Clerk

BID PROPOSAL FORM

\_\_\_\_\_  
(Contract Title and Bid Number, if applicable)

\_\_\_\_\_  
(Description of goods/services being bid)

The undersigned proposes to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof:

\_\_\_\_\_  
Amount in words

\$ \_\_\_\_\_

\_\_\_\_\_  
Amount in numbers

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

\_\_\_\_\_  
Federal I.D. # or Social Security #

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

PROPOSAL FORM/SIGNATURE PAGES

To: Township Council  
Gloucester Township  
1261 Chews Landing Road  
Laurel Springs, NJ 08021

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

Council:

This proposal is submitted in accordance with your advertisement inviting proposals to be received for the project identified as: \_\_\_\_\_

Having carefully examined the "Advertisement for Bids:, Bidding Instruction", General Clauses", "Plans", etc. hereinafter, bulletins applying thereto, and being familiar with the various conditions affecting the work, the undersigned hereby agrees to furnish all materials, perform all labor, and all else necessary to complete the work in strict accordance with the specifications for prices as follows:

In case this proposal is accepted, the undersigned is hereby bound to enter into contract within ten(10) days after receipt of notice of acceptance for above mentioned work, in accordance with such specifications.

Subscribed and Sworn  
before me this \_\_\_ day  
of \_\_\_\_\_, 2\_\_\_\_\_

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

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

\_\_\_\_\_  
Signature

My commission expires \_\_\_\_\_

(Seal)

## INSTRUCTIONS TO BIDDERS

### NO DEPOSIT OR FEE IS REQUIRED FOR SPECIFICATIONS

#### QUALIFICATIONS OF BIDDERS

All bidders must be prepared to present suitable evidence of their financial standing and to furnish a list of similar work recently completed.

No verbal instructions or information to bidders will be binding. The specifications will be considered as clear and complete unless written attention is called to any discrepancies or incompleteness before the opening of bids. Should any written inquiries be received by the Business Administrator, these inquiries will be answered in the form of bulletins and issued to all bidders. These bulletins shall be considered a part of these specifications.

Bids will be considered as conclusive evidence of complete examination of specifications and samples. It is understood that parties making bids accept all the terms and conditions expressed and contained in the specifications attached to the proposal submitted.

A proposal Form/Signature Page is provided in these specifications. This form must be used in submitting a proposal and all pages of the form must be completely filled out and signed by the bidder.

#### PRESENTATION OF BIDS

Each bid must be enclosed in a sealed envelope and clearly marked on the outside: "BID PROPOSAL \_\_\_\_\_" (see advertisement, page 1), and delivered to the Office of the Township Clerk, 1261 Chews Landing Rd., Laurel Springs, New Jersey 08021.

#### WITHDRAWALS

No proposal may be withdrawn later than 4:30 p.m. prevailing time on the day of the opening of the bids. No modifications or explanations of any bid will be allowed after the same is sealed and delivered to the Township Clerk. The proposals will be opened and read publicly by the Township Council.

The Township Council reserves the right to reject any or all bids or parts thereof as deemed to be in the best interest of the Township and to waive any immaterial informalities as may be permitted by law.

#### FORM OF CONTRACT

The successful bidder will be required to execute a written contract with the Township Council within ten(10) days after notice of the acceptance of their proposal.

### BID BOND

Each bid shall be accompanied by a certified check, cashier's check or bid bond duly executed by the bidder as the principal and having as surety thereon a surety company approved by the Township of Gloucester in the amount not less than ten percent (10%), but in no case in excess of \$20,000.00 or the amount of bid. Any such bid bond shall be without endorsement or conditions. Bid shall also be accompanied with a certificate letter from a surety company stating that it will provide the bidder with the completion bond.

### SURETY BOND

The successful bidder will be required to furnish a surety bond in the amount of one hundred percent (100%) of the contract price, the condition of which shall be in the full and complete execution and performance of each and all of the terms contained in the contract, proposal, specifications and instructions to bidders. The bond shall meet all requirements of the Township Council.

NOTE: Surety bond is automatically required when the contract price exceeds nine hundred ninety nine dollars and ninety nine cents, (\$999.99); when the contract price is under \$999.99, surety bond may be required by the Township Council if they deem it necessary and in the best interest of the Township.

Entire cost of bond(s) shall be paid for by the individuals, firms, or corporations with whom the contract(s) are entered into for the execution of any other purchases, or the furnishing or hiring of any materials or supplies.

WE ARE WAIVING  
THE REQUIREMENT FOR A  
SURETY BOND  
NOT THE BID BOND  
WHICH IS LOCATED ON

PAGE 7

CONSENT OF SURETY

A performance bond will be required from the successful contractor on this project, and consequent, all bidders shall, with their bid, a certificate in substantially the following form:

TO: \_\_\_\_\_  
(Owner)

RE: \_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Project Description)

This is to certify that the

\_\_\_\_\_  
(Surety Company)

will provide to \_\_\_\_\_ a performance bond  
(Owner)

in the full amount of awarded contract in the event that said contractor is awarded a contract for the above project.

\_\_\_\_\_  
(CONTRACTOR)

\_\_\_\_\_  
(Authorized Agent of Surety Company)

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

**CERTIFICATE OF SURETY MUST BE SIGNED BY AN AUTHORISED AGENT  
OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE  
INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.**

## SPECIFICATIONS

These specifications are intended to cover the furnishing of all materials and the performance of all work that may be required or necessary for the complete compliance of the contract and the contractor will be required to do all things. Where plans, drawings or schematics accompany certain sections of the specifications, these shall be considered as a part of these specifications.

## INTERPRETATIONS OF SPECIFICATIONS

Should the contractor discover discrepancies in the specifications, the matter shall be immediately brought to the attention of the Township of Gloucester and the discrepancies corrected by written agreement before proceeding further.

All explanation, interpretations and instructions required under these specifications will be given by the Township upon written request from bidders.

Equipment to be furnished (if applicable) shall be new, first-class, or as specifically stipulated in the detailed specifications and shall meet with the approval of the Township Council or their designated representative.

All equipment if applicable, shall conform to the requirements of these specifications and any equipment rejected by the Council as not complying with these specifications shall be immediately removed and replaced with acceptable equipment.

## EXTRA WORK

No extras or additional work will be allowed or paid for unless such extras or additional work is ordered in writing by the Township and the price fixed and agreed before such work is performed.

## ADDITIONS OR DEDUCTIONS

The Council of the Township of Gloucester shall have the right, without invalidating the contract, to make additions to or deductions from the work covered by these specifications and in case such deductions in cost shall be made between the Council and the contractor, but must be agreed to in writing.

## PROTECTION BY CONTRACTOR

The contractor agrees to indemnify and save harmless the Township and their representatives from all suits or actions of every nature and description brought against them or either of them, or on account of the use of patented or copyrighted material, appliances, products, or processes, with legal protection. The contractor shall not transfer or sublet any portion of the work covered by these specifications without written consent of the Township.

## GENERAL CLAUSE

### PROPOSAL FORMS

As noted under "instructions to bidders", attached to these specifications is a "Proposal Form/Signature Form", which must be completely filled out and signed by each bidder.

As these Instructions to Bidders, Specifications, Form of Proposal, Signature Page, General and Special Clauses, etc. all refer to each other and together constitute a whole legal binding agreement and must be returned together as when delivered to bidder.

**NO BID WILL BE ACCEPTED UNLESS SUBMITTED ON THE FORMS FURNISHED HEREIN**

All bids must be sealed, marked and delivered in accordance with the instructions in paragraph 5, and 6. Bids will be opened and read publicly by the Business Administrator at the time and day specified in the Advertisement for Bids. Reading of the bids will take place at the Municipal Building, 1261 Chews Landing Road, Laurel Springs, NJ 08021.

### DELIVERY

In general, deliveries shall be at such time and place as may be fixed by Council and shall not be made except upon definite instructions. See "Specifications" for delivery required under these present specifications.

### DISPOSAL OF MATERIALS, SUPPLIED ETC...NOT APPROVED.

Bidders shall understand that when materials, supplies, etc. have been delivered to the job which do not comply with the specifications and have not been approved, they shall be immediately removed upon notification to the contractor and replaced with material, supplied, etc., in full accordance with the specifications.

### PAYMENTS

Payments shall be made to the contractor within sixty(60) days of receipt of invoice, after inspection and acceptance of the material and/or work and approval of the invoice by the Township Council unless otherwise stipulated by the Township in the form of a contract.

### NUMBER OF WORKING DAYS

The contract shall contain the date which the work shall be completed or shall specify the number of working days to be allowed for its completion and/or delivery of materials equipment and supplies.

### EXEMPTION FROM FEDERAL EXCISE AND NEW JERSEY SALES TAX

The Township of Gloucester is exempt from Federal Excise Taxes and the New Jersey Sales Tax. Net prices as shown in the proposal shall exclude said Federal and State Tax amounts.

NOTE: This provision shall not apply to construction, repair and/or maintenance contracts where bidder purchases supplies, materials, and/or equipment and includes costs thereof in computation of his bid or proposal.

### NEW JERSEY PREVAILING WAGE ACT

All work on this project shall comply with the requirements under the 1963 Revised Statutes of New Jersey Chapter 150, "Prevailing Rate of Wages on Public Contracts".

Current applicable Wage Rate Determination of the State of the New Jersey Department of Labor shall become part of the contract.

### DOMESTIC PRODUCTS

Only manufactured products of the United States, wherever available, shall be used in connection with this undertaking, pursuant to 40A:11-18 of the Revised Statutes of the State of New Jersey.

### PUBLIC DISCLOSURE

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, County, Municipal, or School District contract for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said Corporation or Partnership there is submitted a statement. The statement shall set forth the names and addresses of all stockholders in the Corporation or Partnership who own ten percent (10%) or more if its stock or any class, or of all individual partners in the Partnership who owns a ten percent(10%) or greater interest therein.

FAILURE TO SUPPLY THIS INFORMATION WITH "FORM OF PROPOSAL" WILL BE CAUSE TO REJECT THE BID

Full firm name of Bidder \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

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 requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notifications 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

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contraction 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 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.

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

SIGNATURE \_\_\_\_\_

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

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

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

## SUPPLEMENT TO BID SPECIFICATIONS

### NON-DISCRIMINATION

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

1. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicants for employment because of age, race, creed, color, national origin, ancestry, marital status, or sex. 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 or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Public Agency Equal Employment Opportunity Officer setting forth provisions of the non-discrimination clause.
2. 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 or sex.
3. The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has collective bargaining agreement or other contract or understanding a notice, to be provided by the Public Agency Equal Employment Opportunity Officer advising the labor union or workers representative of the contractor's commitments under this act and shall post copies of the notice in a conspicuous place available to employees and applicants for employment.
4. The contractor or subcontractor, where applicable agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L., c.127, as amended and supplemented from time-to-time.
5. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127 as amended and supplemented from time-to-time or in accordance with a binding determination of applicable county employment goals, determined by the Affirmative Action Office pursuant to section 5.2 of the regulations promulgated by Treasurer pursuant to P.L. 1975, c, 127 as amended and supplemented from time-to-time.

6. The contractor or subcontractor agrees to inform in writing all recruitment agencies, including 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, or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
7. 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 and by application Federal Law and applicable Federal Court decisions.
8. 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 or sex and conform with the applicable employment goals consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal Law and applicable Federal Court decisions.

Provisions 4, 5, 6, 7, or 8 not required for subcontractors with (4) or fewer employees or a contractor who has presented evidence of a Federally approved or sanctioned Affirmative Action Program

Submitted By:

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

AFFIDAVIT FOR AFFIRMATIVE ACTION

(This Affidavit is part of the Proposal)

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

being duly sworn, deposes and says that he/she resides at:

\_\_\_\_\_  
\_\_\_\_\_

and that he/she is the \_\_\_\_\_ of \_\_\_\_\_  
who signed the foregoing Proposal of Bids, that during the course of this contract, he/she will agree  
to the Plan for Affirmative Action.

Subscribed and Sworn to

before me on the \_\_\_\_ day

of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
My Commission Expires:

(Seal)

GOODS, PROFESSIONAL SERVICES 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, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. 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 the 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, sex, affectional or sexual orientation. 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 the regulations promulgated by the Treasurer to P.L. 1975, c.127, as amended and supplemented from time-to-time and the Americans with Disabilities Act. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127 as amended and supplemented from time-to-time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time-to-time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including 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, sex, affectional or sexual orientation, 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.

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, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal Court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time-to-time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code(NJAC 17:27).

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
(NAME) PRINT OR TYPE

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

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

**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  
(Title of Bid Proposal)

executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the \_\_\_\_\_ 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  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2

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

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

\_\_\_\_\_  
(Signature)

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

(Seal)

CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT

I, \_\_\_\_\_ of the (City, Town, Township, Borough, etc.)  
of \_\_\_\_\_ in the County of \_\_\_\_\_ and the  
State of \_\_\_\_\_ of full age, being duly sworn according to law on my  
oath depose and say that:

1. I am a(n) owner, partner, shareholder or officer of the company set forth below and am duly authorized to execute this affidavit on its behalf.

(Check Appropriate Statements(s))

\_\_\_\_\_ I own, lease or control the necessary equipment required by the plans, specifications, and advertisements under which bids are asked for.

\_\_\_\_\_ I do not own, lease or control all the necessary equipment required by plans, specifications, and advertisements under which bids are asked for.

If the bidder is not the actual owner or lessee of all the necessary equipment provide the source from which the equipment will be obtained (Attach additional sheets if necessary.)

\_\_\_\_\_  
\_\_\_\_\_

Attach certification from the owner or person in control of the equipment definitely granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary.)

Subscribed and sworn

before me this \_\_\_\_\_ day

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

Notary Public of \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name of Company)

(Seal)

## PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 required that each 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/dca/lgs/lpcl/busregis/bus](http://www.nj.gov/dca/lgs/lpcl/busregis/bus) 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) 292-9292.

NEW JERSEY "BUSINESS REGISTRATION CERTIFICATE" FORM

P.L. 2004 Ch. 57 requires that Business Organization's, be registered with the New Jersey Department of Treasury, Division of Revenue. The definition in the law is as follows:

"Contractor" means a business organization that seeks to enter or has entered into a contract with a contracting agency, to provide goods, services, or a construction project, the cost of which exceeds 15% of the contracting unit's bid threshold.

Please indicate below, for the bidder and all subcontractors listed on the "Subcontractor Declaration" herein, as to their registration with the NJ Department of Treasury, Division of Revenue in accordance with P.L. 2004, Ch57.

Proof of registration is required for all contractor's and named subcontractor's. Proof of registration means a copy of the organization's Business Registration Certificate". No other form can be substituted to fulfill this requirement.

Copies of the Business Registration Certificate shall be submitted and attached to this form.

<u>Name</u>	<u>Not Registered</u>	<u>Registration Number</u>
Bidder _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____

Subscribed and Sworn  
before me this \_\_\_\_ day  
of \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public of

\_\_\_\_\_  
Signature

My Commission Expires \_\_\_\_\_

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

(Seal)

## CONSTRUCTION CONTRACT

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

- 1) 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, or sex. 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 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 Equal Employment Opportunity Officer setting forth provisions of this non-discrimination clause.
- 2) 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 or sex.
- 3) The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Equal Employment Opportunity Officer advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice in a conspicuous place available to employees and applicants for employment.
- 4) The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c 127, as amended and supplemented from time-to-time.
- 5) When hiring workers in each construction trade, the contractor or subcontractor agrees to attempt in good faith to employ minority workers in each construction trade consistent with applicable employment goal prescribed section 7.3 of said regulation; provided however, that the Affirmative Action Office may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provision 1, 2 and 3 as long as the Affirmative Action Office is satisfied that the contractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Affirmative Action Office, that its percentage of active "card carrying" members who are minority workers is equal to or greater than the applicable employment goal prescribed by section 7.3 of the regulations promulgated by the treasurer pursuant to

P.L. 1975, c. 127, as amended and supplemented from time-to-time. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- A. If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall within(3) days of the contractor award, seek assurance from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as it is supplemented and amended from time-to-time. If the contractor or subcontractor is unable to obtain said assurance from the construction trade union at least five(5) days prior to the commencement of construction work, the contractor or subcontractor agrees directly to attempt to hire minority workers consistent with the applicable employment goal. If the contractors' or subcontractors' prior experience with a construction trade union regardless of whether the union provided said assurance indicates a significant possibility that the trade union will not refer sufficient minority workers consistent with the applicable employment goal by complying with following hiring procedures prescribed under(2): and the contractor or subcontractor further agrees immediately to take said action if it determines or is so notified by the Affirmative Action Office that the union is not referring minority workers consistent with the applicable employment goal.
  
- B. If the hiring of a work force consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of the preceding provision(1), or if the contractor or subcontractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goal:
  - 1. To notify the Public Agency Compliance Office, Affirmative Action Office and at least one minority referral organization of its manpower needs and request the referral of minority workers;
  - 2. To notify any minority workers who have been listed with it as awaiting available vacancies;
  - 3. Prior to commencement of work, to request the local construction trade union if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, to refer workers to fill job openings;

4. To leave standing requests for additional referral of minority workers with the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment service and the other approved referral sources until such time as the work force is consistent with the employment goal;
5. If it is necessary to lay off some of the workers in a given trade on the construction site, to assure consistency with the applicable State and Federal Statues and Court decisions, that sufficient minority employees remain on the site consistent with the employment and to employ any minority workers laid off by the contractor or any other construction site in the area on which its work force composition if not consistent with any employment goal established pursuant to the regulations implementing P.L. 1975, c. 127;
6. To adhere to the following procedure when minority workers apply or are referred to the contractor of subcontractor:
  - i. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's work force in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualification standards; provided however, that a contractor or subcontractor shall determine that the individual at least possesses the skills and experience recognized by any workers skills and experience classification determination which may have been made by a Public Agency Compliance Officer, Union, Apprentice Program or a Referral Agency, provided the Referral Agency is acceptable to the Affirmative Action Office and provided further, that if necessary, the contractor shall hire minority workers who qualify as trainees pursuant to subsection 2(k) of these regulations. All of the requirements of the paragraph, however, are limited by the provisions of paragraph (c) below.
  - ii: If the contractor's subcontractor's work force is consistent with applicable employment goals, the name of said minority group individual shall be maintained on a waiting list for first consideration in the event the contractor's or subcontractor's work force is no longer consistent with the applicable employment goal.

- iii. If for any reason said contractor or subcontractor determines said minority group individual is not qualified or if said individual qualifies as an advance trainee or apprentice, said contractor or subcontractor shall inform said individual in writing with the reasons for the determination and maintain copy in its files, and send a copy to the Public Agency Compliance Officer and the Affirmative Action Office.
- 7. To keep a complete and accurate record of all requests made for the referral of works in any trade covered by the contract, and said records shall be kept on forms made available by the Affirmative Action Office and shall be submitted promptly to that office upon request.
- C. The contractor or subcontractor agrees that nothing contained in the preceding provision(3) shall preclude the contractor or subcontractor from complying with hiring all apprenticeship provisions in any applicable collective bargaining agreement and where required by custom or agreement, it shall send journeymen and trainees to the union for referral or to the apprenticeship program for admission, pursuant to such agreement or arrangements; provided, however, that where the practices of a union or apprenticeship program will result in the exclusion or minority persons or the failure to refer minority group persons consistent with the county employment goal, the contractor or subcontractor shall not be required to employ minority advanced trainees and trained in numbers which result in the employment of advanced trainees as percentage of the total work force for construction, trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also the contractor or subcontractor agrees that, in implementing the procedures of the preceding provision (b), it shall, where practicable, employ minority workers residing within the geographical jurisdiction of the residing union.
- D. The contractor agrees to complete monthly Project Manning Reports on forms provided by the Affirmative Action Office or in the form prescribed by the Affirmative Action Office and submit a copy of said form no later than three(3) days after signing a construction contract and said form once a month thereafter for the duration of this contract the Affirmative Action Office and to the Public Agency Compliance Officer. The contractor agrees to cooperate with the Public Agency in the payment of budgeted funds, as if necessary, for on-the-job programs for outreach and training of minority trainees employed on the construction projects.  
Provision 4 and 5 not required for contractors or subcontractors with four(4) or fewer employees or a contractor who has presented evidence of a Federally approved or sanctioned Affirmative Action Program.

CONTRACT FORM

TOWNSHIP OF GLOUCESTER - CAMDEN COUNTY, NEW JERSEY

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between the TOWNSHIP OF GLOUCESTER, COUNTY OF CAMDEN, a Municipal Corporation of the STATE OF \_\_\_\_\_, part of the second part;

The vendor/contractor agrees to sell/construct and the purchaser agrees to buy the following upon the terms and conditions hereinafter set forth.

The vendor/contractor and the purchaser agrees, to be bound by the terms of the Notice to Bidders, Instruction to Bidders General Conditions and Specifications attached hereto and made a part of hereof, and delivery shall be made when and as directed by the purchaser. The vendor/contractor further agrees to furnish a bond with sufficient surety in the amount of \_\_\_\_\_ the amount of this contract, guaranteeing performance of the contract or delivery to be made a part hereof. The purchaser agrees to make payments in accordance with the terms of proposal.

This contract constitutes the entire agreement between the parties hereto and its provisions shall not be changed except in writing, agreeable to both parties. This contract shall expire \_\_\_\_\_.

\_\_\_\_\_  
TOWNSHIP CLERK

(Corporate Seal)  
ATTEST:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

## PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.25, et seq. Requires that a general or prime contractor and any listed subcontractors name 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 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 bases in New Jersey or in another state.

**PUBLIC WORKS CONTRACTOR REGISTRATION FORM**

C.34:11-56.48, p.l. 1999, Ch. 238 requires that contractors and subcontractors, in certain instances, be registered with the New Jersey Department of Labor, Division of Wage and Hour Compliance. The definition in the law is as follows.

“Contractor means 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”, P.L. 1963, C150 (c.34:11-56.25 et seq.). For the construction, reconstruction, demolition, alteration, repair or maintenance of a public building regularly open to and used by the general public or a public institution, and includes any subcontractor or lower tier subcontractor of a contractor as defined herein, except that, for the purposes of this act, no pumping station, treatment plant or construction, reconstruction, demolition, alteration, repair or maintenance shall be regarded as public building regularly open to and used by the general public or a public institution.

Please indicate below, for the bidder and all subcontractors listed on the “Subcontractor Declaration” herein, as to their registration with the NJ Department of Labor, Division of Wage and Hour Compliance in accordance with P.L. 1999, Ch. 238

<u>NAME</u>	<u>NOT REGISTERED</u>	<u>REGISTRATION #</u>
Bidder _____ (Subcontractor)	_____	_____
_____ (Subcontractor)	_____	_____
_____ (Subcontractor)	_____	_____
_____ (Subcontractor)	_____	_____

**IF IN THE PROCESS OF REGISTRATION, BUT HAVE NOT YET RECEIVED A REGISTRATION NUMBER, ATTACH PROOF OF APPLICATION FOR CONTRACTOR AND/OR SUBCONTRACTORS.**

Registration forms are available by contacting Contractor Registration Unit at (609) 292-9464.

Subscribed and sworn before me this  
 \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Notary Public

\_\_\_\_\_  
 (Name & Title Type or Print)

My Commission Expires) \_\_\_\_\_ 20\_\_\_\_\_

AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with disability

The contractor and the Township of Gloucester, do hereby agree that the provisions of Title 11, of the Americans With Disabilities Act of 1990 42 U.S.C. S12101 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 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 subcontractor for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agree 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.

The following specifications are the minimum requirements for an LGP hydrostatic bulldozer. The equipment shall be new current year and manufactured in the United States. All exceptions shall be noted in writing.

Comment (r1): a)

	Comply	
	Yes	No
<b>Engine:</b>		
1. Diesel, turbocharged, direct fuel injection, EPA Tier 3	_____	_____
2. Rated Power – 74 net hp	_____	_____
3. Cylinders, 4	_____	_____
4. Displacement – 276 cu in.	_____	_____
5. Replaceable wet sleeve liners, engine shall be rebuildable without removing it from the machine	_____	_____
6. Fuel consumption typical – 1.5 to 2.3 gals	_____	_____
7. Maximum net torque – 251 lb ft.	_____	_____
8. Lubrication – pressure system with full flow spin on filter and oil to water cooler	_____	_____
9. Air cleaner – dual stage dry type with safety element, precleaner, and dash mounted restriction indicator	_____	_____
10. Electrical system – 12 volt with 65 amp alternator	_____	_____
11. Dual batteries, 190 min reserve capacity, 950 cca each	_____	_____
12. Cooling fan – blower	_____	_____
13. Low mounted fan drive positions the fan on a separate pulley shaft, reducing the load on the water pump pulley resulting in longer component life	_____	_____
14. Serpentine drive belt to be provided, with automatic belt tensioning	_____	_____
15. Deep sump oil pan maintains adequate engine lubrication on steep slopes	_____	_____
16. Jet spray nozzles bathe the bottom sides of pistons with cooled oil	_____	_____
17. Free breathing, cross flow cylinder head, specially shaped pistons, and contoured valves increase intake and exhaust valves for maximum power	_____	_____
18. Water separator shall be located before the dual stage filter, will capture water from the system and extend fuel filter life. Both filters can be changed without spillage	_____	_____
19. Engine, radiator and transmission oil cooler are mounted side by side	_____	_____
20. Radiator is steel with 6 fins per in.	_____	_____
21. Cooler is aluminum with 8 fans per in.	_____	_____
22. Front grille can be rotated down for easy access to the radiator and transmission cooler for easy cleaning	_____	_____
23. Engine shall have automatic load sensing capability that works at all engine speeds, that will not draw the engine to pull down more than 300 rpm and will reduce ground speed to match the engine power to the load	_____	_____
23. Coolant recovery tank for easy checking of coolant level.	_____	_____
24. Engine and hydraulic system utilize same type and weight of oil.	_____	_____

	Comply	
	Yes	No
<b><u>Transmission:</u></b>		
1. Transmission sight gauge to be provided	_____	_____
2. Dual path, electronic-controlled, hydrostatic drive, machine, must be able to counter rotate	_____	_____
3. Load sensing feature that automatically adjusts speed and power to match changing load conditions	_____	_____
4. Each individual track is powered by a variable-displacement pump and two speed axle piston motors	_____	_____
5. Decelerator pedal to be provided, controls speed from holding to 5.0 mph	_____	_____
6. Travel speeds infinitely variable: 0 to 5.0mph	_____	_____
7. Operator adjustable rates for: Aggressiveness, Decelerator response, FNR shift rate, Steering rate, Steering modulation, Forward speed (max), Reverse speed (max), Deceleration mode, Machine type for special application. Rates changed at the TVU without need for special tools or computers.	_____	_____
8. Electric control unit that controls transmission shall be mounted behind the operator and provide on board diagnostics for maintenance personnel	_____	_____
9. A single FNR lever controls direction, by moving the lever forward or back. Moving the lever to the left or right will steer the machine in either direction. Moving the lever through detent will cause the machine to counter rotate	_____	_____
10. FNR lever shall have speed control button and horn mounted on the lever	_____	_____
11. Transmission shall have auto track which shall maintain straight travel under load and consistent rate of turn	_____	_____
12. Sealed transmission electrical connectors with gold plated pins. To prevent moisture and contaminants from entering terminals	_____	_____
13. Hydraulic filter and hydrostatic filter are identical for ease of service.	_____	_____
14. Diagnostic test ports for easy hook-up of gauges to check pressures in hydrostatic drive train.	_____	_____

**Final Drives:**

1. Heavy duty triple reduction final drives attach directly to mainframe and are isolated from track frame and dozer frame loads	_____	_____
2. Rear access panel shall be provide for easy removal of motors	_____	_____
3. Heavy-duty high-pressure hoses connect the pumps and motors that form the drive train, O ring face seals provided to eliminate leaks	_____	_____
4. Final drive housing shall fit within the width of the track pads for good protection and maximum ground clearance	_____	_____

**Comply**  
Yes      No

- |  |       |       |
|--|-------|-------|
| 5. Final drive casting shall have an integral guard designed into it to protect the final drive seal | _____ | _____ |
|--|-------|-------|

**Steering:**

- |  |       |       |
|--|-------|-------|
| 1. Single lever steering, direction control, and counter rotation  | _____ | _____ |
| 2. Full power turns and infinitely variable track speeds provide unlimited maneuverability and optimum control | _____ | _____ |
| 3. Hydrostatic steering, no steering clutches and brakes are to be accepted                                    | _____ | _____ |

**Brakes:**

- |   |       |       |
|---|-------|-------|
| 1. Hydrostatic dynamic braking stops the machine whenever the direction control lever is moved to neutral, whenever the decelerator pedal is depressed to the end of travel, or whenever the brake pedal is depressed | _____ | _____ |
| 2. Parking brake shall be wet multiple disk brakes located on each final drive input shaft  | _____ | _____ |
| 3. Parking brake shall engage whenever the engine stops, whenever the operator applies the brake pedal, or whenever the neutral start lever is in stop position   | _____ | _____ |
| 4. Machine cannot be driven with parking brake applied  | _____ | _____ |

**Hydraulic System:**

- |  |       |       |
|--|-------|-------|
| 1. System – open center  | _____ | _____ |
| 2. Pressure main relief valve – 3000 psi   | _____ | _____ |
| 3. Pump – gear   | _____ | _____ |
| 4. Flow – 15gpm  | _____ | _____ |
| 5. Filter, return oil – 10 micron  | _____ | _____ |
| 6. Sealed hydraulic system to prevent contamination  | _____ | _____ |
| 7. Cylinders – Heat-treated, chrome plated, polished cylinder rods with hardened steel (replaceable bushings) pivot pins | _____ | _____ |
| 8. Separate reservoirs for transmission and hydraulic fluids to prevent cross-contamination                              | _____ | _____ |
| 9. Reservoirs shall be pressurized to maintain constant core pressure on the pump which prevents cavitation              | _____ | _____ |
| 10. To minimize maintenance cost the hydraulic filter change and drain shall be at 2000 hour intervals                   | _____ | _____ |
| 11. All powertrain and hydraulic systems shall allow for up to 45 degree maximum slope operation.                        | _____ | _____ |
| 12. All hydraulic return oil shall be filtered to prevent contamination from rod guide seals and gear pump wear debris.  | _____ | _____ |

	Comply	
	Yes	No
<b>Capacities:</b>		
1. Fuel – 47 gallons minimum	_____	_____
2. Cooling system with recovery tank – 17 qt minimum	_____	_____
3. Engine oil including on filter – 15 qt minimum	_____	_____
4. Transmission reservoir refill – 11.3 gals. minimum	_____	_____
5. Final drive (each) – 7 qt.	_____	_____
6. Hydraulic reservoir refill – 8.5 gals.	_____	_____

<b>Undercarriage:</b>		
1. Heat-treated components	_____	_____
2. Pins and bushings are sealed for life	_____	_____
3. Roller and idlers permanently sealed and lubricated	_____	_____
4. Full-length track frame covers to reduce material buildup and ease cleaning	_____	_____
5. Chain – sealed and lubricated	_____	_____
6. Grouser Width – 24 in.	_____	_____
7. Track shoes each side – 40	_____	_____
8. Ground contact area – 4,128 sq. in.	_____	_____
9. Ground pressure – 4.3 psi	_____	_____
10. Ground clearance – 13.6 in.	_____	_____
11. Length of track on ground – 86 in.	_____	_____
12. Track pitch 6.29 in.	_____	_____
13. Track roller each side – 6	_____	_____
14. Track gauge – 65 in.	_____	_____
15. Minimum SAE operating weight – 17,300 lbs	_____	_____
16. Remote grease fittings for the C frame pivot and angle cylinder mount located at the front of the lift cyl bracket	_____	_____
17. Cast steel alloy sprockets with deep, hardened wear surfaces	_____	_____
18. Deep hardened, lifetime lubricated, cast steel carrier roller, curved roller support resist packing and aids in clean out	_____	_____
19. Spring steel washers in sealed chain to keep abrasives out of the pins and bushings	_____	_____
20. Idlers lifetime lubricated and sealed with metal face seals, stainless steel shims provide vertical adjustment	_____	_____
21. To help prevent premature undercarriage wear the dozer shall have a reverse speed control dial to prevent high speed reverse in adverse conditions	_____	_____

<b>Frame:</b>		
1. One piece fully welded mainframe, bolt on frames not acceptable	_____	_____
2. Two full-length double crossbars are welded to the mainframe forming a strong solid base for the undercarriage, angle brackets are not acceptable	_____	_____

Comply  
Yes      No

- |  |       |       |
|--|-------|-------|
| 3. Engine, hydrostatic drive pumps, and hydraulic motors are bolted to the sub frame, making power train easy to remove                | _____ | _____ |
| 4. Main frame shall have one piece side shield that provides more space between the main frame and the track frame for easier cleaning | _____ | _____ |
| 5. Reinforced engine and mid frame bottom guards   | _____ | _____ |
| 6. Integral transmission guard   | _____ | _____ |
| 7. Angled full length track frame covers and covered roller Brackets to resist material buildup fabricated, box section C-Frame.       | _____ | _____ |

**Dozer Blade:**

- |  |       |       |
|--|-------|-------|
| 1. Blade shall be 115 inches in width  | _____ | _____ |
| 2. Blade shall remain level during angle function  | _____ | _____ |
| 3. Heavy duty hardened ball and socket joint and line bored mounting pins for long-term tightness  | _____ | _____ |
| 4. Center section spill sheet to protect blade pivot points and cylinders from material spillover  | _____ | _____ |
| 4. Closed-cell blade design and robot welded.  | _____ | _____ |
| 5. Angle cylinders are powerful and positioned out of the dirt to resist material buildup  | _____ | _____ |
| 6. Three pitch adjustable blade - screw type   | _____ | _____ |
| 7. Hoses for tilt and angle cylinders are routed through the frame and out through the front of the grille for better hose protection. Hoses shall be covered with protective covers | _____ | _____ |
| 8. Minimum blade lift height 30.4"   | _____ | _____ |
| 9. Minimum blade digging depth 20.8"   | _____ | _____ |
| 10. Blade angle 25.4 degrees   | _____ | _____ |
| 11. Minimum blade tilt 15.7"   | _____ | _____ |
| 12. Minimum cut reach 2.3"   | _____ | _____ |
| 13. Minimum blade height 3'2"  | _____ | _____ |
| 14. Minimum blade SAE capacity 2.57 cu. yd.  | _____ | _____ |
| 15. Minimum width over track 7'5"  | _____ | _____ |
| 16. Maximum overall length of machine 13'2"  | _____ | _____ |
| 17. Maximum overall height of machine 9'   | _____ | _____ |
| 17. Minimum cast reach 12.6"   | _____ | _____ |

**Operators Station:**

- |  |       |       |
|--|-------|-------|
| 1. Full cab with 24,000 btu roof mount air conditioning          | _____ | _____ |
| 2. 2 High intensity grill and 1 rear mounted halogen work lights | _____ | _____ |
| 3. 4 High intensity cab mounted work lights                      | _____ | _____ |
| 4. Large convex rearview mirror                                  | _____ | _____ |
| 5. Knee cushion side pads  | _____ | _____ |

6. Seat side lockable storage box and lunch box holder	_____	_____
	<b>Comply</b>	
	<b>Yes</b>	<b>No</b>
7. Block Heater	_____	_____
8. Environmental drain package for safely draining transmission oil and hydraulic oil reservoirs	_____	_____
9. Hydrostatic Transmission Diagnostics Test Ports and Diagnostic messaging.	_____	_____
10. High-back air suspension fabric seat adjust seven ways	_____	_____
11. Electronic monitor keeps watch on 7 vital machine functions	_____	_____
12. Gauges provided for the following: fuel, oil pressure, water temperature and transmission oil pressure	_____	_____
13. Floor mat and head liner	_____	_____
14. Adjustable armrest	_____	_____
15. Adjustable footrest	_____	_____
16. AM/FM/WB radio with clock	_____	_____

**Warranty:**

1. Full Machine warranty 5yr 5000 hour	_____	_____
2. One set of parts, service, and operators manuals	_____	_____

SPECIFICATIONS FOR THE PURCHASE OF  
MODEL YEAR 2011 CATERPILLAR D3K LGP TRACK-TYPE TRACTOR OR EQUAL  
FOR THE TOWNSHIP OF GLOUCESTER  
COUNTY OF CAMDEN

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

BID OPENING DATE: MAY 11, 2011 @ 10:00 am

SPECIFICATIONS #: P.W.: 11-9