BIDDER SIGNATURE PAGE

Rev. 9/20/05

1. If doing business under a **trade name, partnership** or a **sole proprietorship**, you must submit the bid under **exact title** of the trade name, partnership, or proprietorship, and the bid must be signed by either the **owner** or a **partner** and **witnessed** by a **notary public**.

2. If a **Corporation**, the bid must be signed by the **President** or **Vice President** and **witnessed** by **Corporate Secretary**, (Corporate title must be exact) and **affix corporate seal**.

3. Other persons **authorized** by **Corporate Resolution** to execute agreements in its behalf may also sign the bid documents (pages).

4. The Person who signs this bid form **must also sign** the **Non-Collusion Affidavit**.

5. You **cannot** witness your own signature.

Weldon Materials, Inc.
NAME OF BIDDER

Eileen Mooney
SIGNATURE
CORPORATE SECRETARY

141 Central Avenue
ADDRESS OF BIDDER

Westfield, New Jersey 07090

Eileen Mooney Asst. Secretary
PRINT NAME AND TITLE
CORPORATE SECRETARY

TELEPHONE: 908.233.4444

FAX: 908.233.4215

EMAIL: BETHR@WELDONMAT.COM

BY:
SIGNATURE

March 6, 2018
DATE

AFFIX CORPORATE SEAL

Norbert W. Weldon Vice President
PRINT OR TYPE NAME AND TITLE

WARNING: FAILURE TO FULLY, ACCURATELY, AND COMPLETELY SUPPLY THE INFORMATION REQUESTED ON THIS PAGE MAY RESULT IN THE REJECTION OF YOUR BID AS NON-RESPONSIVE

HAVING CAREFULLY READ THE NOTICE TO BIDDERS, SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS, THE UNDERSIGNED HEREBY AGREES TO PROVIDE AND DELIVER **ROAD MATERIALS** FOR THE DIVISION OF PUBLIC WORKS AND THE DIVISION OF PARK MAINTENANCE IN ACCORDANCE TO THE SPECIFICATIONS. DO NOT ALTER THE FORMAT OF THE BID FORM PAGE(S) IN ANY MANNER UNDER THE PENALTY OF DISQUALIFICATION. BIDDERS MUST BID ON ALL ITEMS WITHIN EACH LOT TO BE AWARDED.

SECTION I – COUNTY OF UNION – FIRST TWELVE (12) MONTHS

LOT # 1

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE		SUB TOTAL	SURCHARGE FOR DELIVERY
1	1,200 Tons	X	$ 52.00 (PER TON)	=	$ 62,400.00	$ 10.00 * (PER TON)
2	5,000 Tons	X	$ 55.00 (PER TON)	=	$ 275,000.00	$ 10.00 * (PER TON)
3	300 Tandem Loads	X	$ 375.00 (PER TANDEM LOAD)	=	$ 112,500.00	$ N/A (PER LOAD)
4	25 Tons	X	$ 600.00 (PER TON)	=	$ 15,000.00	$ 10.00 * (PER TON)
5	50 Tons	X	$ 61.00 (PER TON)	=	$ 3,050.00	$ 10.00 * (PER TON)
6	50 Tons	X	$ 54.00 (PER TON)	=	$ 2,700.00	$ 10.00 * (PER TON)
7	75 Tons	X	$ 61.00 (PER TON)	=	$ 4,575.00	$ 10.00 * (PER TON)
8	60 Tons	X	$ 175.00 (PER TON)	=	$ 10,500.00	$ 7.50 * (PER TON)
9	500 Sq. Ft.	X	$ 1.65 (PER SQ FT)	=	$ 825.00	$ No Bid- FOB Watchung (PER SQ. FT)
10	1400 Tons	X	$ 16.75 (PER TON)	=	$ 23,450.00	$ 7.50 * (PER TON)
11	100 Tons	X	$ 16.75 (PER TON)	=	$ 1,675.00	$ 7.50 * (PER TON)
12	295 Tons	X	$ 27.00 (PER TON)	=	$ 7,965.00	$ 7.50 * (PER TON)

NAME OF BIDDER: Weldon Materials, Inc.

*ASPHALT & STONE DELIVERY RATE BASED ON 22 TON MINIMUM

** CONCRETE: PLUS ADDIDITVE COSTS AS PER REQUESTED OR NEEDED

SECTION I – COUNTY OF UNION – FIRST TWELVE (12) MONTHS -continued

LOT # 1

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE		SUB TOTAL	SURCHARGE FOR DELIVERY
13	550 Tons	X	$ 20.25 (PER TON)	=	$ 11,137.50	$ 7.50 * (PER TON)
14	3,400 Tons	X	$ 15.50 (PER TON)	=	$ 52,700.00	$ 7.50 * (PER TON)
15	2,150 Tons	X	$ 6.75 (PER TON)	=	$ 14,512.50	$ 7.50 * (PER TON)
16	50 Tons	X	$ 28.00 (PER TON)	=	$ 1,400.00	$ 7.50 * (PER TON)
17	300 Tons	X	$ 28.00 (PER TON)	=	$ 8,400.00	$ 7.50 * (PER TON)
18	220 Bags	X	$ 10.50 (PER BAG)	=	$ 2,310.00	$ No Bid FOB Watchung Only (PER BAG)
19	50 Cu.Yds.	X	$ 88.00 ** (PER CUBIC YARD)	=	$ 4,400.00 **	$ 250.00 ** (PER LOAD/MAX 10 CU YD)
20	50 Lbs	X	$ 1.60 (PER LB)	=	$ 80.00	$ No Bid FOB Watchung Only (PER LB)
21	500 Tons	X	$ 18.50 (PER TON)	=	$ 9,250.00	$ 8.25 * (PER TON)
22	75 Each	X	$ 60.00 (PER BLOCK)	=	$ 4,500.00	$ No Bid FOB Watchung Only (PER BLOCK)
23	30 Gallons	X	$ 18.00 (PER GALLON)	=	$ 540.00	$ No Bid FOB Watchung Only (PER GALLON)
24	500 Bags	X	$ 9.00 (PER BAG)	=	$ 4,500.00	$ No Bid FOB Watchung Only (PER BAG)
25	300 Tons	X	$ 9.25 (PER TON)	=	$ 2,775.00	$ 7.50 * (PER TON)
26	75 Cu. Yds.	X	$ 91.00 ** (PER CUBIC YARD)	=	$ 6,825.00 **	$ 250.00 ** ~~(PER CUBIC YARD)~~ Per Load/Max 10 CY

NAME OF BIDDER: Weldon Materials, Inc.

*ASPHALT & STONE DELIVERY RATE BASED ON 22 TON MINIMUM

** CONCRETE: PLUS ADDIDITVE COSTS AS PER REQUESTED OR NEEDED

SECTION I – COUNTY OF UNION – FIRST TWELVE (12) MONTHS -continued

LOT # 1

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE		SUB TOTAL	SURCHARGE FOR DELIVERY
27	75 Cu.Yds.	X	$ 88.00 ** (PER CUBIC YARD)	=	$ 6,600.00 **	$ 250.00** ~~(PER CUBIC YARD)~~ Per Load/Max 10 CY
28	60 Tandem Loads		$ 350.00 (PER TANDEM LOAD)	=	$ 21,000.00	$ NA (PER LOAD)

ALL ASPHALT PRICES BASED ON NJDOT INDEX FROM PRIOR MONTH
@ FEBRUARY 2018 @$409.00

GRAND TOTAL LOT #1 W/ DELIVERY $808,482.50
NOT ALL ITEMS ARE BID WITH DELIVERY

GRAND TOTAL LOT #1 $ 670,570.00 (FOB ONLY) (NOT TO EXCEED)

LOT # 2

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE		GRAND TOTAL LOT # 2	SURCHARGE FOR DELIVERY
1	25 Pails	X	$ 55.00 (PER PAIL)	=	$ 1,375.00 (NOT TO EXCEED)	$ No Bid FOB Watchung Only (PER PAIL)

LOT # 3

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE		GRAND TOTAL LOT # 3	SURCHARGE FOR DELIVERY
1	750 Gallons	X	$ No Bid (PER GALLON)	=	$ No Bid (NOT TO EXCEED)	$ No Bid (PER GALLON)

NAME OF BIDDER: Weldon Materials, Inc.

*ASPHALT & STONE DELIVERY RATE BASED ON 22 TON MINIMUM

** CONCRETE: PLUS ADDIDITVE COSTS AS PER REQUESTED OR NEEDED

SECTION I – COUNTY OF UNION - FIRST TWELVE (12) MONTHS -continued

LOT # 4

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE		GRAND TOTAL LOT # 4	SURCHARGE FOR DELIVERY
1	250 Bags	X	$ 18.50 (PER BAG)	=	$ 4,625.00 (NOT TO EXCEED)	$ No Bid FOB Watchung Only (PER BAG)

NAME OF BIDDER: Weldon Materials, Inc.

*ASPHALT & STONE DELIVERY RATE BASED ON 22 TON MINIMUM

** CONCRETE: PLUS ADDIDITVE COSTS AS PER REQUESTED OR NEEDED

SECTION II – COUNTY OF UNION – 2ND TWELVE (12) MONTHS OPTION

LOT # 1

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE		SUB TOTAL	SURCHARGE FOR DELIVERY
1	1,200 Tons	X	$ 53.00 (PER TON)	= $	63,600.00	$ 10.00* (PER TON)
2	5,000 Tons	X	$ 56.00 (PER TON)	= $	280,000.00	$ 10.00* (PER TON)
3	300 Tandem Loads	X	$ 375.00 (PER TANDEM LOAD)	= $	112,500.00	$ N/A (PER LOAD)
4	25 Tons	X	$ 625.00 (PER TON)	= $	15,625.00	$ 10.00* (PER TON)
5	50 Tons	X	$ 62.00 (PER TON)	= $	3,100.00	$ 10.00* (PER TON)
6	50 Tons	X	$ 55.00 (PER TON)	= $	2,750.00	$ 10.00* (PER TON)
7	75 Tons	X	$ 62.00 (PER TON)	= $	4,650.00	$ 10.00* (PER TON)
8	60 Tons	X	$ 180.00 (PER TON)	= $	10,800.00	$ 7.50* (PER TON)
9	500 Sq. Ft.	X	$ 1.65 (PER SQ. FT)	= $	825.00	$ No Bid FOB Watchung only (PER SQ. FT)
10	1400 Tons	X	$ 16.75 (PER TON)	= $	23,450.00	$ 7.50* (PER TON)
11	100 Tons	X	$ 16.75 (PER TON)	= $	1,675.00	$ 7.50* (PER TON)
12	295 Tons	X	$ 28.00 (PER TON)	= $	8,260.00	$ 7.50* (PER TON)
13	550 Tons	X	$ 20.25 (PER TON)	= $	11,137.50	$ 7.50* (PER TON)
14	3,400 Tons	X	$ 15.75 (PER TON)	= $	53,550.00	$ 7.50* (PER TON)
15	2,150 Tons	X	$ 6.75 (PER TON)	= $	14,512.50	$ 7.50* (PER TON)

NAME OF BIDDER: Weldon Materials, Inc.

*ASPHALT & STONE DELIVERY RATE BASED ON 22 TON MINIMUM

** CONCRETE: PLUS ADDIDITVE COSTS AS PER REQUESTED OR NEEDED

SECTION II – COUNTY OF UNION – 2ND TWELVE (12) MONTHS OPTION

LOT # 1 –continued

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE		SUB TOTAL	SURCHARGE FOR DELIVERY
16	50 Tons	X	$ 28.50 (PER TON)	=	$ 1,425.00	$ 7.50* (PER TON)
17	300 Tons	X	$ 28.50 (PER TON)	=	$ 8,550.00	$ 7.50* (PER TON)
18	220 Bags	X	$ 10.50 (PER BAG)	=	$ 2,310.00	$ No Bid FOB Watchung only (PER BAG)
19	50 Cu.Yds.	X	$ 90.00** (PER CUBIC YARD)	=	$ 4,500.00**	$ 260.00** (PER LOAD MAX 10 CU YD)
20	50 Lbs	X	$ 1.60 (PER LB)	=	$ 80.00	$ No Bid FOB Watchung only (PER LB)
21	500 Tons	X	$ 19.00 (PER TON)	=	$ 9,500.00	$ 8.25* (PER TON)
22	75 Each	X	$ 65.00 (PER BLOCK)	=	$ 4,875.00	$ No Bid FOB Watchung only (PER BLOCK)
23	30 Gallons	X	$ 18.00 (PER GALLON)	=	$ 540.00	$ No Bid FOB Watchung only (PER GALLON)
24	500 Bags	X	$ 9.25 (PER BAG)	=	$ 4,625.00	$ No Bid FOB Watchung only (PER BAG)
25	300 Tons	X	$ 9.25 (PER TON)	=	$ 2,775.00	$ 7.50* (PER TON)
26	75 Cu. Yds.	X	$ 95.00** (PER CUBIC YARD)	=	$ 7,125.00**	$ 260.00** (PER LOAD MAX 10 CU YD)
27	75 Cu.Yds.	X	$ 92.00** (PER CUBIC YARD)	=	$ 6,900.00**	$ 260.00** (PER LOAD MAX 10 CU YD)
28	60 Tandem Loads		$ 375.00 (PER TANDEM LOAD)	=	$ 22,500.00	$ NA (PER LOAD)

ASPHALT PRICE ADJUSTMENT PER TON
@ FEBRUARY 2018 @$409.00

GRAND TOTAL LOT #1 $ 682,140.00 fob only (NOT TO EXCEED)

GRAND TOTAL LOT #1 W/ DELIVERY $ 820,262.50

NOT ALL ITEMS ARE BID WITH DELIVERY

NAME OF BIDDER: Weldon Materials, Inc.

*ASPHALT & STONE DELIVERY RATE BASED ON 22 TON MINIMUM

** CONCRETE: PLUS ADDIDITVE COSTS AS PER REQUESTED OR NEEDED

SECTION II – COUNTY OF UNION – 2ND TWELVE (12) MONTHS OPTION

LOT # 2

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE		GRAND TOTAL LOT # 2	SURCHARGE FOR DELIVERY
1	25 Pails	X	$ 55.00 (PER PAIL)	=	$ 1,375.00 (NOT TO EXCEED)	$ No Bid FOB Watchung only (PER PAIL)

LOT # 3

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE		GRAND TOTAL LOT # 3	SURCHARGE FOR DELIVERY
1	750 Gallons	X	$ No Bid (PER GALLON)	=	$ No Bid (NOT TO EXCEED)	$ No Bid (PER GALLON)

LOT # 4

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE		GRAND TOTAL LOT # 4	SURCHARGE FOR DELIVERY
1	250 Bags	X	$ 18.75 (PER BAG)	=	$ 4,687.50 (NOT TO EXCEED)	$ No Bid FOB Watchung only (PER BAG)

NAME OF BIDDER: Weldon Materials, Inc.

*ASPHALT & STONE DELIVERY RATE BASED ON 22 TON MINIMUM

** CONCRETE: PLUS ADDIDITVE COSTS AS PER REQUESTED OR NEEDED

SECTION III – COOPERATIVE MEMBERS – 1st TWELVE (12) MONTHS

[X] CHECK HERE IF WILLING TO PROVIDE THE GOODS AND SERVICES HEREIN BID UPON TO REGISTERED MEMBERS OF THE UNION COUNTY COOPERATIVE PRICING SYSTEM, IDENTIFIER #8-UCCP WHO HAVE SUBMITTED ESTIMATES, WITHOUT SUBSTITUTION OR DEVIATION FROM SPECIFICATIONS, SIZE, FEATURES, QUALITY, PRICE OR AVAILABILITY AS HEREIN SET FORTH. IT IS UNDERSTOOD THAT ORDERS WILL BE PLACED DIRECTLY BY THE REGISTERED MEMBERS IDENTIFIED HEREIN BY SEPARATE CONTRACT, SUBJECT TO THE OVERALL TERMS OF THE MASTER CONTRACT TO BE AWARDED BY THE COUNTY OF UNION, AND THAT NO ADDITIONAL SERVICES OR DELIVERY CHARGES WILL BE ALLOWED EXCEPT AS PERMITTED BY THESE SPEIFICATIONS.

[ ] CHECK HERE IF NOT WILLING TO EXTEND PRICES TO REGISTERED MEMBERS OF UNION COUNTY COOPERATIVE PRICING SYSTEM, IDENTIFIER #8-UCCP WHO HAVE SUBMITTED ESTIMATES AS DESCRIBED IN THE SPECIFICATIONS. IT IS UNDERSTOOD THAT THIS WILL NOT ADVERSELY AFFECT CONSIDERATION OF THIS BID WITH RESPECT TO THE NEEDS OF THE COUNTY OF UNION.

PLEASE BE AWARE THAT IN ACCORDANCE WITH N.J.A C. 5:34-1 ET SEQ. NO PRICE FOR A COOPERATIVE MEMBER CAN BE DIFFERENT THAN THE ONE OFFERED TO THE COUNTY ON THE MASTER CONTRACT. THE LAW REQUIRES THESE COOPERATIVE PRICES BE REPEATED ON THESE COOPERATIVE MEMBER PAGES.

IN THE EVENT THAT THE LOWEST RESPONSIBLE BIDDER DECLINES TO EXTEND PRICES TO THE REGISTERED MEMBERS WHO SUBMITTED ESTIMATES THE FOLLOWING PROCEDURE WILL BE FOLLOWED AS REQUIRED BY N.J.A.C. 5:34-7.10(A): THE CONTRACT FOR THE NEEDS OF THE LEAD AGENCY WILL BE AWARDED TO THE LOWEST RESPONSIBLE BIDDER, AND A MASTER CONTRACT FOR THE REGISTERED MEMBERS WHO HAVE SUBMITTED ESTIMATES WILL BE AWARDED TO THE NEXT LOWEST BIDDER WHOSE BID AGREES TO EXTEND.

DM
Initial

LOT # 1

ITEM #	QUANTITY (MORE OR LESS)	UNIT PRICE	SUB TOTAL	SURCHARGE FOR DELIVERY
1	2,441 Tons X	$ 52.00 (PER TON)	= $ 116,532.00	$ 10.00 * (PER TON)
2	8,690 Tons X	$ 55.00 (PER TON)	= $ 477,950.00	$ 10.00 * (PER TON)
3	156 Tandem Loads X	$ 375.00 (PER TANDEM LOAD)	= $ 58,500.00	$ N/A (PER LOAD)
4	20 Tons X	$ 600.00 (PER TON)	= $ 12,000.00	$ 10.00 * (PER TON)
5	208 Tons X	$ 61.00 (PER TON)	= $ 12,688.00	$ 10.00 * (PER TON)

NAME OF BIDDER: Weldon Materials, Inc.

*ASPHALT & STONE DELIVERY RATE BASED ON 22 TON MINIMUM

** CONCRETE: PLUS ADDIDITVE COSTS AS PER REQUESTED OR NEEDED

SECTION III – COOPERATIVE MEMBERS – 1st TWELVE (12) MONTHS

LOT # 1 - continued

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE	SUB TOTAL	SURCHARGE FOR DELIVERY
6	670	Tons X	$ 54.00 (PER TON)	= $ 36,180.00	$ 10.00 * (PER TON)
7	215	Tons X	$ 61.00 (PER TON)	= $ 13,115.00	$ 10.00 * (PER TON)
8	265	Tons X	$ 175.00 (PER TON)	= $ 46,375.00	$ 7.50 * (PER TON)
9	450	Sq. Ft. X	$ 1.65 (PER SQ FT)	= $ 742.50	$ No Bid FOB Watchung Only (PER SQ. FT)
10	1,450	Tons X	$ 16.75 (PER TON)	= $ 24,287.50	$ 7.50 * (PER TON)
11	230	Tons X	$ 16.75 (PER TON)	= $ 3,852.50	$ 7.50 * (PER TON)
12	305	Tons X	$ 27.00 (PER TON)	= $ 8,235.00	$ 7.50 * (PER TON)
13	190	Tons X	$ 20.25 (PER TON)	= $ 3,847.50	$ 7.50 * (PER TON)
14	1,165	Tons X	$ 15.50 (PER TON)	= $ 18,057.50	$ 7.50 * (PER TON)
15	290	Tons X	$ 6.75 (PER TON)	= $ 1,957.50	$ 7.50 * (PER TON)
16	316	Tons X	$ 28.00 (PER TON)	= $ 8,848.00	$ 7.50 * (PER TON)
17	414	Tons X	$ 28.00 (PER TON)	= $ 11,592.00	$ 7.50 * (PER TON)
18	1,001	Bags X	$ 10.50 (PER BAG)	= $ 10,510.50	$ No Bid FOB Watchung Only (PER BAG)
19	671	Cu.Yds. X	$ 88.00** (PER CUBIC YARD)	= $ 59,048.00 **	$ 250.00** (PER LOAD MAX 10 CU YD)

NAME OF BIDDER: Weldon Materials, Inc.

*ASPHALT & STONE DELIVERY RATE BASED ON 22 TON MINIMUM

** CONCRETE: PLUS ADDIDITVE COSTS AS PER REQUESTED OR NEEDED

SECTION III – COOPERATIVE MEMBERS – 1st TWELVE (12) MONTHS

LOT # 1 - continued

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE	SUB TOTAL	SURCHARGE FOR DELIVERY
20	1,500 Lbs	X	$ 1.60 (PER LB)	= $ 2,400.00	$ No Bid FOB Watchung Only (PER LB)
21	127 Tons	X	$ 18.50 (PER TON)	= $ 2,349.50	$ 8.25* (PER TON)
22	215 Each	X	$ 60.00 (PER BLOCK)	= $ 12,900.00	$ No Bid FOB Watchung Only (PER BLOCK)
23	0 Gallons	X	$ 18.00 (PER GALLON)	= $ 0	$ No Bid FOB Watchung Only (PER GALLON)
24	880 Bags	X	$ 9.00 (PER BAG)	= $ 7,920.00	$ No Bid FOB Watchung Only (PER BAG)
25	224 Tons	X	$ 9.25 (PER TON)	= $ 2,072.00	$ 7.50* (PER TON)
26	1,036 Cu. Yds.	X	$ 91.00** (PER CUBIC YARD)	= $ 94,276.00**	$ 250.00** (PER LOAD MAX 10 CU YD)
27	1,111 Cu.Yds.	X	$ 88.00** (PER CUBIC YARD)	= $ 97,768.00**	$ 250.00** (PER LOAD/MAX 10 CU YD)
28	520 Tandem Loads	X	$ 350.00 (PER TANDEM LOAD)	= $ 182,000.00	$ NA (PER LOAD)

GRAND TOTAL LOT #1 W/ DELIVERY $1,567,258.75

NOT ALL ITEMS ARE BID WITH DELIVERY

ASPHALT PRICE ADJUSTMENT PER TON
@ FEBRUARY 2018 @$409.00

GRAND TOTAL LOT #1 $1,336,404.00 fob only (NOT TO EXCEED)

LOT # 2

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE	GRAND TOTAL LOT # 2	SURCHARGE FOR DELIVERY
1	376 Pails	X	$ 55.00 (PER PAIL)	= $ 20,680.00 (NOT TO EXCEED)	$ No Bid FOB Watchung Only (PER PAIL)

NAME OF BIDDER: Weldon Materials, Inc.

*ASPHALT & STONE DELIVERY RATE BASED ON 22 TON MINIMUM

** CONCRETE: PLUS ADDIDITVE COSTS AS PER REQUESTED OR NEEDED

SECTION III – COOPERATIVE MEMBERS – 1st TWELVE (12) MONTHS

LOT # 3

ITEM #	QUANTITY (MORE OR LESS)	UNIT PRICE	GRAND TOTAL LOT # 3	SURCHARGE FOR DELIVERY
1	0 Gallons X	$ no bid (PER GALLON)	= $ no bid (NOT TO EXCEED)	$ no bid (PER GALLON)

LOT # 4

ITEM #	QUANTITY (MORE OR LESS)	UNIT PRICE	GRAND TOTAL LOT # 4	SURCHARGE FOR DELIVERY
1	378 Bags X	$ 18.50 (PER BAG)	= $ 6,993.00 (NOT TO EXCEED)	$ NO BID FOB Watchung only (PER BAG)

NAME OF BIDDER: Weldon Materials, Inc.

*ASPHALT & STONE DELIVERY RATE BASED ON 22 TON MINIMUM

** CONCRETE: PLUS ADDIDITVE COSTS AS PER REQUESTED OR NEEDED

SECTION IV – COOPERATIVE MEMBERS – 2nd TWELVE (12) MONTHS OPTION

[X] CHECK HERE IF WILLING TO PROVIDE THE GOODS AND SERVICES HEREIN BID UPON TO REGISTERED MEMBERS OF THE UNION COUNTY COOPERATIVE PRICING SYSTEM, IDENTIFIER #8-UCCP WHO HAVE SUBMITTED ESTIMATES, WITHOUT SUBSTITUTION OR DEVIATION FROM SPECIFICATIONS, SIZE, FEATURES, QUALITY, PRICE OR AVAILABILITY AS HEREIN SET FORTH. IT IS UNDERSTOOD THAT ORDERS WILL BE PLACED DIRECTLY BY THE REGISTERED MEMBERS IDENTIFIED HEREIN BY SEPARATE CONTRACT, SUBJECT TO THE OVERALL TERMS OF THE MASTER CONTRACT TO BE AWARDED BY THE COUNTY OF UNION, AND THAT NO ADDITIONAL SERVICES OR DELIVERY CHARGES WILL BE ALLOWED EXCEPT AS PERMITTED BY THESE SPEIFICATIONS.

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Initial

LOT # 1

ITEM #	QUANTITY (MORE OR LESS)	UNIT PRICE	SUB TOTAL	SURCHARGE FOR DELIVERY
1	2,495 Tons X	$ 53.00 (PER TON)	= $ 132,235.00	$ 10.00* (PER TON)
2	9,325 Tons X	$ 56.00 (PER TON)	= $ 522,200.00	$ 10.00* (PER TON)
3	162 Tandem Loads X	$ 375.00 (PER TANDEM LOAD)	= $ 60,750.00	$ N/A (PER LOAD)
4	20 Tons X	$ 625.00 (PER TON)	= $ 12,500.00	$ 10.00* (PER TON)
5	200 Tons X	$ 62.00 (PER TON)	= $ 12,400.00	$ 10.00* (PER TON)

NAME OF BIDDER: Weldon Materials, Inc.

*ASPHALT & STONE DELIVERY RATE BASED ON 22 TON MINIMUM

** CONCRETE: PLUS ADDIDITVE COSTS AS PER REQUESTED OR NEEDED

SECTION IV – COOPERATIVE MEMBERS – 2ND TWELVE (12) MONTHS OPTION

LOT # 1 - continued

ITEM #	QUANTITY (MORE OR LESS)		UNIT PRICE	SUB TOTAL	SURCHARGE FOR DELIVERY
6	670	Tons X	$ 55.00 (PER TON)	= $ 36,850.00	$ 10.00* (PER TON)
7	215	Tons X	$ 62.00 (PER TON)	= $ 13,330.00	$ 10.00* (PER TON)
8	265	Tons X	$ 180.00 (PER TON)	= $ 47,700.00	$ 7.50* (PER TON)
9	450	Sq. Ft. X	$ 1.65 (PER SQ. FT)	= $ 742.50	$ No Bid FOB Watchung Only (PER SQ. FT)
10	1,397	Tons X	$ 16.75 (PER TON)	= $ 23,399.75	$ 7.50* (PER TON)
11	230	Tons X	$ 16.75 (PER TON)	= $ 3,852.50	$ 7.50* (PER TON)
12	305	Tons X	$ 28.00 (PER TON)	= $ 8,540.00	$ 7.50* (PER TON)
13	190	Tons X	$ 20.25 (PER TON)	= $ 3,847.50	$ 7.50* (PER TON)
14	1,165	Tons X	$ 15.75 (PER TON)	= $ 18,348.75	$ 7.50* (PER TON)
15	290	Tons X	$ 6.75 (PER TON)	= $ 1,957.50	$ 7.50* (PER TON)
16	316	Tons X	$ 28.50 (PER TON)	= $ 9,006.00	$ 7.50* (PER TON)
17	414	Tons X	$ 28.50 (PER TON)	= $ 11,799.00	$ 7.50* (PER TON)
18	982	Bags X	$ 10.50 (PER BAG)	= $ 10,311.00	$ No Bid FOB Watchung Only (PER BAG)
19	672	Cu.Yds. X	$ 90.00** (PER CUBIC YARD)	= $ 60,480.00**	$ 260.00** (PER LOAD MAX 10 CU YD)

NAME OF BIDDER: Weldon Materials, Inc.

*ASPHALT & STONE DELIVERY RATE BASED ON 22 TON MINIMUM

** CONCRETE: PLUS ADDIDITVE COSTS AS PER REQUESTED OR NEEDED

SECTION IV – COOPERATIVE MEMBERS – 2ND TWELVE (12) MONTHS OPTION

LOT # 1 - continued

ITEM #	QUANTITY (MORE OR LESS)	UNIT PRICE	SUB TOTAL	SURCHARGE FOR DELIVERY
20	1,500 Lbs X	$ 1.60 (PER LB)	= $ 2,400.00	$ No Bid FOB Watchung Only (PER LB)
21	120 Tons X	$ 19.00 (PER TON)	= $ 2,280.00	$ 8.25* (PER TON)
22	335 Each X	$ 65.00 (PER BLOCK)	= $ 21,775.00	$ No Bid FOB Watchung Only (PER BLOCK)
23	0 Gallons X	$ 18.00 (PER GALLON)	= $ 0.00	$ No Bid FOB Watchung Only (PER GALLON)
24	840 Bags X	$ 9.25 (PER BAG)	= $ 7,770.00	$ No Bid FOB Watchung Only (PER BAG)
25	227 Tons X	$ 9.25 (PER TON)	= $ 2,099.75	$ 7.50* (PER TON)
26	1,036 Cu. Yds. X	$ 95.00** (PER CUBIC YARD)	= $ 98,420.00**	$ 260.00** (PER LOAD MAX 10 CU YD)
27	1,111 Cu.Yds. X	$ 92.00** (PER CUBIC YARD)	= $ 102,212.00**	$ 260.00** (PER LOAD MAX 10 CU YD)
28	520 Tandem Loads X	$ 375.00 (PER TANDEM LOAD)	= $ 195,000.00	$ NA (PER LOAD)

ASPHALT PRICE ADJUSTMENT PER TON
@ FEBRUARY 2018 @$409.00

GRAND TOTAL LOT #1 $1,422,206.25 fob only (NOT TO EXCEED)

GRAND TOTAL LOT #1 W/ DELIVERY $1,661,973.75

NOT ALL ITEMS ARE BID WITH DELIVERY

LOT # 2

ITEM #	QUANTITY (MORE OR LESS)	UNIT PRICE	GRAND TOTAL LOT # 2	SURCHARGE FOR DELIVERY
1	460 Pails X	$ 55.00 (PER PAIL)	= $ 25,300.00 (NOT TO EXCEED)	$ No Bid FOB Watchung Only (PER PAIL)

NAME OF BIDDER: Weldon Materials, Inc.

*ASPHALT & STONE DELIVERY RATE BASED ON 22 TON MINIMUM

** CONCRETE: PLUS ADDIDITVE COSTS AS PER REQUESTED OR NEEDED

SECTION IV – COOPERATIVE MEMBERS – 2ND TWELVE (12) MONTHS OPTION

LOT # 3

ITEM #	QUANTITY (MORE OR LESS)	UNIT PRICE	GRAND TOTAL LOT # 3	SURCHARGE FOR DELIVERY
1	0 Gallons X	$ No Bid (PER GALLON)	= $ No Bid (NOT TO EXCEED)	$ No Bid (PER GALLON)

LOT # 4

ITEM #	QUANTITY (MORE OR LESS)	UNIT PRICE	GRAND TOTAL LOT # 4	SURCHARGE FOR DELIVERY
1	409 Bags X	$ 18.75 (PER BAG)	= $ 7,668.75 (NOT TO EXCEED)	$ No Bid FOB Watchung Only (PER BAG)

NAME OF BIDDER: Weldon Materials, Inc.

*ASPHALT & STONE DELIVERY RATE BASED ON 22 TON MINIMUM

** CONCRETE: PLUS ADDIDITVE COSTS AS PER REQUESTED OR NEEDED

STATEMENT OF OWNERSHIP DISCLOSURE

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

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Weldon Materials, Inc.

Organization Address: 141 Central Avenue, Westfield, NJ 07090

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

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Richard T. Weldon	127 Curtis Point Dr. Mantoloking, NJ
William H. Weldon IV	P.O. Box 375, New Vernon, NJ

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Richard T. Weldon	127 Curtis Point Dr. Mantoloking, NJ
William H. Weldon IV	P.O. Box 375, New Vernon, NJ

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***County of Union*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***County of Union*** to notify the ***County of Union*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***County of Union*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Norbert W. Weldon	Title:	Vice President
Signature:		Date:	March 6, 2018

JOSEPH R. CORBALIS
NOTARY PUBLIC OF NEW JERSE
My Commission Expires Dec. 02, 2(
ID# 2294487

NON-COLLUSION AFFIDAVIT

Rev. 1/22/93

STATE OF New Jersey

SS:

COUNTY OF Union

I Norbert W. Weldon of the City of Summit, in the County of Union and the State of New Jersey, of full age, being duly sworn according to law, on my oath depose and say that: I am Vice President of the firm of Weldon Materials, Inc., the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participation 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 **COUNTY OF UNION, NEW JERSEY** relies upon the truth of the statements contained in said Proposal and in the statements contained in the 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 Weldon Materials, Inc. (N.J.S.A. 52:34-15).

NAME OF CONTRACTOR

Sign Name Here

(Original signature only; stamped signature not accepted)

Subscribed and sworn to before
Me this 6th day of March, 2018.

Notary Public of the State of New Jersey

My Commission expires JOSEPH R. CORBALIS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Dec 02, 2022
ID# 2294487

NOTE TO NOTARY: WHEN COMPLETING THIS JURAT, ALL NOTARIES MUST:

1. Indicate date. 2. Indicate State. 3. Sign name. 4. Affix name by Printing it, typing it, using a rubber stamp, using an impression seal or using a mechanical stamp.

Note: The person who signed the bid form for the bidder should sign this form also.

WARNING: IF YOU FAIL TO FULLY, ACCURATELY AND COMPLETELY FILL OUT THIS AFFIDAVIT OF NON-COLLUSION, YOU BID WILL BE REJECTED.

AFFIRMATIVE ACTION REQUIREMENT

Rev. 6/29/93

REQUIRED AFFIRMATIVE ACTION EVIDENCE

General Requirements of P.L. 1975, c. 127: You are hereby put on notice that:

A. **Procurement, Professional & Service Contracts**

All successful vendors must submit within seven days of the notice of intent to award or the signing of the contract one of the following: **PLEASE CHECK ONE**

☐ A photocopy of your Federal Letter of Affirmative Action Plan Approval

OR

☒ A photocopy of your Certificate of Employee Information Report

OR

☐ A completed Affirmative Action Employee Information Report (AA302)

If successful vendor does not submit the affirmative action document within the seven days the County of Union will declare the vendor as being non-responsive and award the contract to the next lowest bidder.

Weldon Materials, Inc.
Print or type FIRM NAME here

Sign NAME and TITLE here
(Original signature only, stamped signature not accepted)

Norbert W. Weldon Vice President
Print or type NAME and TITLE here

March 6, 2018
Print or type DATE

Certification 6686

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2016 to 15-MAR-2019

WELDON MATERIALS, INC./WELDON CONCRETE/WELDON
141 CENTRAL AVENUE
WESTFIELD NJ 07090

FORD M. SCUDDER
Acting State Treasurer

AMERICANS WITH DISABILITIES ACT

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the **County of Union** (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12.101 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 thereunto, 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 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, any pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Name Norbert W. Weldon (Please print or type)

Signature _____ Date March 6, 2018

NAME OF BIDDER: Weldon Materials, Inc.

COUNTY OF UNION NEW JERSEY
Division of Purchasing
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

Solicitation Number: BA UPPC 15-2018 Vendor/Bidder: Weldon Materials, Inc.

PART 1
CERTIFICATION
VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

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

CHECK THE APPROPRIATE BOX

☒ A. I certify, pursuant to Public Law 2012, c 25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.

OR

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

PART 2
PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in investment activities in Iran by completing the information below.

ENTITY NAME: _____
RELATIONSHIP TO VENDOR/BIDDER: _____
DESCRIPTION OF ACTIVITIES: _____
DURATION OF ENGAGEMENT: _____
ANTICIPATED CESSATION DATE: _____
VENDOR/BIDDER CONTACT NAME: _____
VENDOR/BIDDER CONTACT PHONE#: _____
Attach Additional Sheets If Necessary

CERTIFICATION
I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the County of Union, New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the County of Union to notify the County of Union in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the County of Union, permitting the County of Union to declare any contract(s) resulting from this certification void and unenforceable.

Signature _____ Date March 6, 2018

Norbert W. Weldon Vice President
Print Name and Title

BUSINESS REGISTRATION
Mandatory Requirement

P.L. 2009, c.315, requires that effective January 18, 2010; a contracting agency must receive proof of the bidder's business registration prior to the award of a contract. However, the proof must show that the bidder was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

If subcontractors are named on the bid, proof of the business registration for each must be provided prior to the award of a contract. Similarly to the bidder, the proof must show that each subcontractor was registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of Treasury, Division of Revenue; or
- A copy of the web printed version provided by the NJ Division of Revenue

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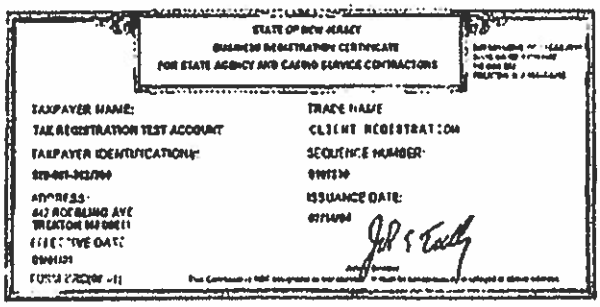
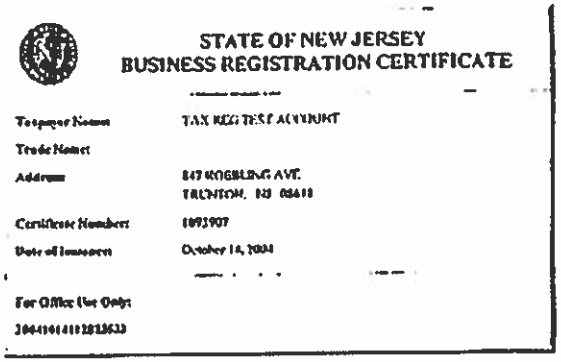




ATTACH BRC HERE

Sincerely,

John E. Tully, CPA
Acting Director

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
WELDON MATERIALS, INC.

TRADE NAME:
WELDON CONCRETE CO

TAXPAYER IDENTIFICATION#:
222-801-289/002

SEQUENCE NUMBER:
1070974

ADDRESS:
141 CENTRAL AVE.
WESTFIELD NJ 07090

ISSUANCE DATE:
07/14/04

EFFECTIVE DATE:
10/01/91

Acting Director

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address

Sincerely,

Patricia A. Chiacchio

Patricia A. Chiacchio
Director, Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J 08646-0252

TAXPAYER NAME:
WELDON MATERIALS, INC.

TRADE NAME:
FANWOOD CRUSHED STONE CO

TAXPAYER IDENTIFICATION#
222-801-289/003

CONTRACTOR CERTIFICATION#
0075161

ADDRESS
141 CENTRAL AVE
WESTFIELD NJ 07090

ISSUANCE DATE:
12/07/01

EFFECTIVE DATE
10/01/00

Patricia A. Chiacchio
Director, Division of Revenue

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

11/30/01

Taxpayer Identification# 222-801-289/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law (Public Law 2001, c.134) requires all contractors and subcontractors with State, county and municipal agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State, county or municipal agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609) 292-1730.

I wish you continued success in your business endeavors.

Sincerely,

Patricia A. Chiacchio

Patricia A. Chiacchio
Director, Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
WELDON MATERIALS, INC.

TRADE NAME:
WELDON ASPHALT DIVISION

TAXPAYER IDENTIFICATION#
222-801-289/000

CONTRACTOR CERTIFICATION#
0075161

ADDRESS
141 CENTRAL AVENUE
WESTFIELD NJ 07090

ISSUANCE DATE:
11/30/01

EFFECTIVE DATE:
05/11/87

Patricia A. Chiacchio
Director, Division of Revenue

FORM-BRC(08-01) This Certificate is NOT assignable or transferable—It must be conspicuously displayed at above address

MAP

Attach copy of Google Map or Mapquest from address of asphalt plant to nearest Union County Boarder as per Page 9.

NAME OF BIDDER: Weldon Materials, Inc.

HOME (/) CONCRETE (/CONCRETE.HTML) AGGREGATES (/AGGREGATES.HTML)

weldon materials, inc. (http://www.weldonmat.com) ASPHALT (/ASPHALT.HTML) SUPPLY-YARDS (/SUPPLY-YARDS.HTML)

OUR LOCATIONS

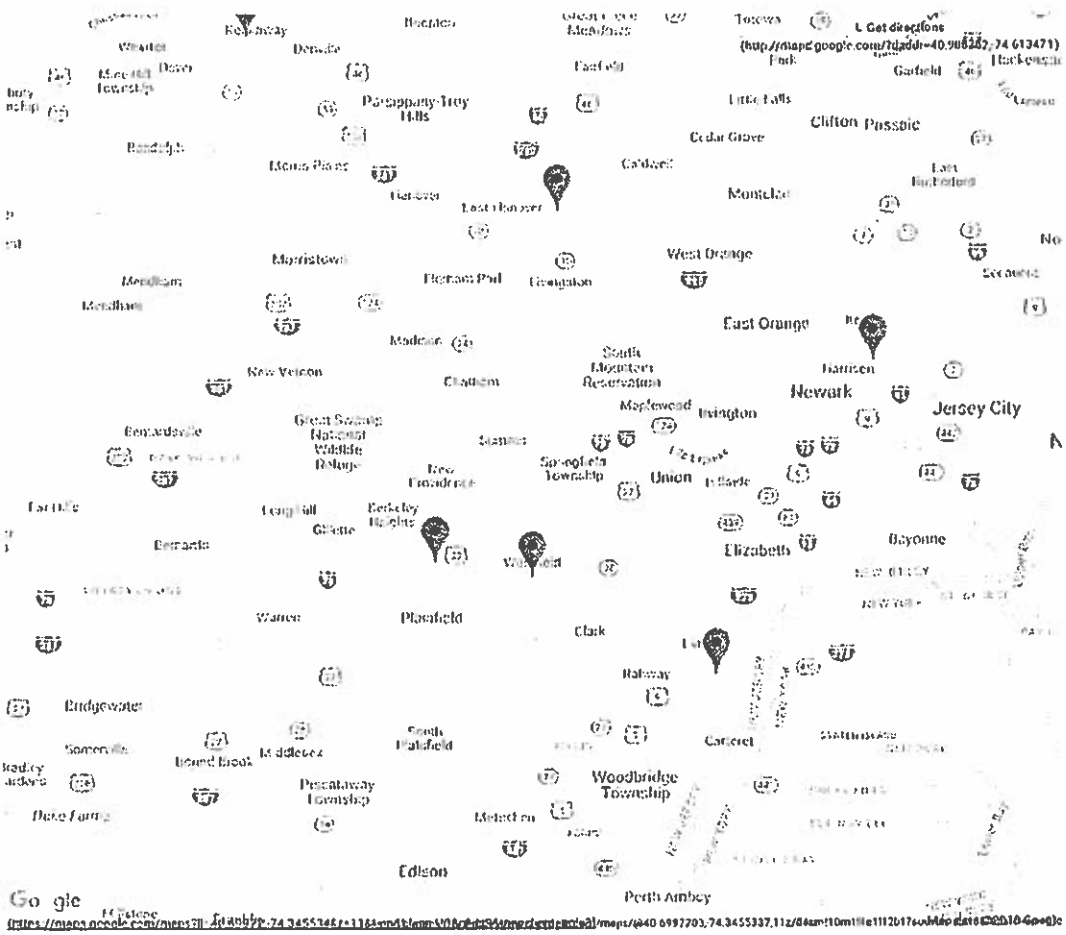
OUR LOCATIONS (/OUR-LOCATIONS.HTML) CONTACT US (/CONTACT-US-2.HTML)

Weldon Materials operates 7 locations in the Northern New Jersey area

Plants and Quarries are strategically placed to offer ease of access and proximity to truck transportation routes

The map below provides information about all our locations as well as driving interactive driving directions

You Can Also Download "truck friendly" directions here (/our-locations.html?id=111;truck-friendly-directions&catid=43;general-info) .



HELP CENTER

SDS - SAFETY DATA SHEET (/SDS.HTML)

CONTACT INFO

141 Central Ave.
Westfield, NJ 07090
Phone: (908) 233-4444

INDUSTRY RESOURCES

NJ Concrete & Aggregate Assoc. (http://www.njconcrete.com/)
NJ Asphalt Pavement Association

COUNTY OF UNION

BID SUBMISSION CHECKLIST

ROAD MATERIALS

BA UCCP 15-2018

DM 1. Bid Form Page(s)

DM 2. Bidder Signature Page – *follow instructions and fill out completely*

DM 3. Statement of Ownership (4 pages) – *fill out completely and notarize*

DM 4. Non-Collusion Affidavit – *fill out completely and notarize*

DM 5. Affirmative Action Requirement

DM 6. Americans with Disabilities Form

DM 7. Disclosure of Investment Activities in Iran

DM 8. Copy of a State of New Jersey **Business Registration Certificate ("BRC")** issued in the company name of the bidder and in the names of any subcontractors, if applicable

DM 9. Map

_____ 10. Addenda Receipt Form – ONLY INCLUDE IF ADDENDA(S) WERE RECEIVED

Each bidder should complete this form, initial each entry, sign and date at the bottom and submit with bid.

NAME OF BIDDER Weldon Materials, Inc. DATE March 6, 2018

COUNTY OF UNION

Invitation to Bid

SEALED BIDS will be received by the Director of the Division of Purchasing of the County of Union, New Jersey or his designee on, **March 8, 2018** at **2:30 p.m.** prevailing time, in the **3rd Floor Conference Room**, U.C. Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey for:

Road Materials
BA # UCCP 15-2018

in accordance with the specifications and forms of the bid packages furnished by the Division of Purchasing. The County reserves the right to reject any and all bids and to waive any and all informalities in the bid.

Please be advised that the work, materials or supplies in the specifications are being obtained through a **Cooperative Pricing System – ID# 8-UCCP** approved and registered with the State of New Jersey. The County of Union is the Lead Agency and there are a variable number of governmental agencies participating in this contract.

Bids shall be submitted in a sealed envelope and clearly marked with the subject of the bid, name and address of the bidder, phone & fax number, and date of the bid opening. Each bid must be delivered to reach the Division of Purchasing prior to the stated time of the opening of the bids. **No** late bids will be accepted. The County will not be responsible for late delivery by the U.S. Mail or any other carrier.

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

Bid packages may be obtained by registering and downloading at http://ucnj.org/bid-specs or in person from the Division of Purchasing (3rd floor), Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey or via U.S. Mail per request. Fax requests for bid packages to 908-558-2548 or call 908-527-4130.

Laura Scutari-Director of Purchasing.

UNION COUNTY BOARD
OF CHOSEN FREEHOLDERS

We're Connected to You!

GENERAL SPECIFICATIONS

Revised 10/06/14
Commodities

1. RECEIPT OF BIDS

The Division of Purchasing will receive sealed bids for this work at the Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207 on the date and time and in the room noted on the sheet marked "Notice to Bidders".

Bids for this work should be enclosed in a sealed envelope addressed to the Purchasing Division, County of Union, New Jersey, Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207, with the full name of the bid and the bid opening date and time clearly marked on the outside. Any outer shipping container must be marked in the same way. Refer to the sheet marked "Notice to Bidders" for the correct name of the bid and the bid opening date.

The County will not assume responsibility for bids forwarded by U.S. mail or any other delivery service. It is the bidder's responsibility to see that the bids are presented to the Purchasing Division at the time and place designated. Under no circumstances will a bid be accepted after the time designated for the bid opening.

All Bid Form pages are to be filled out with a typewriter or pen and ink. The bidder in ink must initial erasures or alterations. Bid prices will be accepted only on the Bidding Sheet supplied. Unit prices and totals must be inserted in the space provided. In the event of a discrepancy between the unit price given and the extended total, the unit price shall govern.

All delivery costs (FOB: Union County Ship To Address) shall be included in the total bid prices, unless the bid specifications specifically state otherwise.

Alternate bids will not be accepted unless specifically requested.

N.J.S.A. 54:32B-1 et seq. exempts all materials sold to the County of Union from sales or use taxes and these should not be included in the prices provided on the Bidding Sheet.

The Bidder's Signature Page, Non-Collusion Affidavit, and Bidder's Disclosure Statement must be completely filled out and submitted in the sealed bid. If specified, Equipment Statement, Experience Statement, Bid Bond, Consent of Surety, N.J. Public Works Contractor's Registration Certificate, a State of New Jersey Department of the Treasury Business Registration Certificate and List of Subcontractors must also be included in the sealed bid. Refer to the Bid Document Submission Checklist for all required documents.

Bidders shall be required to furnish their literature and or samples where feasible and specifications of the items proposed to be supplied along with the sealed bid.

2. BID AND PERFORMANCE GUARANTEE

If specified, each bidder must furnish a guarantee in the form of a Bid Bond, Certified Check or Bank Cashier's Check in the required amount as specified on the Bid Document Submission Checklist page. Checks shall be drawn to the order of the County of Union, New Jersey.

If specified, each bidder must furnish with the bid, the Consent of Surety form signed by a Surety Company stating that if the bid is accepted the Surety Company which provides the Consent shall be required to furnish a Performance Bond in the amount as specified on the Bid Document Submission Checklist page. Such Surety Company will provide the Contractor with Bonds guaranteeing the faithful performance of the work in accordance with the specifications, and the payment for labor, materials, and all other indebtedness which may accrue on the account of this work. The Performance Bond will be required at the time of the signing of the Contract and will be written by a firm authorized to issue the bonds under the laws of the State of New Jersey and be in a form acceptable to the County Counsel. The County of Union has provided its Consent of Surety form for your use. The use of this form by your Surety Company will expedite the bid review process and eliminate the possibility of having your bid rejected. If, however, you should need to use another form, please use language similar to that used on the Union County form and avoid making any additions or deletions to the Union County form language. The Performance Bond will have a term equal to the entire contract period. In lieu of the Consent of Surety, the Bidder **MAY** submit a Certified Check for the required amount

The County will return all bid guarantees after the bids have been opened, read, tabulated and checked except those of the three (3) bidders whose bids are considered the lowest, responsible, responsive bids. The bid guarantees of the low three (3) bidders will be returned within ten (10) days of the date of the award of the contract.

If the successful bidder refuses or neglects to sign the said Agreement and/or fails to furnish the required performance bond, the Surety of such bidder will be held and used by the County as liquidated damages for such refusal or neglect.

3. QUALIFICATION OF BIDDERS

The County of Union **MAY** make such investigation, as it deems necessary to determine the ability of bidder to perform the work. The County of Union reserves the right to reject any bid if investigation of such bidder fails to satisfy the County of Union that such bidder is properly qualified to carry out obligations of Contract, and to complete work contemplated therein.

Bidders are required to submit the names and addresses of the officers or principals of the Corporation, firm or partnership submitting a proposal or bid. Failure to comply will result in the rejection of such bid as non-responsive.

The County of Union has the right to reject any and all bids from any bidder that is in, or contemplates bankruptcy of any chapter or nature. Said bidder shall notify the County, in writing, of any condition or knowledge of the same.

4. RESERVATIONS

The County reserves the right to reject any or all bids and also reserves the right to waive any non-material defects in the bids received. The contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract or any part thereof to anyone without the written consent of the County of Union, New Jersey.

5. AWARD AND EXECUTION OF CONTRACTS

The County of Union, in accordance with N.J.S.A. 40A:11-24, shall award the contract or reject all bids within 60 days; except that the bids of any bidders who consent thereto **MAY**, at the request of the County be held for consideration for such longer periods as may be agreed.

When two or more low bids are equal in all respects, awards will be made according to the provisions of N.J.S.A 40A:11-6.1(d).

6. BRAND NAMES

Whenever an item specified by manufacturer's model number, brand or trade name, it is understood that such description is only for the purpose of defining the level of quality desired, and does not in any way restrict bidding to the named brand. Bids on other brands **MAY** be submitted by any responsible supplier, provided such brands are equal to or better than the one named in the specifications. However, the burden of proof as to the comparative quality and suitability of alternate or substitute equipment, articles or materials lies with bidder and, he shall furnish, at his own expense, all information necessary or related thereto as required by the County of Union. The County of Union shall be the sole judge as to the comparative quality and suitability of alternate or substitute equipment, articles or materials, and the decision shall be final.

The trade name(s) or brand name(s) offered must be shown on the vendor's response bid form pages.

7. PATENT CLAIMS

The successful bidder (contractor) shall protect and save the County harmless from all and every demand for damages, royalties, or fees on any patented invention used by it in connection with the supplies furnished under this contract hereunder, and it shall be the duty of the contractor, if so demanded by the County, to furnish said County with a proper legal release or indemnity from and against all such claims and any and all payments due under such contract are furnished if the County so elects.

8. PREFERENCE FOR DOMESTIC PRODUCTS

Each local unit shall provide, in the specifications for all contracts for county or municipal work or for work for which it will pay any part of the cost, or work which by contract or ordinance it will ultimately own and maintain, that only manufactured and farm products of the United States, wherever available, be used in such work.

9. INSURANCE REQUIREMENTS

Vendor shall procure and maintain at all times while the contract is in full force and effect, the following insurance coverage with an insurance company or companies acceptable to the County, with limits not less than those shown below. A Certificate of Insurance shall be filed with the County prior to commencement of the work reflecting the following:

a) Commercial General Liability (CGL): Coverage for all operations including, but not limited to, contractual, products and completed operations, and personal injury with limits no less than $1,000,000 per occurrence/$2,000,000 aggregate. The County of Union, its Board of Chosen Freeholders, officers, employees, agents, servants and the State of New Jersey; are included as Additional Insured. The General Liability Insurance coverage is provided on primary and non-contributory basis to the County of Union, et al.

b) Automobile Liability: Coverage for all owned, non-owned and hired vehicles with limits not less than $1,000,000 per occurrence, combined single limits (CSL) or its equivalent.

c) Workers Compensation: As required by the State of New Jersey and Employers Liability with limits not less than $1,000,000 per accident for bodily injury or disease.

Where applicable, a waiver of subrogation in favor of the County of Union, its Board of Chosen Freeholders, officers, employees, agents, servants is to be included in those policies of insurance where permitted by law.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

*Special Risks or Circumstances: The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

10. INDEMNIFICATION REQUIREMENTS

The Supplier shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the contract which is attributable to personal injury, including bodily injury, property damage and the loss of use resulting there from, or the loss of use of tangible property, which has not been physically injured or destroyed, and is caused in whole or in part by an act or omission of the Supplier, any subcontractor of the supplier, any one directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

11. NON-DISCRIMINATION

The parties to this contract do hereby agree to comply with the provisions of N.J.S.A. 10:2-1 through 10:2-4, N.J.S.A. 10:5-31 through 10:5-38, et seq. (P.L. 1975, c. 127), dealing with discrimination in employment on public contracts and the rules and regulations promulgated pursuant thereunto are hereby made a part of this contract and are binding on them. The bidder agrees that it will not discriminate against any employee who is employed in the work to be covered by any contract resulting from this bid because of color, race, creed, religion, national origin or ancestry.

12. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read the Americans with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the owner harmless.

13. INVESTMENT ACTIVITIES WITH IRAN

Pursuant to P.L. 2012, c.25, codified as NJSA 52:32-55 *et seq.*, prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.

14. AFFIRMATIVE ACTION REQUIREMENT

REQUIRED AFFIRMATIVE ACTION EVIDENCE – General Requirements of P.L. 1975, c. 127. You are hereby put on notice that:

A. Procurement, Professional & Service Contracts; all successful vendors must submit within seven (7) days of the notice of intent to award or the signing of the contract one of the following:

   1. A photocopy of your Federal Letter of Affirmative Action Plan Approval.
   2. A photocopy of your Certificate of Employee Information Report.
   3. A completed Affirmative Action Employee Information Report (AA302).

If the successful vendor does not submit the affirmative action document within the seven (7) days, the County of Union will declare the vendor as being non-responsive and award the contract to the next lowest bidder.

15. TERMINATION OF CONTRACT

If, through any cause, the successful Supplier fails to fulfill in timely and proper manner its contractual obligations, or if the Supplier violates any of the warranties or stipulations of its contract, the County will thereupon have the right to terminate such contract by giving ten days written notice to the Supplier of such termination and cause therefore, and specifying the effective date of such termination.

In addition, Union County may terminate the Contract without cause by first giving thirty (30) days prior written notice of its intent to do so. Notice hereunder shall be deemed to have been sufficiently given if given in person to the Supplier, or sent by registered mail at the addresses specified in the Contract.

16. RIGHT TO KNOW ACT

The provisions of N.J.S.A. 34:5A-I et seq. and N.J.A.C 5:89-5 et seq., which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the County or used by a contractor in the course of any construction, maintenance, repair or performance of a concession must be labeled and stored by the contractor in compliance with the provisions of the Act. Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) aka hazardous substance fact Sheet, must be furnished.

(REVISED 4/10)

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)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

BUSINESS REGISTRATION CERTIFICATE

New Mandatory Requirement – Effective 1/18/2010

The recently enacted P.L. 2009, c.315, requires that effective January 18, 2010; a contracting agency must receive proof of the Proposer's business registration prior to the award of a contract. However, the proof must show that the Proposer was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

If subcontractors are named on the bid, proof of the business registration for each must be provided prior to the award of a contract. Similarly to the Proposer, the proof must show that each subcontractor was registered with the State of New Jersey Department of the treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of the Treasury, Division of Revenue; or
- A copy of the web printed version provided by the NJ Division of Revenue

Register online at www.nj.gov/treasury/revenue/busregcert.shtml. Click the "online" link and then select "Register for Tax and Employer Purposes or call the Division at 609-292-1730.
Note: A N.J. Certificate of Authority is not acceptable.

FAILURE to submit proof of registration of the Proposer or any subcontractor named on the bid is considered a **MANDATORY REJECTION** of bids (**A NON-WAIVABLE DEFECT**). This covers construction work as well as non-construction bids.

IN ADDITION:

The contractor shall provide written notice to all **subcontractors and suppliers** not specifically named on the bid of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001,c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977,c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

(3 27 12)

COUNTY OF UNION

The purpose and intent of this public bid is the acquisition for the County of Union of a reputable and experience vendor who can furnish and deliver **ROAD MATERIALS** to various locations in Union County as per the following specifications.

In addition, please be advised that the work, materials or supplies requested in the specifications are being obtained through the County of Union cooperative pricing system approved and registered with the State of New Jersey. (State of N.J. Identifier #8-UCCP) The County of Union is the Lead Agency in the System and there are a number of governmental agencies participating in this contract. The specifics of which governmental agencies are seeking what quantities are listed elsewhere in these specifications.

The cooperative pricing system is a straightforward arrangement. The County of Union advertises for and receives bids for its self and on behalf of all participating contracting units. Following the receipt of bids, the County of Union reviews said bids and upon certifying a lowest responsible and responsive bidder makes an award of a master contract for the County of Union alone. The County of Union shall enter into a formal written contract directly with the successful bidder only after it has certified the funds available for its own needs.

After recommendation of award of the County master contract by the using department of the County, the cooperative members will be provided the bid proposal information and decide individually whether or not to contract with the lowest responsible and responsive bidder subject to the specifications and prices set forth in the cooperative bid.

Each participating cooperative member shall also certify the funds available only for its own needs; meet any and all statutory requirements of the Local Public Contract Law & Rules; issue purchase orders in its own name directly to successful bidder; accept its own deliveries; be invoiced by and receive statements from the successful bidder; make payments directly to the successful bidder, and be responsible for any tax liability.

No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other participating contracting unit. Each participating contracting unit shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.

BITUMINOUS ROAD MAINTENANCE MATERIALS

SCOPE

The vendor shall furnish and, if directed, deliver the various items of bituminous concrete, additives and membrane materials as scheduled in these specifications.

MATERIAL SUPPLY & DELIVERY

The vendor shall provide the materials when requested by the County. County trucks will pick up the materials at the plant. Occasionally, the County trucks will not be available to haul the bid materials; the vendor shall provide a surcharge for delivery on the Bid Form Page to deliver to job sites within Union County. **Trucking based on the 22 Ton Minimum.**

The vendor shall load the County supplied trucks as they arrive at the plant in the same and manner as other customers of the vendor. No delay in loading shall be caused by the vendor by showing preference to other trucks within the plant.

The County shall provide a one-day notice by phone or in writing to the vendor to arrange delivery service.

In order to better serve the County of Union and the Cooperative Purchasing Agreement, participating municipalities, it is imperative that the successful bidder shall maintain an asphalt plant within five (5) miles of the nearest Union County border, as this will ensure both municipal and county haul trucks that the bituminous concrete material will arrive at the various job sites within the working temperature limits in accordance with the NJDOT specifications, section 404.12.

CERTIFIED WEIGHTS

If applicable, each truckload of materials shall be weighed by a Certified Weight Master on scales certified by the State. The Weight Master shall furnish to the truck driver duplicate tickets showing gross, tare and net weights with his official seal affixed thereto. The weight tickets will also clearly identify the material supplied.

BITUMINOUS CONCRETE MATERIALS

Materials shall conform to the current specifications of Section 903 in the **New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction,** 1989 commonly called the "blue book", and as stated herein.

BITUMINOUS MATERIALS

Materials shall conform to the current specifications of Section 904 of the blue book and as stated herein.

Payment to Vendor is to be made within forty-five (45) days after the receipt of Vendor's invoice and a signed County voucher attesting to the delivery of the goods and services by some officer or duly designated employee of the using County entity and after approval of the appropriate Department Head. The Vendor shall prepare invoices and shall submit them to the office/designated employee of the using County entity.

The vendor will not provide any goods and/or services without a valid and current purchase order from the County unit indicating account number and encumbrance.

Any questions regarding the bid can be emailed to ucbids@ucnj.org or faxed to the Division of Purchasing, clearly marked with the BID # and BID NAME, at (908) 558-2548. If necessary, the Purchasing Director will then issue a clarification

PRICE ADJUSTMENT FOR ASPHALT MATERIALS AND FUEL ONLY

In accordance with recent changes in the law and the requirements of N.J.S.A. 40A:11-13, specifically Section (g)

"asphalt price index" means the asphalt price index as determined and published by the New Jersey Department of Transportation;

"basic asphalt price index" means the asphalt price index for the month preceding the month in which the bids are opened;

"department" means the New Jersey Department of Transportation;

"fuel price index" means the fuel price index as determined and published by the New Jersey Department of Transportation; and

"pay item" means a specifically described item of work for which the bidder provides a per unit or lump sum price in a bid specification determined and published by the New Jersey Department of Transportation.

The asphalt price adjustment shall be calculated in accordance with the formula and relevant instructions published in the most recent edition of the "New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction." All invoices for payment shall be accompanied by the calculation of any asphalt price adjustment and a showing of the current month's asphalt price index and the basic asphalt price index.

The following section and protocol for adjusting asphalt prices are taken from the NJDOT 2007 Standard specifictions for Road and Bridge Contruction, as amended:

160.03.02 Asphalt Price Adjustment

The Department will make monthly price adjustments for asphalt binder usage. The Department will calculate asphalt price adjustments based on the quantities of items containing asphalt binder constructed during a given month.

Price adjustments may result in an increased payment to the Contractor for increases in the price index and may result in a reduction in payment for decreases in the price index.

The Department will calculate the asphalt price adjustment by the following formula:

$$A = (MA - BA) \times T$$

Where:

A = Asphalt Price Adjustment

MA = Monthly Asphalt Price Index

BA = Basic Asphalt Price Index

T = Tons of New Asphalt Binder[1]

[1]The Department will determine the weight of asphalt binder for price adjustment by multiplying the percentage of new asphalt binder in the approved job mix formula by the weight of the item containing asphalt binder. If a Hot Mix Asphalt item has a payment unit other than ton, the Department will apply an appropriate conversion factor to determine the number of tons used.

For TACK COAT and PRIME COAT, the Department will calculate asphalt price adjustments by the following formula:

A = (B) x (I) (C) x (M) x (G)

Where:

A = Asphalt Price Adjustment

B = Bid Price for Tack Coat/ Prime Coat

I = Asphalt Price Adjustment Factor

MA = Monthly Asphalt Price Index

BA = Basic Asphalt Price Index

C = Petroleum Content of the Tack Coat and Prime Coat in Percent by Volume:

Use 100% for cutbacks and Tack Coat 64-22

60% for Polymer Modified Tack Coat

60% for RS or similar type emulsions

M = Percentage of Bid Price Applicable to Materials Only: Use 82%

G = Gallons of Tack Coat and Prime Coat Furnished and Applied

The monthly asphalt price index, as determined by the Department, will be the average of quotations from suppliers serving the area in which the Project is located, and will be determined by the Department each month. The Department will post the monthly asphalt price index every month on the Department's web site.

The basic asphalt price index is the asphalt price index for the month before the opening of bids. The Department will use the asphalt price index for the month before the regular monthly estimate cut off date as the monthly asphalt price index.

If the monthly asphalt price index increases 50 percent or more over the basic asphalt price index, do not perform work on Items containing asphalt binder without written approval from the RE.

Further, this bid is eligible for a fuel price adjustment. Fuel that is eligible for a fuel price adjustment shall be the sum of the quantities of the eligible pay items in the contract multiplied by the fuel usage factors as determined by the department. The types of fuel furnished shall be at the discretion of the contractor.

The fuel requirement for items not determined by the department to be eligible, and for pay items in the bid specifications calling for less than 500 gallons of fuel, shall not be eligible for a fuel price adjustment. If more than one pay item has the same nomenclature but with different thicknesses, depths, or types, each individual pay item must require 500 gallons or more of fuel to be eligible for a fuel price adjustment. If more than one pay item has the same nomenclature, similar pay items shall be combined and the combination must require 500 gallons or more of fuel to be eligible for the fuel price adjustment.

Fuel price index adjustments shall not be made in those months for which the monthly fuel price index has changed by less than five percent from the basic fuel price index.

CONTRACT PERIOD

The period of the contract shall be for twelve (12) consecutive months with an option for an additional twelve (12) months contract subject to the following limitations: the option contract shall be awarded by resolution of the governing body (within 60 days prior to the expiration date) upon a finding by the governing body that the services are being performed in an effective and efficient manner.

SPECIFICATIONS

LOT # 1

Item # 1 **Base Course, I-2,** shall be Mix designation I-2 from Table 903-1 on page 395 of the blue book. It is commonly called Stabilized Base. The nominal maximum size of the aggregate is 1 ½". Up to 20% of reclaimed asphalt pavement will be allowed in the stabilized base mix. **Tons**

Item # 2 **Surface Course, Top Layer, I-5,** shall be Mix designation from Table 903-1 of the blue book. It is commonly called FA-BC Top. The nominal maximum size of the aggregate is ⅜". Up to 10% of the reclaimed asphalt pavement will be allowed in the top layer of surface course. **Tons**

Item # 3 The winning vendor shall be required to accept tandem loads of recycled asphaltic material from County trucks. Schedule to be mutually agreed upon. **Tandem Loads**

Item # 4 **Surface Course, Top Layer, I-5 w/ Gilsonite additive,** shall be Mix designation from Table 903-1 of the blue book. It is commonly called FA-BC Top. The nominal maximum size of the aggregate is ⅜". Up to 10% of the reclaimed asphalt pavement will be allowed in the top layer of surface course. **GILSONITE,** to be incorporated into bituminous concrete surface course, shall be as manufactured by the Ziegler Chemical and Mineral Corporation 100 Jericho Quadrangle, Jericho, New York, 11753. Gilsonite shall be incorporated into the bituminous concrete as recommend by the manufacturer at the rate of one bag (11 lbs.) per ton of bituminous concrete. **Tons**

Item # 5 **Surface Course, Top Layer, I-6,** shall be Mix designation I-6 from Table 903-1 of the blue book. It is commonly called SP-1. The nominal maximum size of aggregate ¼" (No. 4 sieve). Up to 10% of reclaimed asphalt pavement will allow in this top layer of surface course. **Tons**

Item # 6 **Surface Course, Top Layer, I-4,** shall be Mix designation I-4 from Table 903-1 on pages 395 of the blue book. It is commonly called MA-BC Top. The nominal maximum size of the aggregate is ¾". Up to 10% of reclaimed asphalt pavement will be allowed in this top layer of surface course. **Tons**

Item # 7 **Bituminous Concrete-** ¼ " Top Mix **Tons**

Item # 8 **Bituminous Concrete Patch, Cold Mix,** shall conform to Article 903.04 of the blue book. The mixture shall be sufficiently workable to allow easy spreading and raking when taken from a stockpile. It is commonly called cold patch or stockpile mix. **Tons**

Item # 9 **Asphalt Membrane GEO-TAC** **Square Feet**

Item # 10 **#57 Stone ¾"Clean Stone** **Tons**

Item # 11 **#3 Stone 1 ½" Clean Stone** **Tons**

Item # 12 **#8 Stone ⅜" Clean Stone** **Tons**

Item # 13 **#2 Stone 2 ½" Clean Stone** **Tons**

Item # 14 **Quarry Process Type Class A** **Tons**

Item # 15 **Road Blend "Recycled Concrete Asphalt" DGA Tons**

Item # 16	C-33 Fine Aggregate Concrete Sand	Tons
Item # 17	C-144 Mason Sand	Tons
Item # 18	Portland Cement	94 lb. Bags
Item # 19	Concrete 4500 Mix	Cubic Yards
Item # 20	Crack Filler PCF	Lbs.
Item # 21	4" – 12" Rip-Rap	Tons
Item # 22	Bin Block	Each
Item # 23	UPM Koflo	Gallons
Item # 24	Quicrete 5,000	80 lbs. Bags
Item # 25	Binder Dust	Tons
Item # 26	Ready Mix Concrete – Class A	Cubic Yards
Item # 27	Ready Mix Concrete – Class B DOT Concrete Mix	Cubic Yards
Item #28	Recycled Concrete	Tandem Loads

(BIDDERS MUST BID ON ALL THE ITEMS WITHIN LOT #1 TO BE CONSIDERED RESPONSIVE)

LOT # 2

Item # 1	Tack Kote	Five (5) Gallon Pails

LOT # 3

Item # 1 - AC-20 Oil Grade Asphaltic Cement, Grade AC-20 shall conform to AASHTO M 226, Table 2.
Gallons

LOT # 4

Item # 1	Cold Mix Bagged QPR or UPM	50 lb.Bags

COUNTY OF UNION ESTIMATE TOTALS FOR EACH COMMODITY

The following represents the County's individual estimates for 12 months. These figures are derived from past use and need and shall not be construed as a guarantee. All estimates are considered to be "More or Less".

LOT # 1		LOT # 1 (continued)		LOT # 2	
Item # 1	1,200 Tons	Item # 15	2,150 Tons	Item # 1	25 Pails
Item # 2	5,000 Tons	Item # 16	50 Tons	**LOT # 3**	
Item # 3	300 Tandem Loads	Item # 17	300 Tons	Item # 1	750 Gallons
Item # 4	25 Tons	Item # 18	220 Bags	**LOT # 4**	
Item # 5	50 Tons	Item # 19	50 Cubic Yards	Item # 1	250 Bags
Item # 6	50 Tons	Item # 20	50 Lbs		
Item # 7	75 Tons	Item # 21	500 Tons		
Item # 8	60 Tons	Item # 22	75 Each		
Item # 9	500 Sq. Ft.	Item # 23	30 Gallons		
Item # 10	1400 Tons	Item # 24	500 Bags		
Item # 11	100 Tons	Item # 25	300 Tons		
Item # 12	295 Tons	Item # 26	75 Cubic Yards		
Item # 13	550 Tons	Item # 27	75 Cubic Yards		
Item # 14	3,400 Tons	Item # 28	60 Tandem Loads		

THE QUANTITIES SPECIFIED ARE DERIVED FROM HISTORICAL PURCHASING RECORDS OF THE COUNTY AND ITS COOPERATIVE MEMBERS AND ARE GIVEN FOR THE INFORMATION OF THE BIDDER AND FOR THE PURPOSE OF THE BID EVALUATION. THE BIDDER SHOULD UNDERSTAND THE QUANTITIES ESTIMATED IN THESE SPECIFICATIONS ARE IN NO WAY GUARANTEED AS MINIMUM OR MAXIMUM QUANTITIES. THE ESTIMATED QUANTITIES PROVIDED DO NOT INDICATE THE ACTUAL QUANTITIES THAT THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH AND DELIVER, SINCE THE ACTUAL QUANTITIES MAY VARY DURING THE TERM OF THE CONTRACT. THERE SHALL BE NO MINIMUM PURCHASE OBLIGATION ON THE PART OF THE COUNTY OR ITS COOPERATIVE MEMBERS.

PLEASE NOTE THAT THE ENSUING CONTRACT IS INTENDED TO BE OPEN END CONTRACT AS ALLOWD UNDER N.J.A.C. 5:30 ET SEQ. AND, IN ACCORDANCE WITH THE RULES, THE MINIMUM NUMBER SET ON THE BID SHALL BE ZERO AND THE MAXIMUM SHALL BE THE FIGURE ESTIMATED FOR EACH COMMODITY.