

Bid No. 2021-07-21

TOWNSHIP OF PISCATAWAY
MIDDLESEX COUNTY
NEW JERSEY
TOWNSHIP OF PISCATAWAY

“2021- ROAD RECONSTRUCTION- SUNBURST LANE”

MAYOR
BRIAN WAHLER

PISCATAWAY TOWNSHIP COUNCIL
KAPIL K. SHAH, COUNCIL PRESIDENT
MICHELE LOMBARDI, COUNCIL VICE PRESIDENT
GABRIELLE CAHILL
JAMES BULLARD
STEVE D. CAHN
FRANK UHRIN
LINWOOD ROUSE

BUSINESS ADMINISTRATOR
TIMOTHY J. DACEY

TOWNSHIP CLERK
MELISSA A. SEADER

PROJECT MANAGER
GUY GASPARI, P.E. P. L.S., P.P., C.P.W.M.
DIRECTOR OF PUBLIC WORKS
455 HOES LANE PISCATAWAY, NJ 08854

**ANY QUESTIONS MUST BE E-MAILED TO Purchasing@piscatawaynj.org NO LATER
THAN JULY 6, 2021. @ 12noon. PHONE CALLS WILL NOT BE ACCEPTED THERE WILL
BE NO EXCEPTIONS.**

Bid Opening Date: Thursday July 15, 2021 AT 2:00 PM

BIDDER: _____

ADDRESS: _____

TEL. NO.: _____

EMAIL: _____

BID NO: 2021-07-21

**NOTICE TO BIDDERS
TOWNSHIP OF PISCATAWAY
MIDDLESEX COUNTY, NEW JERSEY**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Business Administrator or designated representative, for the Township of Piscataway, on THURSDAY, JULY 15, 2021 at 2:00PM prevailing time, which will be publicly and read via zoom as listed below. This bid opening will be broadcast LIVE via Zoom @ 2:00pm. Bids must be dropped off to the Purchasing Agent by or before 12noon. Bids will be publicly opened and reviewed for completeness for the following:

“2021- ROAD RECONSTRUCTION-SUNBURST LANE”

Bids must be made on standard proposal form, be enclosed in a sealed package bearing the name and address of bidder and the words **“2021-ROAD RECONSTRUCTION-SUNBURST LANE”** on the outside and delivered to the Township Purchasing office only, 455 Hoes Lane, Piscataway, NJ 08854 during regular business hours, 8:30 am to 12:20 pm and 1:30 pm to 4:30 pm., Monday through Friday, excluding holidays. ***Please be advised that the municipal building is closed daily between 12:20 PM and 1:30 PM.***

Bidders must call the purchasing office at 732-562-2321 to drop off the sealed bid. The Municipal building is closed to the public due to the Covid-19. PLEASE, MAKE SURE TO DROP OFF YOUR SEALED BID BY 12noon.

Bids Specifications, Plans and instructions to bidders may be obtained at:
<http://bids.piscatawaynj.org/>

Please, make sure your Sealed Bid arrives by 12noon on or before 7/15 /2021.

Question and Answer Due Date: July 6, 2021 by 12 Noon, E-mail only to:
Purchasing@piscatawaynj.org

SHOULD THERE BE AN ISSUE WITH THE TOWNSHIP’S BID WEBSITE: **Only:**
If the Township’s Bid Website is not in operational, you may obtain the whole bid packet in a FLASH DRIVE by calling the Purchasing Agent @ 732-562-2321 and making arrangement to pick up the Bid Flash Drive. A Fee will be \$25.00 for the Flash Drive. Only a Check will be acceptable made out to the: “TOWNSHIP OF PISCATAWAY”.

Addendum may be downloaded from the Township website <http://bids.piscatawaynj.org/>

Only: IF THERE SHOULD BE AN ISSUE WITH THE TOWNSHIP’S BID WEBSITE ANY ADDENDUMS WILL BE E-MAILED.) 732-562-2321)

During the Covid-19 pandemic, while the statewide “State of Emergency” declaration is still in effect in according with Executive Order 107 all proposal packets will only be read and opened electronically “BROADCAST LIVE” via ZOOM Bid opening. The Municipal building is closed due to the Covid-19 restrictions. Once the bid opening is concluded bidders must call the Purchasing Agent @ 732-562-2321 to set an appointment if bidders wishes to review any of the bids.

All bids shall be kept sealed , and will be received and publicly opened on the proposal opening date and time in the Township Council Chambers using Virtual teleconferencing which can be access by logging in to zoom in the following manner:

Join Zoom Meeting:

Piscataway Purchasing is inviting you to a scheduled Zoom meeting.

Topic: Piscataway Bid Opening-2021-ROAD RECONSTRUCTION-SUNBURST LANE

Time: Jul 15, 2021 02:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/81568925065?pwd=WVBJSWVsNlkzV3MvNzhFOVQzQTJmZz09>

Meeting ID: 815 6892 5065

Passcode: 685474

One tap mobile

+16468769923,,81568925065#,,,,*685474# US (New York)

+13017158592,,81568925065#,,,,*685474# US (Washington DC)

Dial by your location

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+1 346 248 7799 US (Houston)

+1 408 638 0968 US (San Jose)

Meeting ID: 815 6892 5065

Passcode: 685474

REQUIRED: Bid Packet Marked (1) “ORIGINAL” & REQUIRED: (1) Photo Copy of the Original “TRUE COPY”

Bids can be hand delivered to the Municipal Building by calling the Purchasing Agent in Purchasing@732-562-2321. If using an outside delivery and/or messenger service (i.e. Federal Express, UPS, etc.), please note the following: **The Township will not be responsible for deliveries made prior to or after normal business hours, or to any other office, or for the failure of a bidder to affix the label provided with the bid package on the courier envelope.** Name of Bid must appear on the Outside of the FEDEX /UPS envelope.

Surety in the form of a bid bond, certified check or Cashier's Check in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000.00, payable unconditionally to the Township of Piscataway shall submit with the bid. The successful bidder will be required to furnish a Performance Bond in the Amount of 100% of total bid. Bidders shall comply with the requirements of N.J.S.A.10:5-31 and N.J.A.C. 17-27 et seq. Division of Purchasing.

Bid NO: 2021-07-21

TOWNSHIP OF PISCATAWAY: “2021-ROAD RECONSTRUCTION-SUNBURST LANE”

Bidder’s Electronic Question Due Date: JULY 6, 2021 @12NOON

Purchasing@piscagtawaynj.org

PRE-BID Conference / Site Visit Date:

Bid Submission Due Date: THURSDAY, JULY 15, 2021 - 2 PM

Bidders must call the purchasing office at 732-562-2321 to drop off the sealed bid. The Municipal building is closed to the public due to the Covid-19.

Please, make sure your Sealed Bid arrives by 12noon.

PLEASE MAKE SURE TO DROP OFF YOUR SEALED BID WAY BEFORE 2PM.

Bid Opening via ZOOM: Instructions below:

During the Covid-19 pandemic, while the statewide “State of Emergency” declaration is still in effect in according with Executive Order 107 all proposal packets will only be read and opened electronically “BROADCAST LIVE” via ZOOM Bid opening. The Municipal building is closed due to the Covid-19 restrictions. Once the bid opening is concluded bidders must call the Purchasing Agent @ 732-562-2321 to set an appointment if bidders wishes to review any of the bids.

All bids shall be kept sealed , and will be received and publicly opened on the proposal opening date and time in the Township Council Chambers using Virtual teleconferencing which can be access by logging in to zoom in the following manner:

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Piscataway Purchasing is inviting you to a scheduled Zoom meeting.

Topic: Piscataway Bid Opening-2021-ROAD RECONSTRUCTION-SUNBURST LANE

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+1 408 638 0968 US (San Jose)

Meeting ID: 815 6892 5065

Passcode: 685474

REQUIRED: (1) Bid Packet Clearly Marked "ORIGINAL", Documents all filled out & Signed in Blue Ink.

"

ONLY (1) ORIGINAL CERTIFIED BID BOND IS REQUIRED" IN THE ORIGINAL BID PACKET.

REQUIRED: (1) a Photo Copy of the Original Bid Clearly Marked "TRUE COPY"

No original documents in the true copy.

Please, make sure your Sealed Bid arrives by 12noon.

THE TOWNSHIP OF PISCATAWAY



INSTRUCTIONS TO BIDDERS

PAGES 1-59



MARIA E. VALENTE-CAEMMERER

Purchasing Agent

BID BOILER PLATE

DPW CONSTRUCTION PROJECT

Revised June 2018

Piscataway
DPW
CONSTRUCTION PROJECT
Bid Specifications
&
General Requirements
For

PISCATAWAY TOWNSHIP
**2021-ROAD RECONSTRUCTION-SUNBURST
LANE**
BID NO: 2021-07-21

Thursday, JULY 15, 2021

Bid Opening Date

2:00 p.m.

Bid Opening Time

"Broadcast live **Via ZOOM**"

Opening Location: 455 Hoes Lane
Piscataway, NJ 08854

MARIA E. VALENTE-CAEMMERER

Purchasing Agent

The Township of Piscataway
GUY GASPARI, DIRECTOR OF PUBLIC WORKS

REQUEST FOR BIDS
DPW CONSTRUCTION PROJECT
Bid Advertisement

The Township of Piscataway, New Jersey, hereby advertises for competitive bids in accordance with N.J.S.A. 40A:11 et seq., for

Bid No. 2021-07-21 “2021-ROAD RECONSTRUCTION-SUNBURST LANE”

All necessary bid specifications and bid forms & Plans may be secured at: <http://bids.piscatawaynj.org/>

Guy Gaspari, Director of Public Works
Department of Public works
455 Hoes Lane
Piscataway, NJ 08854

Purchasing Agent
Township of Piscataway, NJ 08854
Phone: 732-562-2320
E-mail: purchasing@piscatawaynj.org

Bidders may contact the Purchasing office by E-mail only at: Purchasing@piscatawaynj.org regarding questions or additional information about the bid specifications. **By July 6, 2021 @12noon.**

Bids must be sealed and delivered to the Purchasing Office of the Piscataway Township ***on or before*** date and time indicated below. The envelope to bear the following information:

Title: **2021-ROAD RECONSTRUCTION-SUNBURST LANE**
Bid No: **2021-07-21**
Bidders Name:
Bidders Address:
Date: **Thursday, JULY 15, 2021**
Time: **2:00 p.m. (BROADCAST LIVE VIA ZOOM)**

The bid opening process will begin on the above advertised date and time **‘BROADCAST LIVE VIA ZOOM’** Administrative offices located at 455 Hoes Lane, Piscataway, NJ 08854. Bids may be submitted to the Purchasing office at the bid opening ZOOM meeting, prior to the advertised date and time. On the advertised date and time, the Purchasing Agent shall publicly receive and open all bids. **LIVE BROADCAST VIA ZOOM. *No bids shall be received after the time designated in the advertisement.*** (N.J.S.A. 40A:11-1 et. seq.,)The Township of Piscataway does not accept electronic (e-mail) submission of bids.

Bidders must call the purchasing office at 732-562-2321 to drop off the sealed bid. The Municipal building is closed to the public due to the Covid-19. PLEASE, MAKE SURE YOUR SEALED BID ARRIVES WAY BEFORE 2PM.

During the Covid-19 pandemic, while the statewide “State of Emergency” declaration is still in effect in according with Executive Order 107 all proposal packets will only be read and opened electronically “BROADCAST LIVE” via ZOOM Bid opening. The Municipal building is closed due to the Covid-19 restrictions. Once the bid opening is concluded bidders must call the Purchasing Agent @ 732-562-2321 to set an appointment if bidders wishes to review any of the bids.

All bids shall be kept sealed , and will be received and publicly opened on the proposal opening date and time in the Township Council Chambers using Virtual teleconferencing which can be access by logging in to zoom in the following manner:

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Topic: Piscataway Bid Opening-2021-ROAD RECONSTRUCTION-SUNBURST LANE

Time: Jul 15, 2021 02:00 PM Eastern Time (US and Canada)

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Meeting ID: 815 6892 5065

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PLEASE, MAKE SURE YOUR DROP OFF YOUR SEALED BID BY BEFORE 12NOON.

N/A

There will be a pre-bid meeting on _____. While attendance is not mandatory, all prospective bidders are strongly encouraged to attend this important meeting, which will be held in the, at a.m. **CONTRACTOR IS ALWAYS ENCOURAGE TO GO TO VIEW THE ROAD PROJECT.**

All bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., Affirmative Action Against Discrimination (N.J.A.C. 17:27-1 et seq.) An Initial Project Workforce Report will be required from the successful contractor. (Form AA-201).

Statement of Ownership Requirement: Pursuant to N.J.S.A. 52:25-24.2, Bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership.

Each bid shall be accompanied by a bid bond, cashier's check or certified check made payable to the Township of Piscataway, for ten percent (10%) of the amount of the total bid, however, not to exceed \$20,000.00.

Bidders are required by law to submit a Statement of Ownership Disclosure form statement setting forth the names and addresses of all persons and entities that own ten (10%) percent or more of its stock or interest of any type at all levels of ownership.

The bid package will also include other documents that must be completed and returned with the bid. Failure to comply with Instructions to Bidders and to complete and submit all required forms, may be cause for disqualification and rejection of the bid.

All contractors named in this proposal, shall possess a valid Public Works Contractor's Registration Certificate pursuant to N.J.S.A. 34:11-56.48 et seq., at the time the proposal is received by the Township of Piscataway. The Township of Piscataway reserves the right to reject any or all bids, pursuant to N.J.S.A. 40A:11-1 et. seq., and to waive any informalities that may be in the best interest of the Township.

MARIA E. VALENTE-CAEMMERER

Purchasing Agent

THE TOWNSHIP OF PISCATAWAY
GUY GASPARI, DIRECTOR OF PUBLIC WORKS

REQUEST FOR BIDS
DPW CONSTRUCTION PROJECT

Bid Advertisement

The Township of Piscataway, New Jersey, hereby advertises for competitive bids in accordance with N.J.S.A. 40A:11 et seq., for

BID No. 2021-07-21 2021-ROAD RECONSTRUCTION-SUNBURST LANE

All necessary bid specifications and bid forms & Plans may be secured at: <http://bids.piscatawaynj.org/>

GUY GASPARI, DIRECTOR OF PUBLIC WORKS

Project manager Contact Person

DEPARTMENT OF PUBLIC WORKS

455 Hoes Lane

ADDRESS

PISCATAWAY, NJ 08854

City, State Zip

E-mail: PURCHASING@PISCATAWAYNJ.ORG

Bid documents will not be mailed, but may be secured at : <http://bids.piscatawaynj.org/>

Bidders may contact the Purchasing office by E-mail only at: Purchasing@piscatawaynj.org regarding questions or additional information about the bid specifications. Bidders must login to the Piscataway website for any Addendum at: www.piscatawaynj.org Click on Home page, E-Gov, Bids, download & print any addendum document for free.

Bids must be sealed and delivered to the Office of the Purchasing Agent of Piscataway Township ***on or before*** date and time indicated below. The envelope to bear the following information:

Title: **2021-ROAD RECONSTRUCTION-SUNBURST LANE**

Bid No: **2021-07-21**

Bidders Name

Bidders Address

Date: **Thursday, July 15, 2021**

Time: **2:00 p.m.**

The bid opening process will begin on the above advertised date and time in The Township of Piscataway 455 Hoes Lane, Piscataway, New Jersey 08854. **VIA ZOOM. "BROADCAST LIVE ZOOM"** Bids must be submitted to the Purchasing Office at the bid opening meeting, prior to the advertised date and time. On the advertised date and time, the Purchasing Agent shall publicly receive and open all bids **Via ZOOM. No bids shall be received after the time designated in the advertisement.** The Township of Piscataway does not accept electronic (e-mail) submission of bids.

Bidders must call the purchasing office at 732-562-2321 to drop off the sealed bid. The Municipal building is closed to the public due to the Covid-19. PLEASE, MAKE SURE YOUR SEALED BID ARRIVES by 12noon.

During the Covid-19 pandemic, while the statewide “State of Emergency” declaration is still in effect in according with Executive Order 107 all proposal packets will only be read and opened electronically “BROADCAST LIVE” via ZOOM Bid opening. The Municipal building is closed due to the Covid-19 restrictions. Once the bid opening is concluded bidders must call the Purchasing Agent @ 732-562-2321 to set an appointment if bidders wishes to review any of the bids.

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Meeting ID: 815 6892 5065

Passcode: 685474

PLEASE, MAKE SURE YOUR DROP OFF YOUR SEALED BID BY 12NOON.

There will be a pre-bid meeting on N/A. While attendance is not mandatory, **all prospective bidders are strongly encouraged to view the road project site.**

All bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., Affirmative Action Against Discrimination (N.J.A.C. 17:27-1 et seq.). An Initial Project Workforce Report will be required from the successful contractor. (Form AA-201).

Contractors bidding on this project are to comply with the requirements of the New Jersey Prevailing Wage Act pursuant to N.J.S.A. 34:11-56.25 et seq.

Each bid shall be accompanied by a bid bond, cashier's check or certified check made payable to the The Township of Piscataway, for ten percent (10%) of the amount of the total bid, however, not to exceed \$20,000.00.

Bidders are required by law to submit a Statement of Ownership Disclosure form statement setting forth the names and addresses of all persons and entities that own ten (10%) percent or more of its stock or interest of any type at all levels of ownership.

Statement of Ownership Requirement: Pursuant to N.J.S.A. 52:25-24.2, Bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership.

The bid package will also include other documents that must be completed and returned with 40A;11-1 et seq., the bid. Failure to comply with Instructions to Bidders and to complete and submit all required forms, may be cause for disqualification and rejection of the bid.

The Township of Piscataway reserves the right to reject any or all bids pursuant to N.J.S.A. 40A:11-1 et seq., and to waive any informalities that may be in the best interests of the Township.

MARIA E.VALENTE-CAEMMERER

Purchasing Agent

TABLE OF CONTENTS

Review all sections that may affect your work and include applicable requirements. All contracts are based on scope information within the whole document set and are not limited to “trade” drawings and specifications.

<u>Section Title</u>	
<u>BID SPECIFICATIONS & GENERAL REQUIREMENTS</u>	
	Bid Advertisement
	Table of Contents Bidding Manual
	Ethics in Purchasing Statement to Vendors
	<u>Advisory Information for Bidders</u>
	1. Promptness of Bid Submittal
	2. Parking
	3. Mail
	4. UPS/FED EX
	5. Hand Deliver Bids – Suggested Practice
	Bid Checklist (A)
	Reminder Checklist (B)
	Return the entire original bid packet intact by the indicated deadline.
<u>GENERAL SPECIFICATIONS (for Bidding)</u>	
1, 2	<u>Instructions to Bidders</u>
3	Bid Opening
4	Affirmative Action Requirements
5	American Goods
6	Americans with Disabilities Act; Facilities for Handicapped Persons
7	Anti-Discrimination Provisions—N.J.S.A. 10:2-1
8	Architect or Construction Contract Disputes; Alternate Dispute Resolution Process
9	Bid Guarantee and Bonding Requirements
10	Township Performance Payment Bond Form and Instructions
11	Bid Proposal Form
12	Bidder Comment Sheet
13	Bidder's Responsibility for Bid Submittal
14	Business Registration Certificate
15	Challenges to Bid Specifications
16	Change Orders
17	Contracts
18	Contractor's Registration Evidence
19	Contractor/Vendor Requirements—Office of the New Jersey State Comptroller
20	Debarment, Suspension, or Disqualification
21	Documents, Missing/Illegible
22	Document Signature- Original; Blue Ink
23	Duplicate copy; must be a “PHOTO COPY” of the ORIGINAL.

Section Title	
24	Equipment Certification
25	Examination of Specifications, Acknowledgement
26	False Material Representation
27	Force Majeure
28	Insurance and Indemnity
29	Interpretations and Addenda
30	Iran Disclosure of Investment Activities
31	Liability - Copyright
32	Liquidated Damages
33	Maintenance Bonds
34	Non-Collusion Affidavit
35	Notice (Authorization) to Proceed
36	Payments
37	Payment, Partial, Withholding and Prompt
38	Performance Review
39	Pre-Bid Meeting; Attendance Strongly Encouraged
40	Pre-Qualification of Bidders
41	Prevailing Wages: Construction, Alterations, Repairs
42	Qualification of Bidders
43	Resident Citizens; Preferred in Employment on Public Works Contracts
44	Renewal of Contract
45	Right to Know Law
46	Statement of Ownership Disclosure
47	Subcontracting Disclosure Statement
48	Subcontracting: Prohibitions: Hold Harmless
49	Sworn Contractor Certification; Qualifications and Credentials
50	Taxes; Contractor's Use of Tax ID Number
51	Termination of Contract
52	Withdrawal of Bids
53	Cover Page, Name , Address, Phone number, E-mail Address
SUPPLEMENTAL SPECIFICATIONS: <ul style="list-style-type: none"> • Award of Contract • Experience • Number of Working Days • Pre-Bid Meeting • Pre-Construction Meeting will be schedule by the Project Manager. • Trade Classification 	

<u>TECHNICAL SPECIFICATIONS</u>
<u>BID DOCUMENTS AND REQUIRED DOCUMENTATION</u>
Acknowledgement of Addenda
Bidder's Comment Form
Contractor Questionnaire/Certification
Contractor's Registration Certification
Equipment Certification
Iran Disclosure of Investment Activities
Non-Collusion Affidavit
Pre-Qualification Affidavit—No Material Adverse Change
Prevailing Wages Certification
Statement of Ownership Disclosure Form
Subcontractor's Disclosure Statement
1. Plumbing and Gas Fitting Work
2. Refrigeration, Heating & Ventilation Systems & Equipment
3. Electrical Work; Tele-Data, Fire Alarm or Security Systems
4. Structural Steel & Iron Work
5. Other Trades
Sworn Contractor Certification; Qualifications and Credentials
Appendix A -- Americans with Disabilities Act of 1990
Exhibit B –Mandatory Language Equal Employment Opportunity
AA201 Instructions for Completing the Initial Project Workforce Report
AA202 Monthly Project Workforce Report-Construction & Instructions
Township Performance Payment Bond Form with Bid Document & Instructions
Appendix Section
Model Performance Bond – <i>Sample</i>
Surety Disclosure Statement and Certification - <i>Sample</i>
Sample of Certificate Of Employee Information Report
Sample of Sate of New Jersey Business Registration Certificate
Sample of W-9
Sample of Certificate of Insurance
Sample of Bid Bond Form
Sample of Piscataway Performance Bond Form
Sample of NJ Labor Payroll Forms
Sample of NJ AA-202 Forms
Sample of NJ AA-201 Forms
Sample of NJ AA-302 forms

ETHICS IN PURCHASING

Township Responsibility

Recommendation of Purchases

It is the desire of The Township of Piscataway to have all employees and officials practice exemplary ethical behavior in the procurement of goods, materials, supplies, and services.

Officials and employees who recommend purchases shall not extend any favoritism to any vendor. Each recommended purchase should be based upon quality of the items, service, price, delivery, and other applicable factors in full compliance with N.J.S.A. 40A:11-1 et seq.,

Solicitation/Receipt of Gifts – Prohibited

Officials and employees are prohibited from soliciting and receiving funds, gifts, materials, goods, services, favors, and any other items of value from vendors doing business with The Township of Piscataway or anyone proposing to do business with the Township.

Vendor Responsibility

Offer of Gifts, Gratuities -- Prohibited

Any vendor doing business or proposing to do business with The Township of Piscataway, shall neither pay, offer to pay, either directly or indirectly, any fee, commission, or compensation, nor offer any gift, gratuity, or other thing of value of any kind to any official or employee of The Township of Piscataway or to any member of the official's or employee's immediate family.

Vendor Influence -- Prohibited

No vendor shall cause to influence or attempt to cause to influence, any official or employee of the Township of Piscataway, in any manner which might tend to impair the objectivity or independence of judgment of said official or employee.

Vendor Certification

Vendors or potential vendors will be asked to certify that no official or employee of The Township of Piscataway or immediate family members are directly or indirectly interested in this request or have any interest in any portions of profits thereof. The vendor participating in this request must be an independent vendor and not an official or employee of the Township.

MARIA E. VALENTE-CAEMMERER

Purchasing Agent

TOWNSHIP OF PISCATAWAY

ADVISORY INFORMATION FOR BIDDERS

1. PROMPTNESS OF BID SUBMITTAL

It is the responsibility of the bidder to ensure that their bid is presented in a sealed envelope and submitted to the Purchasing Office, prior to the advertised bid date and time **Via ZOOM**. The advertised bid date and time for this bid is on **Thursday, JULY 15, 2021 @ 2:00pm**. No bids shall be received after the time designated in the bid advertisement. No extensions or exceptions will be made. The Purchasing Office is opened Monday through Friday from 8:30am – 4:30pm and closed for lunch from 12:20pm to 1:30pm. Once again, bids will not be received after the time designated in the advertisement. Bidders must call Purchasing @732-562-2321 to hand deliver the sealed bid. The Municipal Building is closed due to the Covid-19.

PLEASE, MAKE SURE YOUR SEALED BID ARRIVES BY 12NOON.

2. PARKING

Allow enough time to locate a parking space.

3. MAIL

Mail is brought to the Clerk's Offices in mailbags, approximately 11:30am each day. The mail is then sorted within the Township system, by departments. The Clerk's Office routinely receives its mail at approximately 11:30am. The Clerk will personally turn it in to the Purchasing Agent before the advertised date and time.

4. UPS / FED EX / AND OTHER EXPRESS DELIVERY SERVICES

Deliveries of this type usually begin at 9:00 a.m. These items are brought only to the Clerk's Office. The Clerks Office then calls the various departments with a request to pick up their items. The Clerk will personally turn it in to the Purchasing Agent before the advertised date and time. **Please, Make Sure Name of the BID IS ON THE OUTSIDE OF THE FEDEX /UPS ENEVELOPE.**

5. HAND DELIVER BIDS – SUGGESTED PRACTICE

Keeping the aforementioned items in mind, the Township suggests that bidders arrange to hand deliver their bid to the Purchasing Office to the Purchasing Agent before the advertised date and time. Please understand that bids arriving after the advertised bid date and time, for any reason, cannot be accepted, opened or considered. CALL 732-562-2321 to drop off the sealed bid. **PLEASE MAKE SURE YOU DROP OFF YOUR SEALED BID BY 12NOON.**

Require: Submission of (1) Original Bid in Blue Ink and Required: (1) Photo Copy of the original marked "TRUE COPY".

Required (1) Original Bid Bond only with the Original bid packet.

All bids are to be submitted in duplicate; one (1) Original; one (1) Photo Copy of the Original Marked "TRUE COPY. No originals in the True copy

Bidders must call the purchasing office at 732-562-2321 to drop off the sealed bid. The Municipal building is closed to the public due to the Covid-19. PLEASE, MAKE SURE YOR SEALED BID ARRIVES BEFORE 2PM.

During the Covid-19 pandemic, while the statewide “State of Emergency” declaration is still in effect in according with Executive Order 107 all proposal packets will only be read and opened electronically “BROADCAST LIVE” via ZOOM Bid opening. The Municipal building is closed due to the Covid-19 restrictions. Once the bid opening is concluded bidders must call the Purchasing Agent @ 732-562-2321 to set an appointment if bidders wishes to review any of the bids.

All bids shall be kept sealed , and will be received and publicly opened on the proposal opening date and time in the Township Council Chambers using Virtual teleconferencing which can be access by logging in to zoom in the following manner:

Join Zoom Meeting:

Piscataway Purchasing is inviting you to a scheduled Zoom meeting.

Topic: Piscataway Bid Opening-2021-ROAD RECONSTRUCTION-SUNBURST LANE

Time: Jul 15, 2021 02:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/81568925065?pwd=WVBJSWVsNlkzV3MvNzhFOVQzQTJmZz09>

Meeting ID: 815 6892 5065

Passcode: 685474

One tap mobile

+16468769923,,81568925065#,,, *685474# US (New York)

+13017158592,,81568925065#,,, *685474# US (Washington DC)

Dial by your location

+1 646 876 9923 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 408 638 0968 US (San Jose)

Meeting ID: 815 6892 5065

Passcode: 685474

PLEASE, MAKE SURE YOUR DROP OFF YOUR SEALED BID BY 1 2NOON.

Township of Piscataway

BID CHECKLIST (A)

A. Bid packages must be submitted in duplicate on the proposed forms as provided, and in the manner designated. The Township of Piscataway will accept one original bid package and one copy of the bid package. Please include all items, organized as follows:

1. Addenda, Acknowledgement
2. Americans with Disabilities Act—Acknowledgement
3. Bid Proposal Form
4. Bid Guarantee (Bid Bond, Cashier's Check, or Certified Check)
5. Business Registration Certificate -- New Jersey—Submit with bid or prior to award of contract
6. Certificate (Consent) from Surety
7. Contractor Questionnaire / Certification
8. Contractor's Registration Certification
9. Contractor Registration Certificate—Submit with bid or prior to award of contract
10. Equipment Certification
11. Iran Disclosure of Investment Activities
12. Non-Collusion Affidavit
13. Notice of Classification Form
14. Prequalification Affidavit—No Material Adverse Change
15. Prevailing Wages Certification
16. Statement of Ownership Disclosure
17. Subcontractor's Disclosure Statement and all required attachments for subcontractors.
18. Sworn Contractor Certification; Qualifications and Credentials
19. Bidder Comment Form - Optional
20. Bid Cover Page, with name ,address ,phone number, E-mail address **REQUIRED**
21. Hold Harmless Agreement

Failure to submit the above listed documents with the bid package may be cause for rejection of the entire bid for being non-responsive

THE TOWNSHIP OF PISCATAWAY

BID CHECKLIST (B)

B. Reminder Checklist

As a courtesy, the Office of the Purchasing Agent has prepared this reminder checklist to items pertaining to this bid. The checklist is not considered to be all-inclusive. Bidders are to read and become familiar with all instructions outlined in the bid package.

<u>Item</u>	<u>Yes</u>	<u>No</u>
1. Have you verified your pricing to ensure accuracy?		
2. Have you answered every question fully and accurately?		
3. Have you signed all your documents (Blue Ink)? No facsimile signature.		
4. Have you prepared all documents for submission?		
5. Did you make a copy of the bid package for your records?		
6. Did you make a Photo Copy of the original and marked "True Copy" of the original bid for the Township? No Original documents on the True Copy.		
7. Did you submit a signed Bid Guarantee? Signed Consent of Surety? Only one original is <u>required</u> in the Original Bid packet.		
8. Did you correctly address the envelope, title of bid?		
9. Have you allowed ample time for the bid to reach the Clerk's Office? _____		
10. REQUIRED: Bid Cover Page: Name, Address, Phone Number, E-mail Address?		

THE TOWNSHIP OF PISCATAWAY

2021-ROAD RECONSTRUCTION-SUNBURST LANE



GENERAL SPECIFICATIONS

Page 1-59



MARIA E. VALENTE-CAEMMERER

Purchasing Agent

THE TOWNSHIP OF PISCATAWAY

INSTRUCTIONS TO BIDDERS

1. BIDS ARE TO BE SUBMITTED TO:

Division of Purchasing/ Attention Purchasing Agent
The Township of Piscataway
455 Hoes Lane
Piscataway, New Jersey 08854

BY: **2:00 p.m.** PREVAILING TIME

ON: **Thursday, July 15, 2021**

By mail, delivery service or in person. Bids that are submitted are to be sealed and will be unsealed and announced at the bid opening meeting.

- 2. Bid Packages to be submitted in Duplicate.** Bids must be placed in a *sealed* envelope/package marked as shown below on the front of the envelope/package. Bid packages must be submitted **in duplicate** on the proposed bid submittal forms as provided, and in the manner designated. The Township of Piscataway requires one original bid package, one duplicate true copy of the bid package. The extra copies are necessary for processing of the bids. Bidders should also keep a complete copy of the bid packet, exactly as submitted.

Outside of Envelope Label Information:

Township: **THE TOWNSHIP OF PISCATAWAY**
Bid Number: **2021-07-21**
Project: **2021-ROAD RECONSTRUCTION-SUNBURST LANE**
Bid Date: **Thursday, JULY 15, 2021**
Bid Time: **2:00pm (BROADCAST LIVE Via ZOOM)**
Bidder: *Name of Company*
Address
City,
State, Zip

Failure to properly label the bid envelope may be cause for the rejection of the bid.

The Township of Piscataway does not accept electronic (e-mail) submission of bids.

3. BID OPENING MEETING

All bids will be publicly received and unsealed by the Purchasing Agent opened at the above address and read beginning at **2:00pm** on **Thursday, JULY 15, 2021**. Bidders and/or their authorized agents, and the general public are invited to be present at the bid opening **Via ZOOM**. It is the responsibility of each bidder to ensure that their bid is complete and presented to the Purchasing Agent prior to the advertised bid date and time. No bids shall be received or accepted by The Township of Piscataway after the advertised bid date and time. **PLEASE, MAKE SURE YOUR SEALED BID ARRIVES BY 12NOON.**

Join Zoom Meeting:

Piscataway Purchasing is inviting you to a scheduled Zoom meeting.

Topic: Piscataway Bid Opening-2021-ROAD RECONSTRUCTION-SUNBURST LANE

Time: Jul 15, 2021 02:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/81568925065?pwd=WVBJSWVsNlkzV3MvNzhFOVQzQTJmZz09>

Meeting ID: 815 6892 5065

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+13017158592,,81568925065#,,,,*685474# US (Washington DC)

Dial by your location

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+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 408 638 0968 US (San Jose)

Meeting ID: 815 6892 5065

Passcode: 685474

PLEASE, MAKE SURE YOUR SEALED BID IS ACCEPTED BY THE PRUCHASING AGENT BY 12NOON.

BIDDING REQUIREMENTS

4. AFFIRMATIVE ACTION—EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS--EEO

The construction contractor shall complete and submit an Initial Project Workforce Report, **Form AA-201** upon notification of award by the governing body. Proper completion and submission of this Report shall constitute evidence of the contractor's compliance with the regulations. Failure to submit this form may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, **Form AA-202** once a month thereafter for the duration of the contract to the Department of Labor Workforce and Development and to The Township of Piscataway Public Agency Compliance Officer.

All bidders should familiarize themselves with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE—EXHIBIT B. If awarded a contract, your company/firm will be required to comply with the above requirements.

All relevant questions should be related to:

Department of Treasury
Division of Purchase and Property
Contract Compliance and Audit Unit
EEO Monitoring Program—PO Box 206
Trenton, New Jersey 08625-0206
(609) 292-5473

5. AMERICAN GOODS

In accordance with N.J.S.A. 40A:11-18 et seq., only manufactured products of the United States, wherever available, and where possible are to be used with this project.

Access to the Work and Records

The representatives of the Federal Department of Labor, the New Jersey Department of Environmental Protection and the New Jersey Department of Labor and any other governmental entity having jurisdiction shall be afforded access to the work and project records under this contract. The Contractor shall provide proper facilities for such access and inspection

6. AMERICANS WITH DISABILITIES ACT; FACILITIES FOR HANDICAPPED PERSONS

The contractor must comply with all provisions of Title II of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. §121.01 et seq. The Township of Piscataway further recognizes that all specifications for the construction, remodeling or renovation of any public building shall provide facilities for the physically handicapped.

It is further recommended that bidders are required to read the Americans with Disabilities language form that is included in these specifications. The form shall be signed to show agreement with the provisions of Title II of the Act and the provisions are to be made a part of the contract. The signed form shall be submitted with the bid proposal. The contractor is obligated to comply with the Act and to hold the owner harmless.

7. ANTI-DISCRIMINATION PROVISIONS—N.J.S.A. 10:2-1

N.J.S.A. 10:2-1. Antidiscrimination provisions. Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent the township from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L..).

8. ARCHITECT OR CONSTRUCTION DISPUTES; ALTERNATIVE DISPUTE RESOLUTION PROCESS

All disputes relating to construction contracts or relating to contracts for engineers or architects, surveyors, design or skilled services relating to construction contracts for prompt payment issues shall be submitted to the following Alternative Dispute Resolution process ("ADR"):

All disputes shall first be submitted to the architect of record, if there is one, for a determination. If thirty (30) days pass without a determination by the architect or a determination is made that does not resolve the dispute, then the claims shall be submitted for non-binding mediation by a single mediator.

The mediation shall be held where the project is located before a mediator who is mutually acceptable to the parties. The parties shall share the mediator's fees equally. If the dispute is submitted for mediation the neutral party involved must demonstrate knowledge of the Local Public Contracts Law.

Nothing shall prevent either party from seeking injunctive or declaratory relief in court at any time.

The alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation process, or to the formation of contracts.

The Bidder further agrees to include a similar provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors to include similar mediation provisions in all agreements with subcontractors, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements. The arbitration of claims is expressly excluded under this Contract.

If the parties cannot resolve their dispute through the mediation process, the parties are free to file an action in the appropriate court of law.

****AIA- Document's will Not be accepted by The Township of Piscataway. Sample of acceptable Bid Bond Form in the bid.**

9. BID GUARANTEE AND BONDING REQUIREMENTS

A. Bid Guarantee Bidders shall submit with their bid package a bid guarantee made payable to: The Township of Piscataway ("Township"). The guarantee shall be in the form of a certified check, cashier's check or bid bond in the amount of 10% of the bid, but not in excess of \$20,000. Such deposit shall be forfeited upon refusal of a bidder to execute a contract. Any bid in the form of a check shall be returned when the contract is executed and surety (performance) bond filed with the Township.

The bid guarantee check for unsuccessful bidders, if requested, will be returned as soon after the bid opening as possible, but in no event later than (10) days after the bid opening.

Please note: Uncertified business checks, personal checks or money orders are not acceptable.

All bid bonds submitted must be signed and witnessed with original signatures. The Township will not accept facsimile or rubber stamp signatures on the bid bond. **Failure to sign the bid bond by either the Surety or Principal, and/or failure to submit the properly executed bid bond with the bid package, shall be deemed cause for disqualification and rejection of the bid.**

The Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the Power of Attorney. The Township of Piscataway will only accept bid bonds from companies that are licensed and qualified to do business in the State of New Jersey. Such a list may be available upon request to the State of New Jersey, Department of Banking and Insurance, P.O. 040, Trenton, New Jersey 08625. **Failure to submit a properly executed bid guarantee shall be cause for disqualification and rejection of bid.**

Please note: The name, address and phone number of the Bond Underwriter as well as the Bond Number shall be included with all bonds submitted to the Township.

B. Certificate (Consent) of Surety—N.J.S.A. 40A:11-1 et seq.,

Each bidder must submit with his bid a certificate from a surety company stating that the surety company will provide the contractor with a performance bond in an amount equal to the amount of the contract (N.J.S.A. 40A-11-1 et seq.). Such surety company must be licensed and qualified to do business in the State of New Jersey. All certificate (consent) of surety documents must be signed with original signatures.

The Township will not accept facsimile or rubberstamp signatures. The certificate (consent) of surety, together with a power of attorney must be submitted with the bid. Submission of a Consent of Surety which contains any prior conditions upon the Surety's issuance of the required Bonds (other than the award of the contract) may be cause for rejection of the bid.

(1) Original Bid Bond with the Original bid packet only.

****AIA- Document's will Not be accepted by The Township of Piscataway. Sample of acceptable Bid Bond Form in the bid.**

Failure to sign the Certificate (Consent) of Surety by either the Surety or Principal, and/or failure to submit the properly executed Certificate (Consent) of Surety with the bid package, shall be deemed cause for disqualification and rejection of the bid.

****AIA- Documents will Not be accepted by The Township. Bidders must use Township Performance Payment Bond Form in the bid(-Sample)**

C. Performance Bond--(N.J.S.A. 2A:44-143/2A:44-147)

The successful contractor shall furnish a Performance, Payment and Completion Bond in a sum of at least one hundred percent (100%) of the total amount payable by the terms of his Contract. Such written guarantee shall be made payable to the Township of Piscataway and shall be in the form required by Statute. Attached to the performance bond shall be a Surety Disclosure Statement and Certification which shall be complete in all respects and duly acknowledged according to law. A model Surety Disclosure Statement and Certification is presented in the Appendix Section of this proposal.

Such bond shall further carry a stipulation that no advance, premature, excessive or delayed payments by the Township shall in any way affect the obligation of the Surety on its bond.

Such bond shall further stipulate that no payments made to the contractor, nor partial or entire use of occupancy of the work by the Township shall be an acceptance of any work or materials not in accordance with this Contract and the Surety shall be equally bound to the same extent as the Contractor.

It is expressly stipulated that the Surety for the Contractor on the project shall be obligated to make periodic inquiries of the Township at reasonable times, to determine whether its Principal has performed or was performing the Contract in accordance with all its terms and conditions, particularly in relation to the progress payments scheduled under said Contract with the Township.

In the event the Contractor defaults or fails to perform or finish the work prescribed under the Contract for any reason whatsoever, it shall become the unqualified obligation the Surety for the defaulting contractor to complete the Contract in accordance with its terms following receipt of notice from the Township of such default.

The Township shall only accept one payment and performance bond to cover this public works contract. The performance bond shall contain language as found in N.J.S.A. 2A:44-14. The bond form language is presented in the Appendix Section of this proposal.

Such Performance, Payment and Completion Bond shall be executed and delivered to The Township of Piscataway when so requested by the Notice to Proceed Letter or within ten (10) days after the award of contract.

The Township of Piscataway will only accept performance bonds from surety companies that are licensed and qualified to do business in the State of New Jersey, and if the amount of the bond is \$850,000 but not more than \$3.5 million, the surety shall hold a current certificate of authority, issued by the United States Secretary of the Treasury pursuant to 31 U.S.C. 9305. (N.J.S.A. 2A:44-143 (b))

Please note: The name, address, and phone number of the Bond Underwriter as well as the Bond Number shall be included with all bonds submitted to The Township of Piscataway and must be duly signed with original signatures.

When applicable, for multi-year contracts and for extension of contracts, the Performance Bond may be re-submitted each year on the contract anniversary date for one hundred per cent (100%) of the contract amount.

BID RESULTS. For Preliminary bid results you can E-mail purchasing@piscatawaynj.org generally within **24-36 hours after date and time of bid opening**

10. BID PROPOSAL FORM

All bids are to be written in by typewriter or ink in a legible manner on the official Bid Proposal Form. Any bid price showing any erasure or alteration must be initialed by the bidder in ink, at the right margin next to the altered entry. Failure to initial any erasure or alteration may be cause to disqualify that particular bid entry. If the disqualified entry is a required one, the entire bid may be subject to rejection, so please fill out all entries with care.

Business Organization

Each Bid Proposal Form must give the full business address, business phone, fax, e-mail, the contact person of the bidder, and be signed by an authorized representative as follows:

- Bids by partnerships must furnish the full names of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
- Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
- Bids by sole-proprietorship shall be signed by the proprietor.
- When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

The Bid Proposal Form must be duly signed by the authorized representative of the company, at the end of the Bid Proposal Form. **Failure to sign in [Blue Ink](#) the Bid Proposal Form may be cause to disqualify the entire bid.** If the Bid Proposal Form contains more than one sheet, then bidders are requested to affix the company name and address on each intervening sheet between the front sheet and the signature sheet which already bear the company information.

The Township of Piscataway will not consider any bid on which there is any alteration to, or departure from, the bid specifications. Bidders are not to make any changes on the Bid Proposal Form, or qualify their bid with conditions differing from those defined in the contract documents. If bidders do make changes on the Bid Proposal Form, except as noted above for initialed clerical mistakes, it may be cause to disqualify that particular bid as non-responsive. (N.J.S.A. 40A:11-1 et seq.,)

The bidder also conveys by submitting a bid that the company he represents is financially solvent, experienced in and competent to perform the type of work so specified.

11. **BIDDER COMMENT SHEET**

This form is for the Bidder's use in offering voluntary alternates, or other comments intended to afford the Township information or opportunities to improve the quality of the project, without invalidating the bid proposal. It may *not* be used to take exception to specific conditions of the project defined in the contract documents which the Bidder does not like. The bid provided must be based upon the plans and specifications, and all contract conditions, as stated. If these documents or conditions contain some untenable item, or extremely expensive provision, for example, to which the Bidder wishes to raise objection, this must be done at the pre-bid meeting, or in writing to the Purchasing office at: Purchasing@piscatawaynj.org through the question process outlined in the Instructions to Bidders. Such inquiries will have response issued by addendum only, and the resulting decision circulated to all bidders of record.

12. **BIDDER'S RESPONSIBILITY FOR BID SUBMITTAL**

It is the responsibility of the bidder to ensure that their bid is presented to The Township of Piscataway and officially received before the advertised date and time of the bid. It is understood and agreed upon that any person in The Township of Piscataway will be absolved from responsibility for the premature opening of any bid not properly labeled and sealed. Failure to properly label the bid envelope may be cause for the rejection of the bid. **PROPERLY NAME OF THE BID: OUTSIDE OF THE ENVELOPE MUST BE LABEL CLEAR.**

ON YOUR FEDEX OR UPS ENVELOPE THE NAME OF THE BID MUST BE ON THE OUTSIDE.

Reference to General Requirements and Special Conditions

The attention of bidders is specifically directed to the General Requirements, and the Special Conditions of the specifications

QUESTIONS REGARDING PLANS & SPECIFICATIONS. Should any bidder be in doubt as to the intent of the Plans and Specifications, he should immediately notify the Purchasing Agent in writing, who will send a written addendum to all bidders covering the point in question. Bidders may not rely upon oral before submitting bids, the bidder shall apply in writing to the Purchasing Agent for clarification or interpretation of any conflicting information between two or more statements in the Plans and Specifications. If such clarification is not requested before bidding, the bidder shall be responsible for doing such work and furnishing such materials, as is necessary to comply with whichever interpretation of the Plans and Specifications the Engineer may, during construction, judge to be proper. Question to be E-mailed to Purchasing@piscatawaynj.org

13. BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

Pursuant to N.J.S.A. 52:32-44 as amended, a contractor shall provide the contracting agency with the business registration of the contractor and that of any named subcontractor prior to the time a contract, purchase order, or other contracting document is awarded or authorized. At the sole option of the contracting agency, the requirement that a contractor provide proof of business registration may be fulfilled by the contractor providing the contracting agency sufficient information for the contracting agency to verify proof of registration of the contractor, or named subcontractors, through a computerized system maintained by the State.

Request of the Township

All bidders or companies providing responses for requested proposals, are **requested** to submit with their response package a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey.

The Township reminds all respondents that failure to submit the New Jersey Business Registration Certificate prior to the award of contract will result in the rejection of the proposal.

A subcontractor named in a bid or other proposal made by a contractor to a contracting agency shall provide a copy of its business registration to any contractor who shall provide it to the contracting agency pursuant to the provisions of subsection b. of this section. No contract with a subcontractor shall be entered into by any contractor under any contract with a contracting agency unless the subcontractor first provides the contractor with proof of a valid business registration.

The contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered or for construction of a construction project under the contract. A contracting agency shall not be responsible for a contractor's failure to comply with this subsection.

A contractor or a contractor with a subcontractor that has entered into a contract with a contracting agency, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L.1966, c.30 (C.54:32B-1 et seq.) on all their taxable sales of tangible personal property delivered into this State.

**SAMPLES OF
NEW JERSEY
BUSINESS REGISTRATION
CERTIFICATES**

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT TAXPAYER IDENTIFICATION#: 970-097-382/500 ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611 EFFECTIVE DATE: 01/01/01 FORM-BRC(08-01)	TRADE NAME: CLIENT REGISTRATION SEQUENCE NUMBER: 0107330 ISSUANCE DATE: 07/14/04 	

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

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only: 20041014112823533	

N.J.S.A. 54:49-4.1: Violations of Registration Requirements; Penalties.

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 information of business registration 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 or under a casino service industry enterprise contract.

14. CHALLENGES TO BID SPECIFICATIONS (N.J.S.A. 40A:11-1 et seq.,)

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the Purchasing Agent no less than three (3) days prior to the opening of bids. Challenges filed after that date shall be considered void and having no impact on The Township of Piscataway or the award of a contract.

15. CHANGE ORDERS (N.J.A.C. 6A:26-4.9, 4.10 et seq.) (N.J.A.C. 5:30-11.1 et seq.)

The Township Approval Required; Prior to Issuance of Change Order (N.J.A.C. 5:30-11.2)

Change orders may be approved by The Township of Piscataway in an amount up to twenty percent (20%) when necessitated by one of the following:

- Emergencies consistent with N.J.S.A. 40A:11-1 et. Seq.;
- Unforeseeable physical conditions; or
- Minor modification to the project/scope that achieve cost savings, improve service or resolve construction conditions.

Change Orders:

During the course of the construction of the Project, it may be necessary to make modifications to the Contract. If a modification should become necessary, it shall be made only in writing and in accordance with the terms of the Contract. No work may be started without Township approval by resolution and an Executed Change Order Contract.

Contractors are prohibited to perform any change order unless so directed in writing by the Township, Office of the Purchasing Agent.

16. CONTRACTS

A. Award of Contract; Rejection of Bid

The contract shall be awarded, if at all, to the lowest responsible bidder as determined by the Township. The Township of Piscataway reserves the right to reject any or all bids as authorized by the Local Public Contracts Law, and to waive any informalities the Township feels are in the best interests of the Township.

Award the Contract or Reject All Bids--Sixty (60) Days

Pursuant to N.J.S.A. 40A:11-1 et seq., The Township of Piscataway shall award the contract or reject all bids within sixty (60) days of the advertised date and time, except that bids of any bidders who consent thereto may, at the request of the Township, be held in consideration for such longer period as may be agreed.

B. Equal Prices

Pursuant to the statute when two or more bidders submit equal prices and the prices are the lowest responsible bids, the Township may award the contract to the vendor whose response, in the discretion of the Township, is the most advantageous, price and other factors considered.

EQUAL OR TIE BID. The Township of Piscataway reserves the right to award at their discretion, in the best interest of the Township and with reference to the information submitted with the proposals, to any of the tie bidders.

UNIT PRICES. All unit prices, and all lump sum prices, in the bid proposal shall include all applicable fees, cost, and tax (if any) relating to project, and all charges for overhead, profit, insurance, etc. The successful bidder will not be responsible for real property tax on any property of the Owner, including the site of the project. Bid proposal amount will exclude all Federal Excise Tax and sales tax of all states, except those if any.

PRICING ERROR. If a pricing error is discovered after bid opening between the unit price and the total extended price, the unit price shall prevail.

RIGHTS RESERVED BY TOWNSHIP. The Township reserves the right to reject any and all bids, to waive any informalities or irregularities in the bids received, and to accept any bid which is deemed most favorable to the Township of Piscataway, New Jersey, at the time and under the conditions stipulated. Proposals incorporating deviations which, in the judgment of the Purchasing Agent, are a clear departure from the intent and purpose of these specifications will not be considered.

C. Return of Contracts and Related Contract Documents

Upon written notification of award of contract by the Township, the contractor shall sign and execute a formal contract agreement between the township and Contractor and return the executed contracts along with: Contract shall be returned within 15 business days.

1. Performance Bond in the total amount of the contract.
2. Insurance Certificate with The Township of Piscataway named as an additional insured.
3. Affirmative Action Form AA-201 - Initial Project Workforce Report - Yellow copy.
4. Other required documents as may be outlined in bid specifications & Instructions.

The above documents may also be required for submission with the official Notice to Proceed. The contracts and related documents shall be returned to the Office of the Purchasing Agent within **ten (10) days of receipt of notification**. Failure to execute the contract and return said contract and related required documents within the prescribed time may be cause for the annulment of award by the Township with the bid security becoming property of the Township.

D. Alterations of Contract

The Township of Piscataway reserves the right to alter or amend the contract by adding to or subtracting from the work herein specified, such additions or omissions being done under the general conditions of these specifications and the terms of the Contract. No changes shall be permitted from the specifications except that the same be in writing and the amount of the extra compensation or credit stipulated therein. Refer to Change Order Section.

E. Term of Contract

The contractor, to whom the contract is awarded, will be required to do and perform the work/services and to provide and furnish the materials in connection therewith in accordance with **the plans and specifications on or before the date listed in the Technical Specifications.**

F. Purchase Order Required

No contractor shall commence any public works project until he is in receipt of an approved purchase order authorizing work to begin. (See Notice (Authorization) to Proceed)

TERM/COMPLETION OF THE PROJECT: AS PER SPECIFICATION/PROPOSAL PAGES

17. CONTRACTOR'S REGISTRATION EVIDENCE

A. Valid Certificate – Receipt of Bid

All contractors must adhere to the provisions of the Public Works Contractor Registration Act – N.J.S.A. 34:11-56.48 et seq. The PWCRA requires that *“No contractor shall bid on any contract for public work . . . unless the contractor is registered pursuant to this act.”* The law requires that all contractors and sub-contractors named in the proposal possess a valid certificate at the time the proposal is received by the contracting unit, in this case the Township.

B. Submission of Certificate – Receipt of Bid--Requested; Prior to Award--Mandatory

All bidders **are requested** to submit with the bid package a current Public Works Contractor Registration Certificate that was issued prior to the receipt of the bid.

The contractor who most likely is to be considered for the contract award, must submit a copy of the current Public Works Contractor Registration Certificate, and if applicable, copies of certifications of all listed subcontractors, prior to the award of contract. **If the successful contractor fails to provide copies of certificates prior to the award of contract, the bid may be rejected as non-responsive.**

For more information contact:

Contractor Registration Unit
Division of Wage and Hour Compliance
New Jersey Department of Labor & Workforce Development
PO Box 389
Trenton, New Jersey 08625-0389
Tel: 609-292-9464
Fax: 609-633-8591
E-mail: wage.hour@dol.nj.gov
Website: lwd.dol.state.nj.us/labor/wagehour/content/contact_us.html

18. CONTRACTOR/VENDOR REQUIREMENTS—OFFICE OF THE NEW JERSEY STATE COMPTROLLER

Contractors/vendors doing business with The Township of Piscataway are reminded of the following legal requirements pertaining to the Office of the New Jersey State Comptroller:

A. Access to Relevant Documents and Information—N.J.S.A. 52:15C-14 (d)

Private vendors or other persons contracting with or receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or the township shall upon request by the State Comptroller provide the State Comptroller with prompt access to all relevant documents and information as a condition of the contract and receipt of public monies. The State Comptroller shall not disclose any document or information to which access is provided that is confidential or proprietary. If the State Comptroller finds that any person receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or the township refuses to provide information upon the request of the State Comptroller, or otherwise impedes or fails to cooperate with any audit or performance review, the State Comptroller may recommend to the contracting unit that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the contracting unit.

B. Maintenance of Contract Records—N.J.A.C. 17:44-2.2

Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).

The contractor/vendor to whom a contract has been awarded, shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

19. DEBARMENT, SUSPENSION, OR DISQUALIFICATION – (N.J.A.C. 17:19-1.1 et seq.)

The Township of Piscataway will not enter into a contract for work with any person, company or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report (www.state.nj.us/treasury/debarred) or the Federal System for Award—SAM.gov.

All bidders are required to submit a sworn statement indicating whether or not the bidder is, at the time of the bid, included on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List or the State of New Jersey Consolidated Debarment Report, or the Federal Debarred Vendor List--Excluded Parties List System, through the System for Award Management portal—SAM.gov.

20. DOCUMENTS, MISSING/ILLEGIBLE

The bidder shall familiarize himself with all forms provided by the Township that are to be returned with the bid. If there are any forms either missing or illegible, it is the responsibility of the bidder to contact the Purchasing Agent during regular business hours or the **GUY GASPARI** of the project as outlined in the bid advertisement for duplicate copies of the forms. This must be done before the bid date and time. The Township accepts no responsibility for duplicate forms that were not received by the bidder in time for the bidder to submit with his bid.

***Forms provided by The Township of Piscataway that must be returned with bid are referenced in the proceeding checklist.**

21. DOCUMENT SIGNATURES – ORIGINAL; [BLUE INK](#)

All documents returned to the Township shall be signed in ink (blue) with an original signature. Failure to sign and return all required documents with the bid package may be cause for disqualification and for the bid to be rejected pursuant to N.J.S.A 40A:11-1 et seq., (non-responsive). The Township will not accept facsimile or rubber stamp signatures.

Checklist of Required Documents (Forms Provided in Bid Package)

• Acknowledgement of Addenda
• Americans with Disabilities Act Bidders affidavit
• Bid Proposal Form
• Bidder Comments Form—optional Bid Bond Form
• Bid Cover Page Certification of last page
• Contractor Questionnaire/Certification
• Contractor's Registration Certification Cover Sheet with Contractors Information
• Equipment Certification Exhibit "B" Hold Harmless Agreement Insurance Requirements
• Iran Disclosure of Investment Activities
• Non-Collusion Affidavit Plan & Experience
• Prequalification Affidavit
• Prevailing Wages Certification
• Statement of Ownership Disclosure
• Subcontractor's Disclosure Statement
• Sworn Contractor Certification; Qualifications and Credentials

Please check your bid package for these forms!

Reminder –

(1) Original Bid and (1) Photo Copy of Original marked “True Copy”.

Bid packages are to be submitted in duplicate on the proposed forms as provided and the manner designated. The Township of Piscataway will accept one original bid package, one true copy of the original bid package.

22. EQUIPMENT CERTIFICATION (N.J.S.A. 40A:11-1 et seq.,)

Each bidder shall provide a certification showing that he owns, leases or controls all the necessary equipment required by the specifications. If the bidder is not the actual owner or lessee of any such equipment, he shall submit a certificate stating the source from which the equipment will be obtained and shall obtain a certificate from the owner and 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.

The certificates are to be submitted with the bid. If the contract involves the installation of a manufactured system which requires the contractor to have special knowledge or training, or to be specifically certified by the manufacturer to install their system, this form is used to submit such required evidence of the bidder’s approval from the manufacturer.

23. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT

The bidder, by submitting a proposal, acknowledges that he has carefully examined the bid specifications, documents, addenda (if any), and the site; and that from his investigation, he has satisfied himself as to the nature and location of the work, the general and local conditions and all matters which may in any way affect the work or its performance, and that as a result of such examination, he fully understands the intent and purpose thereof, his obligations thereunder, and that he will not make any claim for, or have any right to damages, because of the lack of any information.

Each bidder submitting a bid for a service contract shall include in his bid price all labor, materials, equipment, services, and other requirements necessary, or incidental to, the completion of the work, and other pertinent work as hereinafter described, in accordance with the bid specifications and documents.

Quality of Materials and Workmanship

The attention of bidders is directed to the exacting requirements of the Contract requiring the Contractor to provide safe, watertight and otherwise adequate structures. The bidder shall realize fully that the first class materials and workmanship specified must be supplied in full measure in order to produce acceptable structures and equipment of the kind specified and as designed to give uninterrupted service for an extended period. As per Specifications.

TERM/COMPLETION OF THE PROJECT: AS PER SPECIFICATION/PROPOSAL PAGES

24. FALSE MATERIAL REPRESENTATION/TRUTH IN CONTRACTING

A person commits a crime if the person knowingly makes a material representation that is false in connection with the negotiation, award or performance of a government contract. If the contract amount is for \$25,000.00 or above, the offender is guilty of a crime of the second degree. If the contract amount exceeds \$2,500.00, but is less than \$25,000.00, the offender is guilty of a crime of the third degree. If the contract amount is for \$2,500.00 or less, the offender is guilty of a crime of the fourth degree.

Bidder should be aware of the following statutes that represent “Truth in Contracting” laws:

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

25. FORCE MAJEURE

Neither party shall be liable in damages for any failure, hindrance or delay in the performance of any obligation under this Agreement if such delay, hindrance or failure to perform is caused by conditions beyond the control of either party, including, but not limited to, Acts of God, flood, fire, war or the public enemy, explosion, government regulations whether or not valid (including the denial or cancellation of any export or other necessary license), court order, state funding, or other unavoidable causes beyond the reasonable control of the party whose performance is affected which cannot be overcome by due diligence.

Vendors, and/or contractors who have a contract with The Township of Piscataway to provide goods or services cannot unilaterally claim an increase in the cost of the contract because of Force Majeure.

26. INSURANCE AND INDEMNIFICATION

The bidder to whom the contract is awarded for any service work or construction work shall secure, pay the premiums for and keep in force until the contract expires, insurance of the types and amounts listed as listed:

General Liability	\$2,000,000. General Aggregate \$1,000,000. Products \$1,000,000. Bodily Injury Property Damage & Personal Injury Combined \$1,000,000. Each Occurrence \$ 100,000 Pollution Cleanup \$ 50,000. Fire Damage \$ 5,000. Medical Expense
Excess Umbrella Liability	\$4,000,000 \$1,000,000 Sexual Harassment
Comprehensive Automobile Liability Coverage	\$1,000,000 Combined Single Limit Bodily Injury/Property Damage

(A) Insurance Certificate – When Required

- The contractor shall present to The Township of Piscataway an insurance certificate in the above types and limits before any work or service begins.
- Automobile liability insurance coverage shall be included for any vehicle used by the contractor.
- The certificate holder shall be as follows:

The Township of Piscataway
c/o Office of the Purchasing Agent
455 Hoes Lane
Piscataway, New Jersey 08854

Additional Insured Clause-- The contractor must include the following clause on the insurance certificate.

“The Township of Piscataway is named as an additional insured”

OTHER INSURANCES

WORKERS COMPENSATION Evidence of adequate Workers Compensation Insurance as required by the laws of the State of New Jersey and the United States, must be available for perusal. The minimum limits are the following, unless a greater amount is required by law:

Bodily Injury by Accident	\$1,000,000. Each Accident
Bodily Injury by Disease	\$1,000,000. Policy Limit
Bodily Injury by Disease	\$1,000,000. Each Employee
Contract Liability	Same as General Liability

(B) Indemnification

The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the Township and its agents, employees and Township members, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses (including, but not limited to, attorney's fees) in connection therewith on account of the loss of life or property or injury or damage to any person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract or the performance of services by the contractor under the agreement or by a party for the whole contract is liable. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

The Contractor is to assume all liability of every sort incident to the work, including property damage caused by him or his men or by any subcontractor employed by him or any of the subcontractor's men.

(C) Builders Risk **Applicable **X Not Applicable****

The contractor shall obtain and pay for within their bid, a Builder's Risk Policy providing coverage for all risk of physical loss or damage to the property in an amount equal to the total project value, less excavations and foundations.

The policy must be maintained for the duration of the project from the beginning of construction until:

- (i) written acceptance by **Guy Gaspari** or substantial completion, and
- (ii) a temporary certificate of occupancy or certificate of occupancy has been issued.

A copy of the policy must be delivered to The Township of Piscataway before construction begins. All of the contractor's policies, with the exception of workers' compensation, shall be endorsed naming the Township, its elected and appointed officials, and employees as additional insureds.

27. INTERPRETATIONS AND ADDENDA (N.J.S.A. 40A:11-1 et seq.,)

No interpretation of the meaning of the specifications will be made to any bidder orally. Every request for such interpretations should be made in writing to the Purchasing Agent or the **Guy Gaspari** of Record and must be received by same at least ten (10) business days, not including Saturdays, Sundays and holidays, prior to the date fixed for the opening of bids to be given consideration. Any and all interpretations and any supplemental instructions will be distributed in the form of written addenda to the specifications. The addenda will be provided by The Township of Piscataway in accordance with N.J.S.A 40A:11-1 et seq., to the bidder by certified mail, certified fax or delivery service, no later than seven (7) days, not including Saturdays, Sundays, or holidays prior to the date for acceptance of the bids. All addenda so issued shall become part of the contract document.

ADDENDA. It shall be understood that any addendum issued from time to time to provide additional information to the bidders shall become an integral part of this bid package. Receipt of Addendum shall be acknowledged by the bidders in the space provided therefore on the "Bid Proposal Form. Log onto Township bid website at www.piscatawaynj.org for any addendums.

28. IRAN DISCLOSURE OF INVESTMENT ACTIVITIES- (N.J.S.A. 40A:11-1 et seq.,)

The Township of Piscataway, pursuant to N.J.S.A. 40A:11-1 et seq., shall implement and comply with Public Law 2012, c.25, Disclosure of Investment Activities in Iran—N.J.S.A. 52:32-55 et seq.,

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 a certification attesting, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran.

The Chapter 25 list is found on the Divisions website

<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

If the Township determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran under section 4 of P.L.2012, c.25 (C.52:32-58), the Township shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L.2012, c.25 (C.52:32-59).

In addition, bidders must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes on the lower portion of the enclosed form.

The Township has provided within the specifications, a Disclosure of Investments Activities certification form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the Township, to complete, sign and submit with the proposal.

JANUARY 29, 2021 UPDATE IRAN INVESTMENTS DISCLOSURE DOCUMENT FOR BIDS DOCUMENTS

Subject: Iran Investment Disclosure Now Pre-Award

Effective January 29, 2021, P.L. 2021, c. 4 amends the law requiring vendor and contractor disclosure of investment activities in Iran. The law allows the Iran investment disclosure form to be submitted prior to contract award and at the time the contract is renewed rather than with the bid or RFP submission. Although the law refers to State contracts, it also applies to contracting units subject to the Local Public, Public School, and County College Contracts Laws because N.J.S.A. 40A:11-2.1; 18A:18A-49.4; and 18A:64A-25.43, respectively, require these contracting units to follow the Iran disclosure procedure for State contracts. Contracting units are encouraged to review the new law with legal counsel and revise their procurement forms as necessary.

Failure to complete, sign, certify and submit the Disclosure of Investment Activities in Iran form with the bid/proposal shall be cause for rejection of the proposal.

29. LIABILITY – COPYRIGHT

The contractor (vendor) shall hold and save the Township, its officials and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.

30. LIQUIDATED DAMAGES

The contractor agrees to substantially complete this construction project to the complete satisfaction of The Township of Piscataway by the stated contract completion date or within the number of working days so specified in the contract.

Failure to complete the project within the specified time frame or contract completion date shall lead to The Township of Piscataway assessing liquidated damages against the contractor in accordance with and pursuant to N.J.S.A. 40A:11-1 et seq.,

For each calendar day thereafter that the work included under this contract remains uncompleted in accordance with the provision of the contract or not completed to the satisfaction of the Township, the Township shall assess liquidated damages as follows:

<u>Amount of Contract</u> <u>Range of Amount</u>	<u>Liquidated Damages</u>
\$ 20,000 and less than \$ 50,000	\$ 200.00 per calendar day
50,001 and less than \$ 100,000	300.00 per calendar day
100,001 and less than \$ 250,000	500.00 per calendar day
251,001 and less than \$ 500,000	1,000.00 per calendar day
500,000 and less than \$1,000,000	2,000.00 per calendar day
1,000,000 and over	2,500.00 per calendar day

The Township may assess liquidated damages by deducting the amount from monies which may due or become due to the contract.

The Township may also assess the contractor additional damages for costs the Township may incur because each day the project remains uncompleted. These costs include but are not limited to:

- Construction management fees
- Architect/engineer fees
- administrative costs
- Any inspector or inspectors necessarily employed by The Township of Piscataway on the work, for any number of days in excess of the number allowed in the specifications

The Township of Piscataway may also assess against all monies owed to the contractor, liquidated damages for the violation of any terms and conditions of the contract or agreement by the contractor or the failure to perform said contract or agreement in accordance with its terms and conditions or the terms or conditions of the "Local Public Contracts Law," in accordance with and pursuant to N.J.S.A. 40A:11-1 et seq.,

31. MAINTENANCE BONDS

X Required

☐ Not Required

When required by the Township, the contractor shall furnish a Maintenance Bond for the total sum of the contract price, indemnifying The Township of Piscataway against defects in construction for a period of two **(2) years** after the completion of the work, general wear and tear excepted.

The condition of this obligation is such that if the successful contractor shall indemnify and hold harmless The Township of Piscataway from and against all losses, costs, damages and expenses, whatsoever, which the Township may suffer or compelled to pay by reason of the failure of the successful contractor to indemnify the Township against defects in construction for a period of two **(2) years** after the completion of the work.

32. NON-COLLUSION AFFIDAVIT (N.J.S.A. 52:34-15)

A notarized Non-Collusion Affidavit shall be submitted with the bid/proposal. The bidder/respondent has to certify that he has not directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential bidders, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named bid, and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that The Township of Piscataway relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said bid.

The respondent has to 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 of bona fide established commercial or selling agencies maintained by the respondent.

The Township of Piscataway has provided a Non-Collusion Affidavit form here within the specifications package. All respondents are to complete, sign, have the signature notarized and submit the form with the proposal response.

Failure to submit the Non-Collusion Affidavit with the proposal may be cause for the disqualification of the proposal.

33. NOTICE (AUTHORIZATION) TO PROCEED

The contractor shall not perform any work, or provide any services, materials, supplies until a Notice (Authorization) to Proceed is received from the Office of the Purchasing Agent

The Township of Piscataway only recognizes the receipt by the contractor of an approved signed purchase order as a Notice to Proceed. No word of mouth, phone, fax, e-mail, letter or other form of communication to proceed is a valid Notice to Proceed.

It is the intention of the Township to officially notify the Contractor, to whom the contract was awarded, through a Notice to Proceed letter issued by the Purchasing Agent. A purchase order will accompany the Notice to Proceed letter. The contractor shall submit certain documents to the Township as so requested in the Notice to Proceed letter.

Pre-Construction and Construction Conferences

Before construction is started, preconstruction conferences shall be held. During the first conference The Township of Piscataway Project Manager, his Engineer, Administrator, Purchasing Agent and the Contractor will discuss the procedures to be followed by the Contractor during the construction process. The Contractor will also be required to attend a preconstruction conference attended by all utility companies and State and local authorities. During the construction, job meetings shall be held at frequent intervals to review construction and restoration progress and to resolve difficulties which might delay completion of the work. Attendees at these meetings shall include representatives of the Township of Piscataway Project Manager, the Engineer, Administrator and Purchasing Agent and the Contractor.

34. PAYMENTS

Every effort will be made to pay vendors and contractors within thirty (30) to sixty (60) days provided The Township of Piscataway receives the appropriate documentation including but not limited to:

- Signed voucher by vendor
- Packing slips
- Invoices

Payment will be rendered upon completion of services or delivery of full order to the satisfaction of the Township, unless otherwise agreed to by written contract or mandated by State Law*. The Township may, at its discretion make partial payments. Township Holiday Schedule and payment schedule will be attached to the award Contract.

All payments are subject to approval by The Township of Piscataway at a public meeting. Payment may be delayed from time to time depending on The Township of Piscataway meeting schedule.

35. PAYMENT, PARTIAL, WITHHOLDING

A. Contract Thresholds; Partial Payments/Withholding

1. Contracts – Less than \$100,000 – Lump Sum Payment

Public works contracts less than \$100,000 shall be paid in one lump total sum, upon completion of the project and to the satisfaction of the Township

Contracts – Exceeding \$100,000 – Monthly Payments

Public works contracts that exceed \$100,000 shall be paid with partial payments on a monthly basis for work that was completed to the satisfaction of the Township.

3. Withholding of Monies – Percentage to be Withheld

The Township of Piscataway shall withhold the following percentages of outstanding balances of monies owed to contractors:

Balances Exceeding \$500,000 -- Two (2%) Per Cent

Balances Less than \$500,000 -- Five (5%) Per Cent

The amounts withheld shall be returned to the contracts upon fulfillment of the terms of the contract.

B. Prompt Payment

The Township of Piscataway will provide payment in accordance with the “Prompt Payment” law as codified in N.J.S.A. 2A:30A-1 et seq. All payments to contractors are subject to approval by The Township of Piscataway at a public meeting.

The Township of Piscataway generally holds its Agenda, and its Regular Public Meetings twice or more each month. It is at these meetings that The Township of Piscataway reviews payment of bills.

All bills submitted to the Township for approval and payment pursuant to N.J.S.A. 2A:30A-1 et seq. must comply with the following provisions. The “billing date” shall be the date that the contractor signs the certification on the voucher/purchase order that the work has been performed. These bills include all bills for improvements to real property and contracts for engineers, architects, surveyors, design or skilled services relating to construction work.

Bills that are required to be approved by an engineering or architecture firm (prior to submission to the Township for approval) for purposes of confirmation of successful completion of construction work, shall be approved or disapproved within twenty (20) days of submission of same to the architect or engineer. If bills are disapproved or monies withheld from payment, the notice of the reason for same shall be given within the same twenty (20) days to the contract.

The Township must approve payment of all bills. For the Township to consider a bill for approval it must be submitted to the Purchasing Agent at least two weeks prior to a scheduled/or re-scheduled Township meeting date. If the Township, or any agent or officer of the Township, determines that the bill is not approved then notice of the disapproval shall be sent to the contractor with five (5) days of the Township meeting on which the bill was listed for approval. If the bill is approved by the Township, then payment shall be made to the contractor with seven (7) days of the Township meeting as per the “payment cycle.”

Release of Liens

Neither the final payment nor any part of the retained percentage shall become due until the Contractor delivers to The Township of Piscataway a complete Release of all Liens arising out of this Contract and an affidavit that so far as he has knowledge or information, the releases include all labor and material for which a lien could be filed, but the Contractor may, if any subcontractor refuses to furnish a release in full, furnish a bond satisfactory to the Township, to indemnify him against any liens. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to The Township of Piscataway all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fees

36. PRE-BID MEETING; ATTENDANCE STRONGLY ENCOURAGED!

The pre-bid meeting is an important part of the bidding process. It permits all bidders to have an equal understanding of the procurement/contracting requirements and of the scope of work involved. Although pre-bid meetings are not mandatory, all potential bidders are strongly encouraged to attend. **Please review the General Specifications for a pre-bid meeting announcement.** Any or all changes to the bid specifications discussed as a result of the pre-bid meeting will be formalized in the form of an written addenda to the specifications and distributed in accordance with N.J.S.A. 40A:11-1 et seq.,

It is anticipated that the pre-bid meeting (if any) scheduled for this project will have an agenda format such as:

- A. Registration Period
At this time all attendees will be asked to register to attend this meeting. Proper photo identification is required. Plans and specifications may be available for purchase from the Architect/Engineer of Record. Attendance will be recorded.
- B. Review of Procurement/Contracting Requirements—Purchasing Agent
The Purchasing Agent will review the major components of the procurement and contracting requirements of the bid.
- C. Scope of Work and Scheduled Completion Time—**GUY GASPARI DIRECTOR OF PUBLIC WORKS.**
GUY GASPARI, of Record, in conjunction with the Division of Engineering and the Purchasing Agent will review the scope of the work that is requested and completion time requirements (**As per Specifications Number of Working Days**). A review of the plans and any drawings may take place.
- D. Walkthrough of Facility/Site **N/A**
GUY GASPARI, DIRECTOR OF PUBLIC WORKS in conjunction with the Purchasing Agent, may conduct a facility site walkthrough with all interested parties.
- E. Questions; Clarifications—Official Addenda Process (**JULY 6, 2021 @12noon** on the Bid)
Potential bidders are permitted to ask questions during the process. Questions of substantial measure or questions that require clarification of work to be completed may be answered at the meeting, however, **GUY GASPARI, DIRECTOR OF PUBLIC WORKS** shall answer all such questions in writing in the form of an official addenda. To: purchasing@piscatawaynj.org

Any and all answers to questions, interpretations or any supplemental instructions will be distributed in the form of a written official addenda to the specifications. The official addenda will be provided by the Purchasing Agent's Office of the Township in accordance with N.J.S.A. 40A:11-1 et seq., to the bidder by E-mail to: purchasing@pisatawaynj.org, no later than seven (7) days, not including Saturdays, Sundays, or holidays prior to the date for acceptance of the bids. All addenda so issued shall become part of the bid and contract document.

37. PRE-QUALIFICATION OF BIDDERS

All bidders shall furnish satisfactory evidence that he and his subcontractors have sufficient means and experience in the type of work to complete the project in accordance with the bid specifications. A subcontractor listing and bidder's personnel and experience sheet shall be submitted to the Township as part of the bidding documents. Where the bidder intends to subcontract any portion of the project, the cost of which will exceed \$20,000.00, the subcontractor shall be pre-qualified to perform the work and the bidder shall submit the requisite documentation pertaining to the sub-contractor in accordance with Paragraphs A and B above. The Township may make such additional investigations as it deems necessary to determine the ability, competence and financial responsibility of the bidder to perform the work. The bidder shall furnish the Township with the information and data for this purpose upon request. The Township reserves the right to reject any bid if the information fails to establish to the Township's satisfaction that the bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated here.

38. PREVAILING WAGES: CONSTRUCTION, ALTERATIONS, REPAIRS

The State of New Jersey Prevailing Wage Act, Chapter 150 Laws of 1963 with applicable statewide wage Department of Labor and Workforce Development in conformance with N.J.S.A. 34:11-56.25 et seq., may be included in these bid contract documents. Copies of these wage rates may be obtained from the State Department of Labor and Workforce Development, and/or viewed at <http://lwd.dol.state.nj.us/> the Prevailing Wages Determination Section.

Compliance with New Jersey Prevailing Wage Act

Every contractor and subcontractor performing services in connection with this project, shall pay all workers a wage rate not less than the published prevailing wage rates, for the locality the work is being performed, as designated by the New Jersey Department of Labor and Workforce Development.

Certified Payrolls

Every contractor agrees to submit to The Township of Piscataway a certified payroll for each payroll period within ten (10) days of the payment of wages. The contractor further agrees that no payments will be made to the Contractor by the Township, if certified payrolls are not received by the Township. It is the Contractor's responsibility to insure timely receipt by the district of certified payrolls.

Submission of Affidavit

Before final payment, the contractor shall furnish The Township of Piscataway with an affidavit stating that all workers have been paid the prevailing rate of wages in accordance with State of New Jersey requirements. The contractor shall keep an accurate record showing the name, craft, or trade and actual hourly rate of wages paid to each workman employed by him in connection with this work. Upon request, the Contractor(s) and each Subcontractor shall file written statements certifying to the amounts then due and owing to any and all workmen for wages due on account of the work. The statements shall be verified by the oaths of the Contractor or Subcontractor, as the case may be.

Posting of Prevailing Wages

The contractor and subcontractor shall post the prevailing wage rates for each craft and classification involved in the work, including the effective date of any changes thereof, in prominent and easily accessible places at the Site of the work and in such place or places as used to pay workmen their wages. N.J.S.A. 34:11-56.32.

PREVAILING WAGE ACT.

Pursuant to N.J.S.A. 34:11-56.25 et seq., the Contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the Township within ten (10) days of the payment of the wages. In the event it is found that any worker, employed by the Contractor or any subcontractor has been paid a rate of wages less than the prevailing wage required to be paid, the Township may terminate the Contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and the contractor and subcontractor then be required to continue the work to completion or otherwise.

The Contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The Contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the Contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards.

Additional information is available at http://lwd.dol.state.nj.us/labor/wagehour/wagerate/pwr_construction.html

Prevailing Wages Certification—Submission with Bid

The bidder shall submit a Prevailing Wages Certification with its bid package.

Non-compliance Statement

If it is found that any worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the Township, may begin proceedings to terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable for any excess costs occasioned thereby to the public body.

39. QUALIFICATION OF BIDDERS - Contractor Questionnaire Certification Form

The Township of Piscataway may make such investigations as it seems necessary to determine the ability of the bidder to perform the terms of the contract. The bidder shall complete a Contractor Questionnaire Certification Form and return same with the bid and shall furnish all information to the Township as the Township may require to determine the contractor's ability to perform the duties and obligations as outlined in these specifications.

All bidders are reminded that bids may be rejected as not being responsive pursuant to N.J.S.A. 40:11-1 et seq., and therefore bidders are asked to complete the Questionnaire and to provide any supporting documentation with the bid package.

40. RESIDENT CITIZENS; PREFERRED IN EMPLOYMENT ON PUBLIC WORKS CONTRACTS

All bidders are to familiarize themselves with N.J.S.A. 34:9-2, which requires the contractor of any public work project to give preference in employment on the project, to citizens of the state of New Jersey. If the terms and conditions of N.J.S.A. 34:9-2 are not complied with, the contract shall be voidable. The Township is obligated to file with the Commissioner of Labor, the names and addresses of all contractors holding contracts with this project.

41. RENEWAL OF CONTRACT; AVAILABILITY AND APPROPRIATION OF FUNDS

The Township of Piscataway may, at its discretion, request that a contract that is subject to renewal, be renewed in full accordance with N.J.S.A. 40:11-1 et seq., The Purchasing Agent may negotiate terms for a renewal of contract proposal and present such negotiated proposal to the Township. The Township of Piscataway is the final authority in awarding renewals of contracts. All multi-year contracts and renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation.

42. RIGHT TO KNOW LAW

All potentially hazardous materials or substances must be properly labeled in full accordance with the New Jersey Right to Know Law - N.J.S.A. 34:5A-1 et seq. All contractors or vendors who need additional information about the New Jersey Right to Know Law are to contact the:

New Jersey Department of Health and Senior Services
Right to Know Program
CN 368
Trenton, New Jersey 08625-0368
www.nj.gov/health/workplacehealthandsafety/right-to-know/

NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-2 et seq.). All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s) pursuant to N.J.A.C. 8:59-5. "Container" means a receptacle used to hold a liquid, solid or gaseous substance such as bottles, bags, barrels, cans, cylinders, drums and cartons. (N.J.A.C. 8:59-1.3). Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished. All containers which are stored at owner facilities by subcontractors shall display RTK labeling. Vendors with questions concerning labeling should contact the New Jersey Department of Health and Senior Services Right to Know Program for assistance in developing proper labels.

43. STATEMENT OF OWNERSHIP (N.J.S.A. 52:25-24.2)

Statement of Ownership

No business organization, regardless of form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. **Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.**

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is required.

44. **SUBCONTRACTING: Subcontractor Disclosure Statement**

Pursuant to N.J.S.A. 40A:11-1 et seq., any bidder who bids for the overall contract and who will subcontract the following work:

- Plumbing and gas fitting work;
- Refrigeration, heating and ventilating systems and equipment;
- Electrical work, tele-data, fire alarm or security systems; and
- Structural steel and ornamental iron work;

Documents to be Submitted: All Subcontractors

The prime contractor (bidders) who will be using a subcontractor on any part of this bid, shall identify the subcontractor(s) on the appropriate form and submit with the bid package the following subcontractor documents at the time indicated in the box below:

<u>SUBCONTRACTOR DOCUMENT SUBMISSIONS</u>		
Estimated Value of Contract – Subcontractor	For Subcontractors in the four major branches listed above: <i><u>Submit with Bid</u></i>	For all other Subcontractors: <i><u>Submit Within ten (10 Days of Receipt of Notice of Award)</u></i>
\$2,000 through \$5,999	Contractor's Registration Certificate	
\$6,000 through \$17,499	Contractor's Registration Certificate New Jersey Business Registration Certificate	
\$17,500 through \$19,999	Contractor's Registration Certificate New Jersey Business Registration Certificate	
\$20,000 or more	Contractor's Registration Certificate New Jersey Business Registration Certificate	

Failure to identify in the Subcontractor's Disclosure Statement the names and addresses of any or all subcontractors required to be named in the bid, or to submit with the bid the appropriate documents for each such subcontractor, may be cause for the bid to be rejected as being non-responsive.

Contractors are reminded that the subcontractors listed on the forms provided by the township may not be changed later, except in the case of failure in performance or other contract breach where a change is needed to protect the township.

******If Subcontractor is not applicable please write in N/A on the PAGE.**

45. SUBCONTRACTING: PROHIBITIONS: HOLD HARMLESS

Prime contractors, with whom The Township of Piscataway have an executed contract, may not subcontract any part of any work done for the Township without first receiving written approval from the Township. Contractors seeking to use subcontractors must first complete the Request to Sub Contract Form as provided by the Building Services Department.

Subcontractors Prohibited to Sub Contract

It is the responsibility of the prime contractor to ensure that no subcontractor who has received written permission to do work for The Township, subcontracts any of its/their work without first receiving written approval from the prime contractor **and** the Division of Engineering or his designee.

The prime contractor assumes all responsibility for work performed by subcontractors. The prime contractor must also provide to the Township Purchasing Office the following documents secured from all approved subcontractors:

- Insurance Certificate as outlined in the bid specifications;
- Affirmative Action Evidence as outlined in the bid specifications;
- Written certification that the subcontractor shall adhere to prevailing wages as provided through New Jersey State Law;
- Evidence of Performance Security;
- Documents listed in the Subcontractor Document Submissions list.

In cases of subcontracting, The Township of Piscataway shall only pay the prime contractor. It is the sole responsibility of the prime contractor to ensure that all subcontractors are paid. The Township of Piscataway shall not be responsible for payments to subcontractors and shall be held harmless against any or all claims generated against prime contractors for non-payment to subcontractors.

Penalties – Unauthorized Subcontractors

The Township of Piscataway shall deduct the amount of \$1,000.00 (one thousand dollars) per day as a penalty, for each day a prime contractor uses a subcontractor without first receiving **written** permission from the Building Services Department.

46. TAXES; Contractor's Use of Township's Tax Identification Number—Prohibited

As a New Jersey governmental entity, The Township of Piscataway is exempt from the requirements under New Jersey state sales and use tax (N.J.S.A. 54:32B-1 et seq.), and does not pay any sales or use taxes. Bidders should note that they are expected to comply with the provisions of said statute and the rules and regulations promulgated thereto to qualify them for examinations and reference to any and all labor, services, materials and supplies furnished to the Township. Contractors may not use the Township's tax identification number to purchase supplies, materials, service or equipment, for this project.

A contractor may qualify for a New Jersey Sales Tax Exemption on the purchase of materials, supplies and services when these purchases are used exclusively to fulfill the terms and conditions of the contract with the Township. All contractors are referred to New Jersey Division of Taxation—Tax Bulletin S&U-3 and in particular, Contractor's Exempt Purchase Certificate (Form ST-13). Again, contractors are not permitted to use the Township's tax identification number to purchase supplies, materials, services of equipment. **Sample of the ST-13 in the Bid documents.**

(ST-13-FORM)--Once Contract is awarded ST-13 FORM will be attached in the Contract for the Contractor use.

New Jersey State Sales and Use Tax Exemption

Materials and equipment purchases for permanent installation in the project will be exempt from the New Jersey State Sales and Use Tax. Each Bidder shall take this exemption into account in calculating his bid. It shall be the Contractor's responsibility to file the necessary exemption applications.

W-9- Required-Sample in the bid. May/should be submitted with the bid for faster process.

47. TERMINATION OF CONTRACT

If the Township determines that the contractor has failed to comply with the terms and conditions of the bid and/or proposal upon which the issuance of the contract is based or that the contractor has failed to perform said service, duties and or responsibilities in a timely, proper, professional and/or efficient manner, then the Township shall have the authority to terminate the contract upon written notice setting forth the reason for termination and effective date of termination.

Termination by the Township of the contract does not absolve the contractor from potential liability for damages caused the District by the contractor's breach of this agreement. The Township may withhold payment due the contractor and apply same towards damages once established. The Township will act diligently in accordance with governing statutes to mitigate damages. Damages may include the additional cost of procuring said services or goods from other sources.

The contractor further agrees to indemnify and hold the District harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement.

TERM/COMPLETION OF THE PROJECT: As per specifications/Proposal pages.

48. WITHDRAWAL OF BIDS

Before the Bid Opening

The Purchasing Agent may consider a written request from a bidder to withdraw a bid if the written request is received by the Purchasing Agent before the advertised time of the bid opening. Any bidder who has been granted permission by the Purchasing Agent to have his/her bid withdrawn cannot re-submit a bid for the same advertised bid project. That bidder shall also be disqualified from future bidding on the same project if the project is re-bid.

After the Bid Opening

The Township of Piscataway may consider a written request from a bidder to withdraw a bid, if the written request is received by the Purchasing Agent within five (5) business days after the bid opening. A request to withdraw a bid after the specified number of days will not be honored.

The contractor/vendor who wishes to withdraw a bid must provide a certification supported by written factual evidence that an error or omission was made by the contractor and that the error or omission was a substantial computational error or an unintentional omission or both.

The request to withdraw a bid after the bid opening may be reviewed by the Purchasing Agent, the Division of Engineering, other interested administrators; and Joseph Herrera, CFM of Record for the project (if necessary) and/or the Township Attorney and a recommendation will be made to the Township. If the Township of Piscataway grants permission to have the bid withdrawn the contractor/vendor shall be disqualified from bidding on the same project if the project is re-bid. If the contractor/vendor fails to meet the burden of proof to have the bid withdrawn the request to withdraw the bid will be denied and if the contractor/vendor fails to execute the contract the bid guarantee will be forfeited and become property of the Township.

TERM/COMPLETION OF THE PROJECT: As per specifications/Proposal pages.

49. WORK HOURS / INSPECTION

The contractor shall work only during the normal work hours of the Township unless authorized by the Township Engineer/ DPW Director do otherwise. Overtime shall be considered those hours before 8:30 A.M and after 4:30 P.M. Monday thru Friday. In addition, Saturday, Sunday and all Township holidays will be considered overtime. The Contractor will be responsible to pay all overtime worked by the Township Inspector or Representative. There shall be an inspector on the job site at all times when the contractor is working.

Supplemental Specifications

2021-ROAD RECONSTRUCTION-SUNBURST LANE

AWARD OF CONTRACT

The Township of Piscataway intends to award the contract for the project as follows:

EXPERIENCE

The Township of Piscataway requires evidence from all bidders that they have completed work or projects of a similar nature as outlined in the bid package. Bidders are to provide evidence of satisfactory completion of work of similar nature as outlined in the bid from other governmental bodies _____ (_____) for at least (5) years. As per Specifications.

NUMBER OF WORKING DAYS; TIME OF COMPLETION

The contractor agrees to substantially complete this Construction Project to the satisfaction of The Township of Piscataway within (as per spec's) working days from the receipt of the official Notice to Proceed and purchase order. The Township has defined a working day as a calendar day. As per Specifications.

The number of working days set by the Township may be extended by mutual agreement between the contractor and the district. The mutual agreement shall be in writing and will be considered an addendum to the contract.

PRE-BID MEETING

A pre-bid meeting for this project is scheduled for (Site Visit Not Mandatory) STRONGLY ENCOURAGE TO VISIT SITE LOCATION OF THE PROJECT.

N/A

Month / Day / Year

10:00 am

The Township of Piscataway

The purpose of this meeting is to review the legal and technical requirements of the bid proposal. While attendance is not mandatory, prospective bidders are strongly encouraged to attend this Important meeting. Addenda to this bid proposal may be issued as a result of the pre-bid meeting.

TRADE CLASSIFICATION(S) (Optional)

A. Bidder:

For the purpose of this Construction Project bid, each bidder shall be classified by the State of New Jersey—Division of Property Management and Construction in the following trade(s):

Classification Code
_____ (List Code #)

Classification Trade Name
_____ (List name of trade)

Proof of classification shall be submitted with the bid package in the form of a current Notice of Classification as issued by the New Jersey Division of Property Management and Construction.

B. Subcontractor:

For the purpose of this Construction Project bid, each bidder shall use a subcontractor that is properly classified by the State of New Jersey—Division of Property Management and Construction in the following trade(s):

Classification Code
_____ (List Code #)

Classification Trade Name
_____ (List name of trade)

Proof of classification, in the form of a current Notice of Classification form, for each Sub-Contractor, shall be submitted by the bidder with the bid package for any estimated subcontractor work exceeding \$20,000.00.

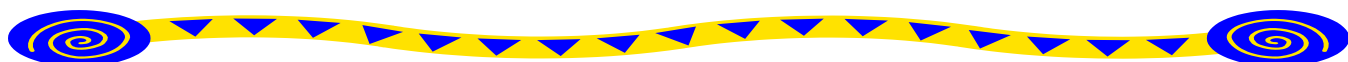
THE TOWNSHIP OF PISCATAWAY

2021-ROAD RECONSTRUCTION-SUNBURST LANE



BID DOCUMENTS AND REQUIRED DOCUMENTATION

All documents in this section shall be completed, signed and submitted with the bid package – Failure to submit the bid documents and other documents so specified may be cause to reject the bid for being non-responsive.



MARIA E.VALENTE-CAEMMERER

Purchasing Agent/Township Secretary

Pages 60-97-

To be completed, signed and returned with Bid

ACKNOWLEDGEMENT OF ADDENDUM

2021-ROAD RECONSTRUCTION –SUNBURST LANE

Bid No. 2021-07-21

Bid Date: THURSDAY, JULY 15, 2021

The bidder acknowledges receipt of the hereinafter enumerated Addenda which have been issued during period of bidding and agrees that said Addenda shall become a part of this contract. The bidder shall list below the numbers and issuing dates of the Addenda.

ADDENDA NO.

ISSUING DATES

☐ **No Addenda Received**

Name of Company _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Name of Authorized Representative _____

Signature _____ **Date** _____

BIDDER'S COMMENT FORM

2021-ROAD RECONSTRUCTION-SUNBURST LANE

Bid No. 2021-07-21

Bid Date: THURSDAY, JULY 15, 2021

This form is for Bidder's use in offering voluntary alternates, or other comments intended to afford the Township information or opportunities to improve the quality of the project, without invalidating the bid proposal. It may *not* be used to take exception to specific conditions of the project defined in the contract documents which the Bidder does not like. The bid provided must be based upon the plans and specs, and all contract conditions, as stated. If these documents or conditions contain some untenable item, or extremely expensive provision, for example, to which the Bidder wishes to raise objection, this must be done at the pre-bid meeting, or in writing to the Architect through the question process outlined in the Instructions to Bidders. Such inquiries will have response issued by addendum only, and the resulting decision circulated to all bidders of record. Inquires raised too close to the bid date will not be able to be answered.

Name of Company _____

Address _____

City, State, Zip _____

Name of Authorized Representative _____

Signature _____ **Title** _____ **Date** _____

The Township of Piscataway

CONTRACTOR QUESTIONNAIRE/CERTIFICATION

2021-ROAD RECONSTRUCTION-SUNBURST LANE

Bid No. 2021-07-21

Bid Date: THURSDAY, JULY 15, 2021

Name of Company _____

Street Address _____ P.O. Box _____

City, State, Zip _____

Business Phone Number () _____ Extension _____

Emergency Phone Number () _____

FAX NO. () _____ E-Mail _____

FEIN No. _____

Questionnaire

1. How many years have you been engaged in the contracting business under your present firm or trading name?

_____ Years

2. Have you ever failed to complete any work awarded to your company?

☐ Yes ☐ No

If yes, explain _____

3. Have you ever defaulted on a contract?

☐ Yes ☐ No

If yes, explain _____

4. Have you or other principals of your company been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any public works projects by any federal, state, or local agencies, including any **“prior negative experience”** disqualification pursuant to N.J.S.A. 40A:11-1 et seq.,?

☐ Yes ☐ No

If yes, explain _____

(Form continued on next page)

2021-ROAD RECONSTRUCTION-SUNBURST LANE

Bid No. 2021-07-21

Bid Date: THURSDAY, JULY 15, 2021

Name of Company**Experience – Educational Facilities:**

The Township of Piscataway requires evidence from all bidders that they have completed work or projects of a similar nature as outlined in the bid package. Bidders are to provide evidence of satisfactory completion of work of similar nature as outlined in the bid from _____ (____) Townships in New Jersey within the past _____ (5) years. Bidders are to complete the section on experience and provide supporting documentation with the bid package. **As Per Specifications.**

A. Title of Work/Project: _____
 Name of Township: _____
 Name of Town Official: _____ Title _____
 Phone Number _____ E-Mail _____
 Date(s) of Project: _____

B. Title of Work/Project: _____
 Name of Township: _____
 Name of Town Official: _____ Title _____
 Phone Number _____ E-Mail _____
 Date(s) of Project: _____

C. Title of Work/Project: _____
 Name of Township: _____
 Name of Town Official: _____ Title _____
 Phone Number _____ E-Mail _____
 Date(s) of Project: _____

References**Architects**--List names of architects that you have worked with on projects within the last five (5) years.

	<u>Firm</u>	<u>Principal</u>	<u>Phone Number</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

(Form continued on next page)

Contractor Questionnaire/Certification--page 3

Return With Bid

2021-ROAD RECONSTRUCTION-SUNBURST LANE

Bid No. 2021-07-21

Bid Date: THURSDAY, JULY 15, 2021

Name of Company

Bank--List name of principal bank with which your company does business.

Bank

Officer

Phone Number

Trade--List names of companies within your trade with which your company does business:

Firm

Principal

Phone Number

1. _____
2. _____
3. _____

(Form continued on next page)

To be completed, signed and returned with Bid

Contractor Questionnaire/Certification--page 4

2021-ROAD RECONSTRUCTION-SUNBURST LANE

Bid No. 2021-07-21

Bid Date: THURSDAY, JULY 15, 2021

Name of Company

Certifications

• **Debarment**

I certify that the entity listed on the form or any person employed by this entity, are not presently on the following:

- New Jersey Department of Treasury – Consolidated Debarment Report
- NJ Department of Labor and Workforce Development– Prevailing Wage Debarment List
- Federal Debarred Vendor List—System for Award Management (SAM.gov)

• **Direct/Indirect Interests**

I declare and certify that no member of the Township of Piscataway, nor any officer or employee or person whose salary is payable in whole or in part by said the Township or their immediate family members are directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of profits thereof. If a situation so exists where a Township member, employee, officer of the Township has an interest in the bid, etc., then please attach a letter of explanation to this document, duly signed by the president of the firm or company.

• **Gifts; Gratuities; Compensation**

I declare and certify that no person from my firm, business, corporation, association or partnership offered or paid any fee, commission or compensation, or offered any gift, gratuity or other thing of value to any Township official, Township member or employee of the Township.

• **Vendor Contributions**

I declare and certify that I fully understand N.J.A.C. 6A:23A-6.3 (a) (1-4) concerning vendor contributions to Township members.

• **False Material Representation/Truth in Contracting**

I further certify that I understand that it is a crime in the second degree in New Jersey to knowingly make a material representation that is false in connection with the negotiation, award or performance of a government contract. I further acknowledge my understanding of the New Jersey Truth in Contracting Laws.

President or Authorized Agent

Signature

CONTRACTOR REGISTRATION CERTIFICATION

Division of Engineering

2021-ROAD RECONSTRUCTION-SUNBURST LANE

Bid No. 2021-07-21

Bid Date: THURSDAY, JULY 15, 2021

It is the determination of The Township of Piscataway that this is a public works project which contract amount in total will exceed \$2,000.00 (two thousand dollars), therefore, pursuant to the Construction Project Contractor Registration Act -- N.J.S.A. 34:11-56.48 et seq., contractors are to be aware of the following:

No contractor shall bid on any contract for Construction project as defined in section 2 of P.L.1963, c. 150 (C.34:11-56.26) unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to P.L.1999, c.238 (C.34:11-56.48 et seq.) at the time the bid is made. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to that act.

I certify that our company understands that the project of The Township of Piscataway requires that all Contractors and Subcontractors listed in this proposal possess a valid Contractor Registration Certificate at the time the proposal is received by the Township and furthermore certify that I will provide copies of the valid certificates prior to the award of contract.

Name of Company_____

Authorized Agent_____ Title_____

Authorized Signature_____

EQUIPMENT CERTIFICATION

2021-ROAD RECONSTRUCTION-SUNBURST LANE

Bid No. 2021- 07-20

Bid Date: THURSDAY, JULY 15, 2021

In accordance with 40A:11-1 et seq., I hereby certify that

A) _____ *(Name of Company)* owns all the necessary equipment as required by the specifications and to complete the specified Construction project.

or

B) _____ *(Name of Company)* leases or controls all the necessary equipment as required by the specifications and to complete the specified Construction project.

PLEASE NOTE: If your company is not the actual owner of the equipment, **you shall Submit with the bid**

1. A certificate stating the source from which the equipment will be obtained and
2. Obtain and submit with the bid a certificate from the owner and person in control of the equipment, definitely granting to the bidder the control of the equipment required during such time it may be necessary for the completion of that portion of the contract for which said equipment will be necessary.

Name of Company_____

Authorized Agent_____ Title_____

Authorized Signature_____

To be completed, signed and returned with Bid

Bid No. 2021-07-21

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number:

Bidder/ Offeror:

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

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 or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of 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

PLEASE CHECK THE APPROPRIATE BOX:

☐ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ I am unable to certify as above because the 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 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 FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name		Relationship to Bidder/Offeror	
Description of Activities			
Duration of Engagement		Anticipated Cessation Date	
Bidder/Offeror Contact Name		Contact Phone Number	

ADD AN ADDITIONAL ACTIVITIES ENTRY

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; that the State of New Jersey 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 the State to notify the State 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 State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):

Signature:

Do Not Enter PIN as a Signature

Title:

Date:

NON-COLLUSION AFFIDAVIT

2021-ROAD RECONSTRUCTION-SUNBURST LANE

Re: Bid Proposal for the Township of Piscataway.

Bid No. 2021-07-21

STATE OF _____

Bid Date: THURSDAY, JULY 15, 2021

_____ :SS:
COUNTY OF _____

I, _____ of the City 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:

I am _____ (Position in Company)

of the firm of _____ and the bidder making the Proposal for the above names contract, and that I executed the said Proposal with full authority so to do; that I have not, directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential bidder, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named bid, and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Township of Piscataway relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said bid.

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 of bona fide established commercial or selling agencies maintained by

(Print Name of Contractor)

(SIGNATURE OF CONTRACTOR)

To be completed, signed and returned with Bid

Bid No. 2021-07-21 PREVAILING WAGES CERTIFICATION

2021-ROAD RECONSTRUCTION-SUNBURST LANE.

It is the determination of the Township of Piscataway that this is a public works project that in total will exceed \$2,000.00 (two thousand dollars), therefore prevailing wages rules and regulations apply as promulgated by the New Jersey Prevailing Wage Act and in conformance with N.J.S.A. 34:11-56:25 et seq.

Certification

1. I certify that our company understands that this project of the Township of Piscataway requires prevailing wages to be paid in full accordance with the law.
2. I further certify that all subcontractors named in this bid understand that this project requires the subcontractor to pay prevailing wages in full accordance with the law.

Non-compliance Statement

If it is found that any worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, The Township, may begin proceedings to terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable for any excess costs occasioned thereby to the public body.

NOTIFICATION OF VIOLATIONS – New Jersey Department of Labor and Workforce Development

Has the bidder or any person having an "interest" with the bidder, been notified by the New Jersey Department of Labor and Workforce Development by notice issued pursuant to N.J.S.A. 34:11-56:37 that he/she has been in violation for failure to pay prevailing wages as required by the New Jersey Prevailing Wage Act within the last five (5) years?

* Yes _____

No _____

*If yes, please attach a signed document explaining any/or all administrative proceedings with the Department within the last five (5) years. Please include any pending administrative proceedings with the Department if any.

Submission of Certified Payroll Records

All certified payroll records are to be submitted to the person named below who is coordinating the activities for the project:

GUY GASPAIR, DIRECTOR OF PUBLIC WORKS
The Township of Piscataway

Name of Company_____

Authorized Agent_____

Authorized Signature_____

To be completed, signed and returned with Bid/Proposal

Bid No. 2021-07-21 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: _____

Organization Address: _____

City, State, ZIP: _____

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 Check the appropriate box

- ☐ 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

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 non-corporate 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

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 Township of Piscataway** 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 **The Township of Piscataway** to notify **The Township of Piscataway** 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 Township of Piscataway** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

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.

To be completed, signed and returned with Bid

SUBCONTRACTOR'S DISCLOSURE FORM

2021-ROAD RECONSTRUCTION-SUNBURST LANE

Bid No. 2021- 07-21

Bid Date: THURSDAY, JULY 15, 2021

The _____ (*Name of Bidding Company*)

Please Check One! _____ will sub-contract a portion of this project.
_____ will not sub-contract any portion of this project.

Authorized Agent _____ **Title** _____

Signature of Bidder _____ **Date** _____

If the bidder is not going to subcontract any portion of this project, the bidder need not complete any further part of this document.

If the bidder will subcontract any of the following:

- Plumbing/gas fitting work;
- Refrigeration/heating/ventilating systems & equipment
- Electrical work, tele-data, fire alarm or security systems
- Structural steel/ornamental iron work

the bidder must do the following:

- Identify the contract number and type of work he intends to subcontract;
- Provide the name, address and other pertinent information about the subcontractor;*
- If the cost of the work by the subcontractor shall exceed the amounts listed below, the bidder shall provide in the bid package submission the following documents:

<u>SUBCONTRACTOR DOCUMENT SUBMISSIONS</u>		
<i><u>Estimated Value of Contract – Subcontractor</u></i>	<i><u>For Subcontractors in the four major branches listed above</u></i>	<i><u>For all other Subcontractors</u></i>
	<u>Submit With Bid</u>	<u>Submit Within ten (10 Days of Receipt of Notice of Award</u>
\$2,000 through \$5,999	Contractor's Registration Certificate	
\$6,000 through \$17,499	Contractor's Registration Certificate New Jersey Business Registration Certificate	
\$17,500 through \$19,999	Contractor's Registration Certificate New Jersey Business Registration Certificate	
\$20,000 or more	Contractor's Registration Certificate New Jersey Business Registration Certificate	

Please list subcontractor(s) on the following pages. Bidders may make extra copies of the following pages.

** Failure to identify the names and addresses of any subcontractors required to be named in the bid, or to submit the appropriate documents for each such subcontractor, may be cause for the bid to be rejected as being non-responsive.*

(Form continued on next page)

Subcontractor's Disclosure Statement (Continued)

Return With Bid

2021-ROAD RECONSTRUCTION-SUNBURST LANE

Bid No. 2021-07-21

Bid Date: THURSDAY, JULY 15, 2021

1. Sub-Contractor for PLUMBING AND GAS FITTING WORK

Name of Subcontracting Company _____

Address _____

City, State, Zip _____

Telephone _____ Fax _____

E-Mail _____ FEIN No: _____

Authorized Agent _____ Title _____

Will the cost of sub-contract exceed \$20,000.00?

_____ Yes Estimated Value of Contract \$ _____

_____ No Estimated Value of Contract \$ _____

If checked **yes**, the sub-contractor must be pre-qualified to perform the work. The bidder must provide in the bid package the following:

- The subcontractor's Notice of Classification;
- The subcontractor's Total Amount of Uncompleted Contracts; and
- Other documents that are required:

<u>SUBCONTRACTOR DOCUMENT SUBMISSIONS</u>		
<i><u>Estimated Value of Contract – Subcontractor</u></i>	<i><u>For Subcontractors in the four major branches listed above</u></i>	<i><u>For all other Subcontractors</u></i>
	<u>Submit With Bid</u>	<u>Submit Within ten (10 Days of Receipt of Notice of Award)</u>
\$2,000 through \$5,999	Contractor's Registration Certificate	
\$6,000 through \$17,499	Contractor's Registration Certificate New Jersey Business Registration Certificate	
\$17,500 through \$19,999	Contractor's Registration Certificate New Jersey Business Registration Certificate	
\$20,000 or more	Contractor's Registration Certificate New Jersey Business Registration Certificate	

Certification of Equipment

The _____ hereby certifies the above named
Name of Bidding Company

subcontractor has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

Authorized Agent (Print) -- Bidder

Signature of Authorized Agent—Bidder
(Form continued on next page)

2021-ROAD RECONSTRUCTION-SUNBURST LANE

Bid No. 2021-07-21

Bid Date: THURSDAY, APRIL 15, 2021

2. Sub-Contractor for REFRIGERATION, HEATING & VENTILATING SYSTEMS AND EQUIPMENT

Name of Subcontracting Company _____

Address _____

City, State, Zip _____

Telephone _____ Fax _____

E-Mail _____ FEIN No: _____

Authorized Agent _____ Title _____

Will the cost of sub-contract exceed \$20,000.00?

_____ Yes Estimated Value of Contract \$ _____

_____ No Estimated Value of Contract \$ _____

If checked **yes**, the sub-contractor must be pre-qualified to perform the work. The bidder must provide in the bid package the following:

- The subcontractor's Notice of Classification;
- The subcontractor's Total Amount of Uncompleted Contracts; and
- Other documents that are required:

<u>SUBCONTRACTOR DOCUMENT SUBMISSIONS</u>		
<i><u>Estimated Value of Contract – Subcontractor</u></i>	<i><u>For Subcontractors in the four major branches listed above</u></i>	<i><u>For all other Subcontractors</u></i>
	<u>Submit With Bid</u>	<u>Submit Within ten (10 Days of Receipt of Notice of Award</u>
\$2,000 through \$5,999	Contractor's Registration Certificate	
\$6,000 through \$17,499	Contractor's Registration Certificate New Jersey Business Registration Certificate	
\$17,500 through \$19,999	Contractor's Registration Certificate New Jersey Business Registration Certificate	
\$20,000 or more	Contractor's Registration Certificate New Jersey Business Registration Certificate	

Certification of Equipment

The _____ hereby certifies the above named
Name of Bidding Company

subcontractor has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

Authorized Agent (Print) -- Bidder_____
Signature of Authorized Agent—Bidder
(form continued on next page)

2021-ROAD RECONSTRUCTION-SUNBURST LANE

Bid No. 2021-07-21

Bid Date: THURSDAY, JULY 15, 2021

3. Sub-Contractor for ELECTRICAL WORK; TELE-DATA, FIRE ALARM OR SECURITY SYSTEMS

Name of Subcontracting Company _____

Address _____

City, State, Zip _____

Telephone _____ Fax _____

E-Mail _____ FEIN No: _____

Authorized Agent _____ Title _____

Will the cost of sub-contract exceed \$20,000.00?

_____ Yes Estimated Value of Contract \$ _____

_____ No Estimated Value of Contract \$ _____

If checked **yes**, the sub-contractor must be pre-qualified to perform the work. The bidder must provide in the bid package the following:

- The subcontractor's Notice of Classification;
- The subcontractor's Total Amount of Uncompleted Contracts; and
- Other documents that are required:

<u>SUBCONTRACTOR DOCUMENT SUBMISSIONS</u>		
<i><u>Estimated Value of Contract – Subcontractor</u></i>	<i><u>For Subcontractors in the four major branches listed above</u></i>	<i><u>For all other Subcontractors</u></i>
	<u>Submit With Bid</u>	<u>Submit Within ten (10 Days of Receipt of Notice of Award</u>
\$2,000 through \$5,999	Contractor's Registration Certificate	
\$6,000 through \$17,499	Contractor's Registration Certificate New Jersey Business Registration Certificate	
\$17,500 through \$19,999	Contractor's Registration Certificate New Jersey Business Registration Certificate	
\$20,000 or more	Contractor's Registration Certificate New Jersey Business Registration Certificate	

Certification of Equipment

The _____ hereby certifies the above named
Name of Bidding Company

subcontractor has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

Authorized Agent (Print) -- Bidder_____
Signature of Authorized Agent—Bidder**(form continued on next page)**

2021-ROAD RECONSTRUCTION-SUNBURST LANE

Bid No. 2021-07-21

Bid Date: THURSDAY, JULY 15, 2021

4. Sub-Contractor for STRUCTURAL STEEL & IRON WORK

Name of Subcontracting Company _____

Address _____

City, State, Zip _____

Telephone _____ Fax _____

E-Mail _____ FEIN No: _____

Authorized Agent _____ Title _____

Will the cost of sub-contract exceed \$20,000.00?

_____ Yes Estimated Value of Contract \$ _____

_____ No Estimated Value of Contract \$ _____

If checked **yes**, the sub-contractor must be pre-qualified to perform the work. The bidder must provide in the bid package the following:

- The subcontractor's Notice of Classification;
- The subcontractor's Total Amount of Uncompleted Contracts; and
- Other documents that are required:

<u>SUBCONTRACTOR DOCUMENT SUBMISSIONS</u>		
<i><u>Estimated Value of Contract – Subcontractor</u></i>	<i><u>For Subcontractors in the four major branches listed above</u></i>	<i><u>For all other Subcontractors</u></i>
	<u>Submit With Bid</u>	<u>Submit Within ten (10 Days of Receipt of Notice of Award)</u>
\$2,000 through \$5,999	Contractor's Registration Certificate	
\$6,000 through \$17,499	Contractor's Registration Certificate New Jersey Business Registration Certificate	
\$17,500 through \$19,999	Contractor's Registration Certificate New Jersey Business Registration Certificate	
\$20,000 or more	Contractor's Registration Certificate New Jersey Business Registration Certificate	

Certification of Equipment

The _____ hereby certifies the above named
Name of Bidding Company

subcontractor has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

Authorized Agent (Print) -- Bidder_____
Signature of Authorized Agent—Bidder**(form continued on next page)**

To be completed, signed and returned with Bid

(IF APPLICABLE)

Subcontractor's Disclosure Statement **Other Trades**

2021-ROAD RECONSTRUCTION-SUNBURST LANE

Bid No. 2021-07-21

Bid Date: THURSDAY, JULY 15, 2021

5. Name of Trade/Type of Work _____

Name of Subcontracting Company _____

Address _____

City, State, Zip _____

Telephone _____ Fax _____

E-Mail _____ FEIN No: _____

Authorized Agent _____ Title _____

Will the cost of sub-contract exceed \$20,000.00?

_____ Yes Estimated Value of Contract \$ _____

_____ No Estimated Value of Contract \$ _____

If checked **yes**, the sub-contractor must be pre-qualified to perform the work. The bidder must provide in the bid package the following:

- The subcontractor's Notice of Classification;
- The subcontractor's Total Amount of Uncompleted Contracts; and
- Other documents that are required:

<u>SUBCONTRACTOR DOCUMENT SUBMISSIONS</u>		
<u>Estimated Value of Contract – Subcontractor</u>	<u>For Subcontractors in the four major branches listed above</u>	<u>For all other Subcontractors</u>
	<u>Submit With Bid</u>	<u>Submit Within ten (10 Days of Receipt of Notice of Award</u>
\$2,000 through \$5,999	Contractor's Registration Certificate	
\$6,000 through \$17,499	Contractor's Registration Certificate New Jersey Business Registration Certificate	
\$17,500 through \$19,999	Contractor's Registration Certificate New Jersey Business Registration Certificate	
\$20,000 or more	Contractor's Registration Certificate New Jersey Business Registration Certificate	

Certification of Equipment

The _____ hereby certifies the above named
Name of Bidding Company

subcontractor has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

Authorized Agent (Print) -- Bidder

Signature of Authorized Agent—Bidder

Bid No. 2021-07-21

Sworn Contractor Certification; Qualifications and Credentials

Pursuant to N.J.S.A. 40A:11-1 et seq., a pre-qualified contractor seeking to bid Construction Projects, and any subcontractors, that are required to be named under N.J.S.A. 40A:11-1 et seq., shall, as a condition of bidding, submit this Sworn Contractor Certification regarding qualifications and credentials.

I, _____, the principal owner or officer of the company certify that the foregoing statements are true and our firm has the following qualifications and credentials:

1. A current, valid certificate of registration issued pursuant to "The Construction Project Contractor Registration Act," N.J.S.A. 34:11-56:48 et seq. A copy of which is submitted with its bid;
2. A current, valid Certificate of Authority (Business Registration) to perform work in New Jersey issued by the Department of Treasury, a copy of which is submitted with its bid;
3. A current valid contractor trade license required under applicable New Jersey Law for any specialty trade or specialty area in which the firm seeks to perform work, a copy of which is submitted with its bid;
4. During the term of The Township project, I as principal owner or officer of the company or corporation, as contractor, will have in place a suitable quality control and quality assurance program and an appropriate safety and health plan.

Name of Company_____

Print Name of Owner or Officer_____

Signature of Owner or Officer_____

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

The contractor and The Township of Piscataway (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Name of Company_____

Authorized Agent_____

Title or Position _____

Signature_____

Date_____

EXHIBIT "B"
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
N.J.A.C. 17:27-1.1 et seq.
CONSTRUCTION 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 or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. 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 three business days of the contract award, seek assurances 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 rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
- (B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor 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:
 - (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
 - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

EXHIBIT B (Continued)

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, 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 arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the 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 (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

(Revised: January, 2016)

EXHIBIT B (Continued)

DATED: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

Bid No. 2021-07-21

TOWNSHIP OF PISCATAWAY

**TOWNSHIP FORMS THAT ARE REQUIRED TO BE
COMPLETED AND RETURNED WITH BID WITH BID
DOCUMENTS:**

HOLD HARMLESS AGREEMENT

BIDDERS AFFADVIT

PLAN & EXPERIENCE

PISCATAWAY BID BOND FORM

CERTIFICATION LAST PAGE

BID BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS, That we, _____
as Principal, and _____, a corporation duly organized under the laws of the State of _____, as Surety, are held and firmly bound unto the Township of Piscataway as Obligee, in the sum of Ten Percent (10%) of the Total Bid, Not to Exceed Twenty Thousand Dollars (\$20,000.00) for the payment of which Principal and Surety Bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Principal has submitted a bid for _____,
the "Project."

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, shall pay to the Obligee the difference, not to exceed the amount of this Bond, between the amount specified in bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void: otherwise to remain in full force and effect.

Signed and sealed this ____ day of _____, 20__

Surety: _____

By: _____

Witness: _____

Principal: _____

By: _____

Witness: _____

HOLD HARMLESS AGREEMENT

“To the fullest extent permitted by law, _____
(Name of Contractor/Vendor/Facility User) agrees to defend, pay on behalf of, indemnify, and hold harmless the Township of Piscataway, its elected and appointed officials, its agents, employees and volunteers and others working on behalf of the Township of Piscataway, against any and all claims, demands, suits, or loss including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Township of Piscataway, its elected and appointed officials, its agents, employees, volunteers or others working on behalf of the Township of Piscataway, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected for associated with this contract”

By: _____
Contractor/Vendor/Facility User

Township Of Piscataway

(Authorized Signature)

(Printed Name of Above)

(Address)

(City, State, Zip)

(Phone)

BIDDER'S AFFIDAVIT

I, _____, being duly sworn, deposes that he/she

resides at _____

and that he/she is the _____ of _____
(Title) (Name of Bidder)

I am duly authorized to sign the bid and that bid is the true offer of the bidder, that the seal attached thereto is the seal of the bidder, and that each, every and all the declarations and statements contained in the bid and any and all affidavits, questionnaires and documents submitted pursuant to the proposal forbids are true to the best of my knowledge and belief.

(Affiant)

PLAN, EXPERIENCE AND EQUIPMENT QUESTIONNAIRE

Submitted to _____

)A Corporation

By _____)A Copartnership

)An Individual

Principal Office _____

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

- 1) In what manner have you inspected the proposed work? (explain in detail)

- 2) Explain your plan or layout for performing the proposed work.

- 3) The work, if awarded to you, will have the personal supervision of whom?

4.1) How many years has your organization been in business under your present name?

4.2) Have you ever failed to complete any work awarded to you? Yes ____ No ____
(If yes, attach additional sheet with details and explanation.)

5) Do you intend to sublet any portion(s) of this work? Yes ____ No ____
If yes, state amount of sub-contract, and if known, the name and address of the sub-contractor, amount and type of his equipment and financial responsibility.

6.) What equipment do you own that is available for and intended to be used on the present project?

QUANTITY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC	CONDITION	YEARS OF SERVICE	PRESENT LOCATION

- 7.) What equipment do you intend to purchase or lease for use on the proposed work, should the contract be awarded to you?

QUANTITY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC	APPROXIMATE COST	
			PURCHASE	LEASE

- 8) Have you made contracts or received firm offers for all materials prices used in preparing your proposal ? Yes ____ No ____ **Do not** give names of dealers or manufacturers.

STATUS OF PRESENT AND PAST CONTRACTS

- 9) Give full information about past and present contracts, whether private or governmental contracts, whether prime or sub-contracts; whether completed or in progress or awarded but not yet begun; or whether you are low bidder pending award of contract.

OWNER	LOCATION	DESCRIPTION	ADJUSTED CONTRACT AMOUNT	AMOUNT COMPLETED AND BILLED	ADDITIONAL EARNED SINCE LAST ESTIMATE	BALANCE TO BE COMPLETED	ESTIMATED DATE OF COMPLETION

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE.

DATED: _____

(Signature)

(Name and Title)

(Company Name)

(Address)

(City, State, Zip Code)

P.O. BOX 209
TRENTON, NJ 08625-0209
(609) 292-9550

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT


Certification 111XX

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

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-DEC-20XX to 15-DEC-20XX

SAMPLE COMPANY, INC.
33 WEST STATE STREET
TRENTON, NJ 08625


State Treasurer

VOID

REQUIRED

I have read this Bid in its entirety and hereby affirm that the Provider agrees to all terms and acknowledge as outlined in the instructions to bidders.

DATED: _____

(Signature)

(Name and Title)

(Company Name)

(Address)

(City, State, Zip Code)

(Corporate Seal)

TOWNSHIP OF PISCATAWAY

**PLEASE COMPLETE & SIGN ALL OF
THE REQUIRED FORMS IN BLUE INK**

TOWNSHIP OF PISCATAWAY

TO All Bidders:

REMINDER!

Did you sign all of the bid documents?

All bid documents returned to the Township shall be signed with original signatures. Please use [Blue Ink](#).

The Township will not accept facsimile or rubber stamp signatures.

Failure to sign and submit all bid documents may be cause for disqualification and rejection of the bid.

REQUIRED: “Original” and (REQUIRED One “True Copy” of the original)

.....
Require: Cover Page with Name, Address, Phone Number, E-mail Address.

Return the entire original bid packet intact by the indicated deadline.

Please check the Website: www.piscatawaynj.org for any Addendum

Instructions: (Click on Home Page, EGov, Bids Download, Print)

Any Addendum must be submitted with Acknowledgement Addenda Form.

E-mail questions to: purchasing@piscatawaynj.org

732-562-2321 (The Division of Purchasing)

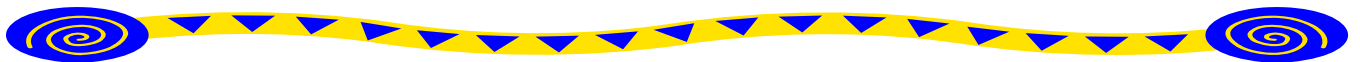
THE TOWNSHIP OF PISCATAWAY

2021-ROAD RECONSTRUCTION-SUNBURST LANE



TECHNICAL

Pages1-31



MARIA E. VALENTE-CAEMMERER

Purchasing Agent

TECHNICAL SPECIFICATIONS

SITE EXAMINATION

At their sole discretion, bidders may examine the site of the work before submitting their proposals.

SPECIFICATIONS AND INSPECTIONS

All construction will conform to Township of Piscataway specifications and inspections as well as the requirements of the N.J.D.O.T. Standard Specifications for Road and Bridge Construction - 2019, as amended heretofore may also to be identified as the N.J.D.O.T. Standard Specifications or Standard Specifications.

The contractor shall provide the Director of Public Works or his/her designee with one copy of all delivery slips for materials used in this project. All materials found to be defective during the progress of the work will be rejected by the Director of Public Works or his/her designee and the Contractor shall promptly remove such defective material from the job site.

It is the intent of this contract to perform the excavation unclassified, and install 5" 25M64 base as fast as possible. This may be required to be done in segments. After excavation area must be compacted and tested using a nuclear densometer. If area needs additional excavation, then the DGA will be used.

MATERIALS

All materials used in this project are to meet the approval of the Director of Public Works or his/her designee.

UTILITY COMPANIES

All utility companies are to be notified by the Contractor prior to the start of construction to ensure that their facilities will not deter the course of construction, and to insure accurate locations and safety considerations. The Contractor shall not start the work until he has notified all utilities and all utilities have marked the location of their facilities in the field.

Whenever the possibility of a conflict in elevation and / or horizontal location arises, it shall be the responsibility of the Contractor to arrange for test holes to be made in order to ascertain the existence of a conflict or lack of same.

No separate or additional payment shall be made for any work performed under this section.

CONSTRUCTION MATERIAL

All prices to be quoted on pavement, curb, sewer, etc., shall include the necessary cost to remove and replace all obstacles to the proper completion of the work unless noted otherwise. Such obstacles may include street signs, trees, fences, existing curb and pavement, shrubbery and others as designated by the Director of Public Works or his/her designee.

NOTICE TO PROCEED

A "Notice to Proceed" will be issued by the Director of Public Works or his/her designee from which time the Contractor shall diligently pursue the completion of the work under the Contract.

MAINTENANCE BOND

Upon completion of the work, the Contractor shall furnish a maintenance bond of a sum equal to ten percent (10%) of the contract price and said bond shall remain in full with the Township for a period of one year after the date of acceptance of the project.

APPROXIMATE QUANTITIES

It should be understood that all quantities are approximate, and that bid units may be increased or decreased as deemed necessary by the Director of Public Works or his/her designee.

COMMENCEMENT OF WORK

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" from the Director of Public Works or his/her designee and to fully complete the project within **30** consecutive calendar days thereafter. Bidder must also agree to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter.

DAMAGE TO UTILITIES AND OTHER STRUCTURES

The Contractor shall be responsible for all injury to water pipes, fire hydrants, gas pipes, electrical wire conduits, sewers, and other structures met within the prosecution of the work and shall be liable for damages to public or private property resulting there from which amounts may be deducted from any estimate due him. The Contractor is required to sling, shore up and secure in their place all water pipes, gas pipes, electrical conduits, and sewers without injury, and to provide for and maintain the flow of water, gas, electricity, drainage and water courses, whether on the surface or underground, which may be intercepted or interrupted during and by the progress of the work. When necessary, to change the location of gas pipes, electrical conduits or any other underground structures owned or controlled by corporations other than the Township, the change will be made by the owners and any additional cost will be borne by the Contractor. The Contractor shall give every facility for doing the work.

PROTECTION AGAINST ACCIDENT

The Contractor shall erect suitable barriers around the project to prevent accidents to passerby 's, and shall place and maintain, during the night, sufficient lights on or near the work. The Contractor shall have responsible charge of, for the entire scope of the construction for which he has contracted until its completion and acceptance.

PROTECTION OF PROPERTY

The Contractor shall, at his expense, shore up, protect and make good, as may be necessary, all buildings, walls, fences, or other property injured, or liable to be injured during the progress of the

work and the Contractor will be held responsible for the entire scope of the construction for which he has contracted until its completion and acceptance.

DRIVEWAYS

The Contractor shall at all times be responsible for providing driveway access to all property owners on the construction site. He shall adequately cut down or fill up and compact driveways as directed by the Director of Public Works or his/her designee. All costs for this work shall be included within the prices bid within the various items designated in the proposal.

DUST CONTROL

Should it be determined by the Director of Public Works or his/her designee that job conditions warrant dust control measures, the Contractor shall apply calcium chloride, or use other reasonable methods designated by the Director of Public Works or his/her designee in sufficient quantity and frequency to delete this nuisance throughout the course of construction.

All possible costs for dust control shall be included within the unit prices bid in the proposal. No extra payments will be made by the Township for this work.

“THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT ”

All named contractors must be registered with the Department of Labor pursuant to the Public Works Contractor Registration Act at the time the proposal is received, or the proposal will be determined to be non-responsive.

Any non-listed contractor must be registered with the Department of Labor prior to physically starting work.

The successful bidder shall set forth in the bid the name or names of all subcontractors to whom the bidder will subcontract the furnishing of plumbing and gas fitting, and all kindred work, and of the steam and hot water heating and ventilating apparatus, steam power plants and kindred work, and electrical work, structural steel and ornamental iron work, each of which subcontractors shall be qualified in accordance with P.L. 1971, C. 198 (C.40A: 11-1 et seq.). The contracting unit shall require evidence of performance security to be submitted simultaneously with the list of the subcontractors. Evidence of performance security may be supplied by the bidder on behalf of himself and any or all subcontractors, or by each respective subcontractor, or by any combination thereof which results in evidence of performance security equaling, but in no event exceeding, the total amount bid;

The certificate shall set forth the scope of work, goods and services for which the subcontractor has submitted a price quote and which the bidder has agreed to award to each subcontractor should the bidder be awarded the contract. The certificate shall be submitted to the contracting unit simultaneously with the list of the subcontractors. The certificate may take the form of a single certificate listing all subcontractors or, alternatively, a separate certificate may be submitted for each

subcontractor. If a bidder does not submit a certificate or certificates to the contracting unit, the contracting unit shall award the contract to the next lowest responsible bidder.

Contact Information

Contractor Registration Unit
Division of Wage and Hour Compliance
New Jersey Department of Labor
P.O. Box 389
Trenton, New Jersey, 08626-0389
Telephone: 609-292-9464
Fax: 609-633-8591
E-Mail: contreg@dol.state.nj.us
Web Site: www.nj.gov/labor/lsse/lspubcon.html

DIVISION 150 – CONTRACT REQUIREMENTS

SECTION 158 – SOIL EROSION AND SEDIMENT CONTROL AND WATER QUALITY CONTROL

SOIL EROSION AND SEDIMENT CONTROL (ITEM 1)

DESCRIPTION

This work consists of the construction and maintenance of various temporary soil erosion and sediment control measures, including relocating them as required for stage construction. All work shall be done in accordance with the current “Standard for Soil Erosion and Sediment Control in New Jersey”, as set forth in the Soil Erosion and Sediment Control Permit filed with Freehold Soil Conservation District.

MATERIALS

Inlet Protection

Silt fence

Wood stakes, posts and boards shall be solid, reasonably knot-free lumber conforming to the nominal size.

Geo-textiles

Fibers used in the manufacture of geo-textiles and threads used in sewing geo-textiles shall be long-chain, polymeric filaments or yarns consisting of at least 85%, by weight, polyolefin's, polyesters or polyamides. The fibers shall be formed into a network such that the filaments or yarns retain dimensional stability relative to each other, including selvages.

Geo-textile rolls shall be furnished with wrapping and, prior to placement, shall be stored for protection against moisture and extended ultraviolet ray exposure. Each roll shall be labeled to provide product identification.

Stone Size

ASTM C-33 size #2 (1-1/2"-2-1/2") crushed stone. Crushed stone shall be uniform in texture and quality.

Mulch

Seed Mixtures

METHODS OF CONSTRUCTION

Prior to all grubbing operations, soil erosion and sediment control measures shall be installed. When unstabilized areas caused by grading or other earth disturbing activities exist beyond 14 calendar days, the areas disturbed shall be seeded and mulched. These requirements pertain to perimeter controls, berms, dams, swales, ditches and slopes. Upon completion of the grading or construction, disturbed areas shall be permanently stabilized within 7 calendar days.

Stabilization shall be in accordance with Section 807.03.01 of the N.J.D.O.T. Standard Specifications, 2019, as amended.

When excavation or embankment construction reaches the finished sub-grade, those areas on which paving is to be placed are exempt from the above stabilization requirements. Roadways and haul roads actively being used for daily conveyance of equipment as well as areas between temporary berms, except median areas, are also exempt.

Streams shall be protected from soil erosion and sediment. Streams being diverted shall be protected through the use of silt fences. Temporary diversion channels shall be lined with geo-textile fabric and temporary riprap.

Soil being stockpiled shall be placed in well-drained areas no closer than 50 feet from streams, wetlands, floodplains and other watercourses, unless otherwise directed. The stockpiles shall be seeded and mulched in accordance with Sections 807.03.01 of the N.J.D.O.T. Standard Specifications, 2019, as amended.

Adequate temporary soil erosion and sediment controls shall be provided around the stockpiles until such time as vegetation is established on the piles.

Temporary soil erosion and sediment control measures shall be used to correct conditions that develop during construction that were not foreseen during design, and may include construction work outside of the project limits. These temporary measures will be paid for in accordance with Section 104 of the N.J.D.O.T. Standard Specifications, 2019, as amended.

In the event that temporary soil erosion and sediment control measures are required due to the Contractor's failure, for any reason, to install or maintain soil erosion and sediment controls, either as part of the work or as directed, such work shall be performed by the contractor at no cost to the Township.

If the Contractor is not in compliance with soil erosion and sediment control provisions, corrective actions shall be taken immediately. The Director of Public Works or his/her designee may suspend the work, wholly or in part, in accordance with Subsection 108.13 of the N.J.D.O.T. Standard Specifications, 2019, as amended, until such time as the contractor is fully in compliance. All

corrective and remedial work required to bring the contractor into compliance shall be performed at no cost to the Township.

Temporary soil erosion and sediment control measures shall be removed when necessary to allow for the installation of permanent control features or as permanent controls become functional. Before acceptance of the project, all items used for temporary soil erosion and sediment control shall be removed unless the Director of Public Works or his/her designee directs that specific items remain in place.

SOIL EROSION AND SEDIMENT CONTROL MANAGER

The Contractor shall assign to the project a supervisory-level employee to serve in the capacity of soil erosion and sediment control manager. This employee shall be thoroughly experienced in all aspects of soil erosion and sediment control and construction. The Contractor shall submit the name and applicable experience of this employee to the Director of Public Works or his/her designee for approval at least 10 working days prior to commencing any work on the project. Any change in the appointment of the soil erosion and sediment control manager during the term of the contract shall require a written submission and approval.

The soil erosion and sediment control manager shall have the primary responsibility and sufficient authority for implementing the approved soil erosion and sediment control schedules and methods of operations. The soil erosion and sediment control manager shall coordinate his operations with the Director of Public Works or his/her designee and shall oversee and supervise all aspects of soil erosion and sediment control on the project. This includes both on-site and off-site activities, including those involving subcontractors.

The soil erosion and sediment control manager will be required to attend all soil erosion and sediment control meetings held during the life of the project.

LIMITATIONS OF OPERATIONS

Clearing and grubbing operations shall be so scheduled and performed that grading, and mulching, seeding and other permanent pollution control features can follow immediately thereafter according to the approved progress schedule. Should seasonal limitations make such coordination unrealistic, additional temporary soil erosion and sediment control measures shall be required between successive construction stages.

The amount of surface area of erodible earth material exposed at one time by clearing and grubbing, excavation, borrow or fill operations, without stabilization, shall not exceed 750,000 square feet for clearing and grubbing operations, or 750,000 square feet for grading operations without prior approval. The Director of Public Works or his/her designee may increase or decrease these amounts commensurate with the contractor's capability and progress in keeping the construction current with the approved progress schedule.

SILT FENCE

Silt fence shall consist of Geo-textile Fabric whose width shall be at least 3 feet to provide for a 2 foot high fence after 1 foot of fabric is buried in the existing soil. Sections of fabric shall be joined in such an overlapping manner, that when in operation, the sections work effectively as a continuous fence. Fence posts shall be installed at a slight angle toward the anticipated runoff source.

INLET PROTECTION

STABILIZED CONSTRUCTION ENTRANCE

Stabilized construction entrance shall consist of Size #2 crushed stone, a minimum of 100' long x 30' wide x 1.0' thick. The driveway shall be maintained by top dressing with additional stone, as directed, and shall be removed when no longer required.

TEMPORARY STOCKPILE

There shall be no temporary stockpile.

SOIL EROSION AND SEDIMENT CONTROL MAINTENANCE

Soil erosion and sediment control measures shall be maintained during the construction season as well as during winter months and other times when the project is closed down, throughout the life of the project, to ensure that the measures function properly. Soil erosion and sediment controls shall be immediately inspected after each rain and any corrective work shall immediately be performed to return the soil erosion and sediment control measures to proper function, as directed. Silt fence or hay bales damaged due to washouts or siltation shall be replaced as directed.

Silt fences shall have sediment removed when the sediment reaches 50% of the height of the soil erosion and sediment control measure. Inlet protection shall have sediment removed after each storm event. Sediment removed shall be disposed of in accordance with Subsection 202.03.07 of the N.J.D.O.T. Standard Specifications, 2019, as amended.

QUANTITY AND PAYMENT

Payment for soil erosion and sediment control shall be on a lump sum basis, for completed work. Payment shall include all labor, equipment, supervision, the disposal of all materials and debris, the restoration of all damaged items, and all else necessary thereto.

SECTION 159 – TRAFFIC CONTROL BREAKAWAY BARRICADES (ITEM 2)

DESCRIPTION

Under this item, the contractor shall provide, install and maintain suitable Type 3 Barricades in order to insure the safe passage of vehicular and pedestrian traffic throughout the project limits during the entire period. Items to be installed are shown on the plan and as listed below.

All traffic control measures shall conform to section 159 of the N.J.D.O.T Standard specifications for Road and Bridge Construction 2019, as amended. All Maintenance and Protection of Traffic shall be coordinated with the Piscataway Township Police Department.

METHOD OF CONSTRUCTION

Installation of all traffic control measures shall be in accordance with section 159 of the N.J.D.O.T. Standard Specifications, 2019, and also as shown on the construction detail sheet.

QUANTITY AND PAYMENT

Payment for Barricades, Type 3 shall be on a per unit basis, installed at the price bid in the proposal and shall include all necessary labor, equipment and materials.

SECTION 159 – TRAFFIC CONTROL **DRUMS (ITEM 3)**

DESCRIPTION

Under this item, the contractor shall provide, install and maintain suitable drums in order to insure the safe passage of vehicular and pedestrian traffic throughout the project limits during the entire period. Items to be installed are shown on the plan and as listed below. **All traffic control measures shall conform to section 159 of the N.J.D.O.T Standard specifications for Road and Bridge Construction 2019, as amended.**

All Maintenance and Protection of Traffic shall be coordinated with the Piscataway Township Police Department.

METHOD OF CONSTRUCTION

Installation of all traffic control measures shall be in accordance with section 159 of the N.J.D.O.T. Standard Specifications, 2019, as amended, and as also shown on the construction detail sheet.

QUANTITY AND PAYMENT

Payment for drums shall be on a per unit basis, installed at the price bid in the proposal and shall include all necessary labor, equipment and materials.

SECTION 159 – TRAFFIC CONTROL **TRAFFIC CONES (ITEM 4)**

DESCRIPTION

Under this item, the contractor shall provide, install and maintain suitable traffic cones in order to insure the safe passage of vehicular and pedestrian traffic throughout the project limits during the entire period. Items to be installed are shown on the plan and as listed below.

All traffic control measures shall conform to section 159 of the N.J.D.O.T Standard specifications for Road and Bridge Construction 2019, as amended. All Maintenance and Protection of Traffic shall be coordinated with the Piscataway Township Police Department.

METHOD OF CONSTRUCTION

Installation of all traffic control measures shall be in accordance with section 159 of the N.J.D.O.T. Standard Specifications, 2019, as amended, and as also shown on the construction detail sheet.

QUANTITY AND PAYMENT

Payment for traffic cones shall be on a per unit basis, installed at the price bid in the proposal and shall include all necessary labor, equipment and materials.

SECTION - 159 TRAFFIC CONTROL **UNIFORMED LAW ENFORCEMENT OFFICERS (ITEM 5)**

DESCRIPTION

This item shall include hiring uniformed law enforcement officers to work as traffic directors (Section 159.03.08.)

QUANTITY AND PAYMENT

Compensation shall be based upon actual time expended by Uniformed Law Enforcement Officers.

The contracting unit is not responsible for traffic control costs beyond the number of working days specified in the construction contract in accordance with section 17 of P.L. 1971, c.198 (C40A:11-17), when such a delay is caused by the contractor and liquidated damages have been assessed.

DIVISION 160 - PRICE ADJUSTMENTS **ASPHALT PRICE ADJUSTMENT (ITEM 6)**

DESCRIPTION

Permits price adjustments in local public contracts for asphalt according to enactment of P.L. 2009.c. 187 (A-436/S-2833)

The department of Transportation will make monthly price adjustments for asphalt and binder usage. The department will calculate asphalt price adjustments based on the quantities of items containing asphalt binder 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 adjustments 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

MEASUREMENT AND PAYMENT

Payment for Asphalt Price Adjustment shall be determined by the monthly asphalt price index, as determined by the N.J.D.O.T. will be the average of quotations from suppliers serving the area in which the project is located, and will be determined by the D.O.T. each month. The D.O.T will post the monthly asphalt price index every month on the department's web site:<http://www.state.nj.us.transportation/business/transport/PriceIndex.shtm>.

The basic asphalt price index is the asphalt price index for the month before the opening of the bids. The D.O.T. 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 the approval of the Resident Director of Public Works or his/her designee.

DIVISION 160 – PRICE ADJUSTMENTS **FUEL PRICE ADJUSTMENT (ITEM 7)**

DESCRIPTION

This section describes the requirements for fuel price adjustments for fuel and asphalt usage. The calculations and usage must be followed as described in section 160.03.01

The D.O.T. will make monthly price adjustments for fuel usage for items listed in Table 160.03.01-1. The D.O.T. will calculate fuel price adjustments based on the monthly pay quantities of listed items using the fuel usage factors listed in this table.

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 D.O.T. will calculate fuel price adjustment on a monthly basis using the following formula:

$$F = (MF - BF) \times G$$

Where:

F= Fuel Price Adjustment
MF= Monthly Fuel Price Index
BF= Basic Fuel Price Index
G= Gallons of fuel for Price Adjustment

MEASUREMENT AND PAYMENT

The basic fuel price index is the previous month's fuel price index before receipt of bids. The D.O.T. will use the fuel price index for the month before the regular monthly estimate cut off date as the Monthly Fuel Price Index. If the Monthly Fuel Price Index increases by 50 percent or more over the Basic Fuel Price Index, do not perform any work involving Items listed in Table 161.03.01-1.

DIVISION 200 - EARTHWORK

SECTION 201

SITE CLEARING AND RESTORATION (ITEM 8)

DESCRIPTION

Site clearing and restoration shall consist of the work of clearing the site of the project within the limits of disturbance shown on the plans. This item shall include but not be limited to the removal and/or resetting of mailboxes, local street and road signs, guide rails, plugging abandoned pipes using concrete, removing pipe, inlets and manholes, removing sidewalks, driveways, curbs and gutters, removing electrical material and equipment. Local street and road signs that are relocated or new shall include breakaway posts and soil anchor plates, Type 1 and shall be made in accordance with A.S.T.M. A36 or 11 gauge sheet steel. The plate shall be punched with two (2) 7/16 inch-diameter holes on 4 inch centers. All anchor plates shall conform to the attached construction detail drawings titled "steel U-posts Sign Supports". Clearing and grubbing shall consist of removal of trees up to and including 6" caliper, shrubs, miscellaneous landscaping and all other items or obstacles necessary to the proper completion of the work, except as herein provided. (Section 201.03.01)

Before beginning excavation or embankment construction, clear the site within the limits of construction. Clear the ground surface of designated trees, (up to and including 6" diameter) bales, brush, shrubs, weeds, roots, matted leaves, small structures, debris and other objectionable material.

Trees, shrubs and other landscape features within the construction limits which do not interfere with the progress shall not be removed, but shall be protected during the progress of the work in a manner satisfactory to the Engineer. All remaining trees shall be pruned as necessary, and damaged areas painted, to remove branches from the roadway side of the curbing or sidewalk area, as directed by the Director of Public Works or his/her representative.

Remove and reset residential and commercial mailboxes at locations acceptable to owners and according to United States Postal Service requirements.

MATERIALS:

Provide materials as specified and as noted in 201.02

METHODS OF CONSTRUCTION

It is the intention of this Contract to perform the needed construction with the least possible detriment to the natural environment, and the Contractor shall use all reasonable care in his operations with motorized equipment. The Contractor shall repair all injury to bark, trunk, limbs, and roots of

remaining trees using approved nursery methods and materials. Materials accumulated by clearing and grubbing, and all debris shall be disposed of by the Contractor at sites to be provided by him outside the site of the project. In addition, any surplus materials from any excavation shall be disposed of at the expense of the Contractor, unless otherwise noted.

QUANTITY AND PAYMENT

Payment for site clearing and restoration shall be a Lump Sum basis as given in the contract as noted in description and as authorized by the Engineer. Payment will not be made for site clearance and restoration beyond the construction limits shown on the plans and/or which has not been authorized within the construction limits. Payment shall include all labor and equipment, supplies, including breakaway posts, soil anchor plates, the disposal of material and debris, the restoration of all damaged items and all else necessary therefore and incidental thereto. Payment shall be processed at the completion of the project. No partial payment will be allowed.

SECTION 202 - EXCAVATION **EXCAVATION UNCLASSIFIED (ITEM 9)**

DESCRIPTION

The following is added to this Article of the Standard Specifications:

This item shall include the excavation of the roadway as required except rock, and bid in the Proposal. All excavated material shall be removed from the project site as part of this item. None of the aforementioned material shall be used for any purpose, including backfill on this project.

Excavation shall be in accordance with section 202 of the N.J.D.O.T. Standard Specification, 2019, as amended.

Excavation, unclassified, shall also include removal of hot mix asphalt pavement overlay, hot mix asphalt pavement, and reinforced and non-reinforced concrete pavement. It shall also include the testing of compaction using nuclear densometer for every roadway excavated.

In addition, excavation, unclassified, shall include the sawcutting of the existing pavement. This shall be at a distance of one foot from the edge of the existing pavement that is to remain in place to form a proper bond between the new pavement and the existing pavement, or as directed by the Director of Public Works or his/her designee.

Excavation, unclassified, shall also include, as required, the separation and temporary stockpiling of suitable earth materials from excavation and the rehandling of the stockpiled materials for the construction of the roadway embankments, subbase, base courses and backfill if and where directed by the Director of Public Works or his/her designee.

Excavation, unclassified, shall also include removal of unsuitable material in cut sections disclosed of by proof rolling.

UNAUTHORIZED EXCAVATION

Special care will be taken with the final six inches of all excavations. In no case shall the excavation be carried below grade by machine and backfill used to establish the required grade. Where the excavation has been carried below grade through error or because of slides or cave-ins, the Contractor shall at his own expense restore such areas with 3/4 inch graded gravel or crushed stone or as directed by the Director of Public Works or his/her designee.

If the Contractor excavates below the required grade for structures, the overexcavation shall be filled with material subject to the requirements of the Director of Public Works or his/her designee. The material may include 2000 psi concrete if so ordered by the Director of Public Works or his/her designee.

METHODS OF CONSTRUCTION

Excavation operations may be conducted by milling or other standard methods acceptable to the Director of Public Works or his/her designee. Should the successful bidder choose to excavate by bulldozer, grader, or other acceptable method, care must be taken not to disturb the sub-grade below. Any such disturbance shall be remedied in a manner acceptable to the Director of Public Works or his/her designee at the contractor's expense. Should the successful bidder choose to mill, the following methods of construction must be adhered to;

A test strip shall be constructed within the proposed limits of milling prior to commencement of the milling operations. The test strip shall be used to determine the machine and drum speeds of operation which will produce the property surface texture and, when profiling is called for, to determine the cutting depth required to remove ruts and transverse corrugations.

The milling operation may begin when the above criteria have been established and approved. The machine shall be operated at the speeds and cutting depth determined during the test strip milling. Test strips shall be construction for each milling machine use. If the area to be milled is less than 2,500 square yards, a test strip is not required.

The milling operation, including removal of the milled material, shall be carried out in a manner that will prevent dust and other particulate matter from escaping into the air.

QUANTITY AND PAYMENT

Payment shall be per cubic yard of material, regardless of method, at the price bid in the Proposal and shall include all necessary labor, materials, excavation and supplies, including removal and proper disposal of excavated material from the site, it shall include the cost of compaction testing using a nuclear densometer for every road that is excavated.

DIVISION 300 – GEOGRID, SUBBASE AND BASE COURSES **GEOGRID (ITEM 10)**

DESCRIPTION

This item shall consist of the installation of a Geogrid fabric prior to the spreading of the Dense Graded Aggregate Base Course, 6" Thick, as directed by the Director of Public Works or his/her designee.

MATERIALS

Tensar Triax Geogrid or approved equal is recommended for the purpose of this project using the TX® 160-16 product from Tensar.

METHODS OF CONSTRUCTION

The contractor shall access <https://www.tensarcorp.com/Systems-and-Products/Tensar-Triax-geogrid/TriAx-Installation> for instructions and specifications on the proper installation of the TX® 160-16 or a similar site for an approved equal. Once an approved Geogrid is selected a written copy of the specifications and proper installation methods are to be presented to the Director of Public Works or his designee.

EQUIPMENT

The geogrid comes in rolls and does not require any specialized equipment to lay it on the subgrade. It can be rolled out by a person pushing the roll forward to its end.

QUANTITY AND PAYMENT

Payment shall be per square yard of Geogrid product as measured in the field fully covering the roadway subgrade in accordance with installation instructions provided by the manufacturer, at the price bid in the proposal and shall include all necessary labor, materials and supplies.

SECTION 302 – AGGREGATE BASE COURSE **DENSE GRADED AGGREGATE BASE COURSE, 6” THICK (ITEM 11)**

DESCRIPTION

This item shall consist of Dense Graded Aggregate Base Course, 6” Thick, as directed by the Director of Public Works or his/her designee.

MATERIALS

Materials shall conform to the dense graded aggregate designation in Subsection 901.10 of the N.J.D.O.T. Standard Specifications, 2019, as amended.

EQUIPMENT

Equipment shall include equipment that can spread aggregate, without segregation. The compaction equipment shall be pneumatic- tire or dynamic compactors conforming to subsection 302.02.02 of the N.J.D.O.T. Standard Specifications, 2019, as amended.

METHODS OF CONSTRUCTION

Prior to placing base course material on the subgrade or subbase, the subbase shall conform to subsection 301.03.01, of the N.J.D.O.T. Standard Specifications, 2019, as amended.

PREPARATION OF SUBGRADE

As directed by the Director of Public Works or his/her designee, unsuitable subgrade shall be removed and replaced with subbase material in accordance with the N.J.D.O.T. Standard Specifications, 2019, as amended. Subbase material shall not be placed on soft, muddy, or frozen areas, or until all irregularities in the prepared areas, including soft areas in the foundation, have been corrected.

SPREADING AND COMPACTING

The subbase material shall be deposited on the prepared areas as uniformly as possible to avoid segregation. Subbase shall be constructed in layers not exceeding a compacted thickness of 8 inches. The subbase, if constructed in two or more layers, shall be of equal thickness, in accordance with the N.J.D.O.T. Standard Specifications, 2019, as amended.

PROTECTION OF EXISTING FACILITIES

If damage is caused to any utility, pipe, facility, building structure or its' contents, the method of operation shall be changed so as to avoid such damage. At such locations the subbase and subgrade shall be compacted by the density control method specified in Subsection 203.10 of the N.J.D.O.T. Standard Specifications, 2019, as amended.

QUANTITY AND PAYMENT

Payment shall be per square yard of Dense Graded Aggregate Base Course, 6" Thick, at the price bid in the proposal and shall include all necessary labor, materials and supplies.

DIVISION 400 - PAVEMENTS

SECTION - 401

HOT MIX ASPHALT BASE COURSE 25M64, 5" THICK (ITEM 12)

DESCRIPTION

This item shall include all necessary labor, materials and supplies to install Hot Mix Asphalt Base Course 25M64, 5" thick and as directed by the Director of Public Works or his/her designee.

MATERIALS

Hot Mix Asphalt Base Course 25M64, 5" Thick, shall comply with the requirements of the N.J.D.O.T. Standard Specifications for Road and Bridge Construction - 2019, as amended.

METHODS OF CONSTRUCTION

Hot Mix Asphalt base course 25M64, 5" Thick, shall be installed in one lift to result in a 5" thick layer of base asphalt upon thorough rolling and proper compaction. A "prime coat" shall be installed before placement of the material, as directed by the Director of Public Works or his/her designee.

Do not place HMA if it is precipitating. Do not allow trucks to leave the plant when precipitation is imminent. The contractor may resume operations when the precipitation has stopped and the surface is free from water. When placing HMA, ensure that the base temperature meets the minimum temperature requirements specified in table 401.03.03.

QUANTITY AND PAYMENT

Payment shall be per ton of Hot Mix Asphalt base course material 25M64, 5" thick, at the price bid in the Proposal and shall include all necessary labor, materials and supplies.

PRIME COAT

DESCRIPTION

This item shall include all necessary labor, materials and supplies, to apply prime coat prior to the Township of Piscataway subbase surface prior to installing hot mix asphalt base course of the roads that are ready for pavement. This shall be coordinated between Contractor and Township with regards to timing.

MATERIALS

Prime Coat, MC-30 shall conform to the subsection 401.03.02 of the N.J.D.O.T Standard Specifications, 2019, as amended. It shall be applied with spraying equipment at a temperature between 85 and 150 degrees Fahrenheit at a rate 0.1 to 0.5 gallons per square yard.

METHODS OF CONSTRUCTION

Clean the surface where the HMA is to be placed of foreign and loose material. Immediately before beginning paving operations, ensure that the surface is dry. Do not place prime coat unless the weather restrictions, as specified in 401.03.03, are met. Correct uncoated or lightly coated areas. Blot areas showing an excess of prime coat with sand or other similar material. Ensure that the material is not streaked or applied in ribbons.

QUANTITY AND PAYMENT

Prime coat shall be included in the price of hot mix base course at the rate applied to the subbase surface as described in the Materials section except for any provisions that permit a price adjustment for asphalt and/or fuel in the proposal and shall include all labor, materials and supplies.

HOT MIX ASPHALT SURFACE COURSE 9.5M64, 2" THICK (ITEM 13)

DESCRIPTION

This item shall include all necessary labor, materials and supplies to install Hot Mix Asphalt Surface Course 9.5M64, 5" thick and as directed by the Director of Public Works or his/her designee.

MATERIALS

Hot Mix Asphalt Surface Course 9.5M64, 5" Thick, shall comply with the requirements of the N.J.D.O.T. Standard Specifications for Road and Bridge Construction - 2019, as amended.

METHODS OF CONSTRUCTION

Hot Mix Asphalt Surface course 9.5M64, 5" Thick, shall be installed in one lift to result in a 2" thick layer of surface asphalt upon thorough rolling and proper compaction. A "tack coat" shall be installed before placement of the material, as directed by the Director of Public Works or his/her designee.

Do not place HMA if it is precipitating. Do not allow trucks to leave the plant when precipitation is imminent. The contractor may resume operations when the precipitation has stopped and the surface is free from water. When placing HMA, ensure that the base temperature meets the minimum temperature requirements specified in table 401.03.03.

QUANTITY AND PAYMENT

Payment shall be per ton of Hot Mix Asphalt Surface course material 9.5M64, 2" thick, at the price bid in the Proposal and shall include all necessary labor, materials and supplies.

TACK COAT

DESCRIPTION

This item shall include all necessary labor, materials and supplies, to apply tack coat prior to the paving of the top surface course of the road after 25M64 base course has been installed. This shall be coordinated between Contractor and Township with regards to timing.

MATERIALS

Tack Coat, RC-70 shall conform to the subsection 401.03.02 of the N.J.D.O.T Standard Specifications, 2019, as amended. It shall be applied with spraying equipment at a temperature between 120 and 190 degrees Fahrenheit at a rate 0.05 to 0.15 gallons per square yard.

METHODS OF CONSTRUCTION

Clean the surface where the HMA is to be placed of foreign and loose material. Immediately before beginning paving operations, ensure that the surface is dry. Do not place tack coat or prime coat unless the weather restrictions, as specified in 401.03.03, are met. Correct uncoated or lightly coated areas. Blot areas showing an excess of tack coat with sand or other similar material. Ensure that the material is not streaked or applied in ribbons

QUANTITY AND PAYMENT

Payment shall be in the price of hot mix surface course at the rate applied between any layers of hot mix asphalt as described in the Materials section except for any provisions that permit a price adjustment for asphalt and/or fuel in the proposal and shall include all labor, materials and supplies.

DIVISION 600 – MISCELLANEOUS CONSTRUCTION

SECTION 602 – DRAINAGE STRUCTURES
CURB PIECE, TYPE “N-ECO” HEAD (ITEM 14)

DESCRIPTION

This item shall include all necessary labor, materials, disposal, and supplies to curb piece, Type “N-ECO” head, as required by the Director of Public Works or his/her designee for the addition and / or extensions necessary. Existing grate shall be put aside and safely returned to the Piscataway Public Works yard on 505 Sidney Road. All new inlet frames shall be Campbell Foundry, Type “N” or Approved Equal.

MATERIALS

Materials shall be as shown on the detail sheet and in accordance with N.J.D.O.T Standard Specifications, 2019, as amended.

METHODS OF CONSTRUCTION

Inlets heads are to be replaced. Block removed for installation may not be used again, unless approved by the Director of Public Works or his/her designee.

QUANTITY AND PAYMENT

Payment for constructing curb piece, Type “N” ECO Head or approved equal, shall be per unit, constructed in place, and shall include all excavation, labor, materials, castings, supplies, backfilling, and compaction as directed by the Director of Public Works or his/her designee at the price bid in the Proposal.

SECTION - 607 CURB
GRANITE BLOCK CURB (ITEM 15 and 15A)

DESCRIPTION

This item shall be for the removal & construction of granite block curb, as shown on the plans, and where directed by the Director of Public Works or his representative, in accordance with the Detail Sheet.

MATERIALS

Portland cement concrete shall attain a maximum compressive strength of 4500 p.s.i. at 28 days and shall be air entrained. Granite blocks shall be of the same size shown on the drawings and be new or use of existing granite blocks may be used at the discretion of the Director of Public Works.

METHODS OF CONSTRUCTION

Before pouring, the sub grade shall be mechanically compacted and approved by the Township Engineer. The granite blocks shall be set in the freshly poured concrete base, and when set, shall be

properly backed, raked, and pointed. Actual removal and replacement of granite blocks with new or existing shall be included in Item 15.

Pointing of existing granite blocks with missing mortar in the joints shall be included in Item 15A. Pointing of existing granite blocks shall entail the cleaning of the joints of all accumulated debris and pointing the joints with mortar as set forth in Item 15.

QUANTITY AND PAYMENT

For Item 15, payment shall be per linear foot of granite block curb, as measured in place at the price bid in the Proposal and shall include all necessary labor, materials, supplies, backfilling. For Item 15A payment shall be for each joint cleaned of debris and subsequently pointed at the price bid per unit in the Proposal.

SECTION - 652 SANITARY SEWERS **RESET CASTINGS SANITARY MANHOLE AND DRAINAGE MANHOLE (ITEM 16)**

DESCRIPTION

This item shall include all necessary labor, materials, and supplies to adjust sanitary and drainage manhole castings to the new grades of the roadway.

MATERIALS

All materials shall be in accordance with the N.J.D.O.T. Standard Specifications, 2019, as amended except for any provisions that permit a price adjustment for asphalt, fuel, labor or any other materials or supplies.

METHODS OF CONSTRUCTION

Manhole castings shall be adjusted to conform to the proposed grades of the new roadway, shall be mortared in place and the disturbed area shall be covered with a minimum ¼ inch thick asphaltic se waterproofing material.

QUANTITY AND PAYMENT

Payment shall be per unit of sanitary and drainage manhole casting reset to grade at the price bid in the Proposal and shall include all necessary labor, materials and supplies.

SECTION 606 - SIDEWALKS, DRIVEWAYS AND ISLANDS **CONCRETE SIDEWALK, 4" THICK (ITEM 17)**

DESCRIPTION

This work shall consist of the construction of Portland cement, air-entrained, Class B concrete public sidewalk and ancillary sidewalk or other areas that require forming, pouring and finishing of 4

inches of concrete as specified; and the removal and disposal of existing concrete sidewalk material as applicable.

This work will conform to Part A & Part B above and to the NJDOT Standard Specifications – 2007, SECTION 606.03.02 – CONCRETE SIDEWALKS, DRIVEWAYS AND ISLANDS, as amended and supplemented herein by these specifications.

MATERIALS

Portland cement concrete shall conform to the Standard Specifications Section 903 using Class B concrete reaching 4,500 pounds per square inch strength within 28 days, except that concrete at driveways shall attain a compression strength of not less than 3,000 psi in three days. Class E concrete is to be used for this purpose. **All concrete is to have 7% air entrainment.** Other materials shall conform to the following Subsections:

Curing Materials	903.10
Preformed Expansion Joint Filler	914.01
Joint Sealer, Hot-Poured	914.02

METHOD OF CONSTRUCTION

Excavation and Backfilling.

Excavation shall be according to Subsection 202.03. Backfilling shall be according to Subsection 203.03.02. This material shall be placed in layers not exceeding 5 inches in loose thickness and shall be compacted until firm. Any and all excess excavated material shall be disposed of by the Contractor at the expense of the Contractor.

Preparation of Underlying Materials.

The underlying material shall be shaped and compacted to a firm, even surface. Unstable material shall be removed and replaced with acceptable material that shall be compacted.

Concrete Sidewalk.

Concrete sidewalks shall be constructed according to Section 606.03.02 and the following:

- 1. Mixing and Placing Concrete.** Immediately before placing the concrete, the underlying material shall be thoroughly dampened and the forms given a coating of light oil. Where removed and used again, the forms shall be thoroughly cleaned and oiled each time before using. Mechanical spreaders are not required.

When a limit of removal of old concrete is at a joint scored only at the surface and does not penetrate the concrete to its full depth, the joint shall be neatly saw cut to full depth and new concrete shall abut the newly cut joint. All saw cutting shall be performed in a safe manner insuring that silica dust is prevented from entering the atmosphere. At the direction of the Director this method shall also be used when old concrete that is to be removed abuts any asphalt surface.

2. **Finishing.** The concrete shall be struck off with a transverse template resting upon the side forms. After the concrete has been struck off to the required cross-section, it shall be finished with floats and straightedges until a smooth surface has been obtained.

When the surface of the concrete is free from water and just before the concrete attains its initial set, the surface shall be gone over and finished with a wooden float and brushed with a wet, soft-haired brush. The surface of the concrete shall be so finished as to drain completely at all times. All edges shall be finished and rounded with an edging tool having a radius of $\frac{1}{4}$ inch.

The surface shall be divided into blocks by use of a grooving tool. Grooves shall be so placed as to cause expansion joints to be placed at a groove line. The grooves shall be cut to a depth of not less than $\frac{1}{2}$ inch. The edges of the grooves shall be finished with an edging tool having a radius of $\frac{1}{4}$ inch.

3. **Expansion Joints.** Expansion joints shall be $\frac{1}{2}$ inch wide, placed at intervals of approximately 20 feet, and shall be filled with preformed expansion-joint filler. Expansion joints shall be formed around all appurtenances such as manholes and utility poles extending into or through the concrete. Preformed expansion joint filler, $\frac{1}{4}$ inch thick, shall be installed in these joints. Expansion joint filler shall be installed between concrete and any fixed structure, such as a building or bridge. The expansion joint material shall extend for the full depth.

The top and ends of expansion joint material shall be cleaned of concrete, and the expansion joint material shall be so trimmed as to be slightly below the surface of the concrete.

4. **Protection and Curing.** Forms may be removed when removal does not damage the concrete. No pressure shall be exerted upon the concrete when removing forms. Protection during cold weather and curing shall be according to Subsection 504.03.02C1.

For additional protection against scaling from freeze-thaw and deicing materials, the concrete must be protected with a commercially available silane or siloxane-based breathable concrete sealer or water repellant specifically designed for concrete slabs such as Silox-Seal manufactured by Amteco, Inc. located at 1841 F Marietta Blvd., Atlanta, GA 30318, telephone number 800 297 7325 or approved equal. The manufacturer's recommendations must be followed for application procedures and frequency. Prior to use of the sealer, the contractor must provide technical information on the product to be used for approval by the Director.

Pedestrians will not be permitted upon concrete sidewalks until 24 hours after finishing concrete. Vehicles or loads shall not be permitted on any sidewalk.

Such barricades and protection devices as are necessary shall be constructed and placed to keep pedestrians off the sidewalk.

Any concrete public sidewalk damaged before acceptance shall be repaired by removing concrete within groove limits and replacing it with concrete of the type and finish as is in the original construction. Damage caused by construction operations or cold weather shall be repaired without additional compensation.

QUANTITY AND PAYMENT

Method of Measurement.

Concrete Sidewalk, 4" thick, will be measured by the square feet.

Basis of Payment.

Unit price for this item shall include all necessary excavation, removal and disposal of the existing defective concrete public sidewalk, all labor, materials and equipment necessary for the construction of the concrete public sidewalk, root cutting and all necessary backfill, and shall include all site and lawn restoration required, including topsoil and seed mix, as required.

Payment will be made per square feet of acceptable concrete public sidewalk constructed, complete in place. Acceptable material tickets are required prior to payment. Payment will be made under:

SECTION 606 - SIDEWALKS, DRIVEWAYS AND ISLANDS **CONCRETE PUBLIC SIDEWALK CURB RAMP, 4" THICK (ITEM 18)**

DESCRIPTION

This work shall consist of the construction, if & where directed, of Portland cement, air-entrained, concrete public sidewalk curb ramps and ancillary sidewalk as required, and the removal and disposal of existing concrete sidewalks and ramps as applicable.

Public sidewalk curb ramps similar in construction as the sidewalk shall be installed but must comply with ADA standards as promulgated by the Code of Federal Regulations ADA Standards for Accessible Design. The construction and design layout shall follow the guidelines set forth in the latest version of the public right of way accessibility guide (PROWAG).

This work will conform with Part A. & Part B. above and to the NJDOT Standard Specifications – 2007, SECTION 606 – SIDEWALKS, DRIVEWAYS AND ISLANDS amended and supplemented herein by these specifications.

Where public sidewalk curb ramps in compliance with ADA standards are to be installed the ramp shall be prepared to receive a nominal 2 feet deep by 4 feet wide detectable warning surface constructed of cast in place detectable/tactile warning surface tile as described in Item 8.0. This tile shall be located in the sidewalk public curb ramp area as set forth in the PROWAG guidelines.

MATERIALS

Materials.

Portland cement concrete shall conform to the Standard Specifications Section 903 using Class B concrete reaching 4,500 pounds per square inch strength within 28 days, except that concrete curb at driveways shall attain a compression strength of not less than 3,000 psi in three days. Class E concrete is to be used for this purpose. **All concrete is to have 7% air entrainment.** Other materials shall conform to the following Subsections:

Curing Materials	903.10
Preformed Expansion Joint Filler	914.01
Joint Sealer, Hot-Poured	914.02
Mortar and Grout	903.08
Soil Aggregate.....	901.06

METHOD OF CONSTRUCTION

Excavation and Backfilling.

Excavation shall be according to Subsection 202.03. Backfilling shall be according to Subsection 203.03.02. This material shall be placed in layers not exceeding 5 inches in loose thickness and shall be compacted until firm. Any and all excess excavated material shall be disposed of by the Contractor at the expense of the Contractor.

Preparation of Underlying Materials.

The underlying material shall be shaped and compacted to a firm, even surface. Unstable material shall be removed and replaced with acceptable material that shall be compacted.

Concrete Public Sidewalk Curb Ramps.

Concrete Public Sidewalks Curb Ramps shall be constructed according to Section 606.03.02 and the following:

1. **Mixing and Placing Concrete.** Immediately before placing the concrete, the underlying material shall be thoroughly dampened and the forms given a coating of light oil.

Where removed and used again, the forms shall be thoroughly cleaned and oiled each time before using. Mechanical spreaders are not required.

2. **Finishing.** The concrete shall be struck off with a transverse template resting upon the side forms. After the concrete has been struck off to the required cross-section, it shall be finished with floats and straightedges until a smooth surface has been obtained.

When the surface of the concrete is free from water and just before the concrete attains its initial set, the surface shall be gone over and finished with a wooden float and brushed with a wet, soft-haired brush. The surface of the concrete shall be so finished as to drain completely at all times. All edges shall be finished and rounded with an edging tool having a radius of ¼ inch.

The surface shall be divided into blocks by use of a grooving tool. Grooves shall be so placed as to cause expansion joints to be placed at a groove line. The grooves shall be cut to a depth of not less than ½ inch. The edges of the grooves shall be finished with an edging tool having a radius of ¼ inch.

3. **Expansion Joints.** Expansion joints shall be ½ inch wide, placed at intervals of approximately 20 feet, and shall be filled with preformed expansion-joint filler. Expansion joints shall be formed around all appurtenances such as manholes and utility poles extending into or through the concrete. Preformed expansion joint filler, ¼ inch thick, shall be installed

in these joints. Expansion joint filler shall be installed between concrete and any fixed structure, such as a building or bridge. The expansion joint material shall extend for the full depth.

The top and ends of expansion joint material shall be cleaned of concrete, and the expansion joint material shall be so trimmed as to be slightly below the surface of the concrete.

- 4. Protection and Curing.** Forms may be removed when removal does not damage the concrete. No pressure shall be exerted upon the concrete when removing forms. Protection during cold weather and curing shall be according to Subsection 504.03.02C1.

Pedestrians will not be permitted upon concrete public sidewalk curb ramps until 24 hours after finishing concrete. Vehicles or loads shall not be permitted on any public sidewalk curb ramps.

Such barricades and protection devices as are necessary shall be constructed and placed to keep pedestrians off the public sidewalk curb ramps.

Any concrete public sidewalk curb ramps / sidewalk damaged before acceptance shall be repaired by removing concrete within groove limits and replacing it with concrete of the type and finish as is in the original construction. Damage caused by construction operations or cold weather shall be repaired without additional compensation.

For additional protection against scaling from freeze-thaw and deicing materials, the concrete must be protected with a commercially available silane or siloxane-based breathable concrete sealer or water repellant specifically designed for concrete slabs such as Silox-Seal manufactured by Amteco, Inc. located at 1841 F Marietta Blvd., Atlanta, GA 30318, telephone number 800 297 7325 or approved equal. The manufacturer's recommendations must be followed for application procedures and frequency. Prior to use of the sealer, the contractor must provide technical information on the product to be used for approval by the Director.

All denuded or disturbed lawn areas shall be restored to achieve a uniform grade on which screened topsoil shall be raked and area seeded with a seed mix acceptable to the Township. The Contractor shall be responsible for insuring an adequate stand of grass by his top-soiling and seeding operation in the disturbed areas. This stand of grass shall be compatible to original lawn conditions prior to disturbance. Material tickets shall be required for all topsoil and seed products

QUANTITY AND PAYMENT

Method of Measurement.

Concrete Public Sidewalk Curb Ramp, 4" thick, will be measured by the square feet.

Basis of Payment.

Unit price for this item shall include all necessary excavation, removal and disposal of the existing defective concrete public sidewalk curb ramps, all labor, materials and equipment necessary for the construction of the concrete public sidewalk (barrier-free) curb ramps and sidewalk, root cutting and all

necessary backfill, and shall include all site and lawn restoration required, including topsoil and seed mix, as required.

Payment will be made per square feet of acceptable concrete public sidewalk curb ramps constructed, complete in place. Acceptable material tickets are required prior to payment. Payment will be made under:

CAST IN PLACE DETECTIBLE/TACTILE WARNING SURFACE TILE (ITEM 19)

DESCRIPTION

This work shall consist of installing as per manufacturer's specifications 2 feet by 4 feet engineered plastic tiles in concrete handicap ramps. The tiles shall be those manufactured by Armor-Tile, part number ADA-0-2448 in the red color, a product of Engineered Plastics located at 300 International Drive, Suite 100, Williamsville, NY 14221 or approved equal. (See Armor-Tile detail sheet at the end of the specifications)

MATERIALS

Materials.

Cast in Place Detectible/Tactile Warning Surface Tiles shall consist of 2 feet by 4 feet wide engineered plastic tiles specifically manufactured to be imbedded in ADA concrete handicap ramps. The tiles shall comply with the detectible warnings on walking surfaces section of the Americans with Disabilities Act (Title III Regulations, 28 CFR Part 36 ADA STANDARDS FOR ACCESSIBLE DESIGN, appendix A, Section 4.29.2 DETECTIBLE WARNINGS ON WALKING SURFACES). The construction and design layout shall follow the guidelines set forth in the latest version of the Public Right of Way Accessibility Guide (PROWAG). The Vitrified Polymer Composite (PVC) tiles shall be an epoxy polymer composition with an ultra violet stabilized coating employing aluminum oxide particles in the truncated domes.

METHOD OF CONSTRUCTION

Construction.

The concrete shall be poured with a 5 to 7-inch slump and finished true and smooth to the required dimensions and slope prior to the tile placement. The tile shall be immediately placed square and true adjacent to the curb edge. The Cast in Place Detectible/Tactile Warning Surface Tiles shall be tamped or vibrated into the fresh concrete to ensure that the field level of the tile is flush to the adjacent concrete surface. The embedment process shall not be accomplished by stepping on the tiles as this may cause uneven setting which can result in air voids under the tile surface. The tile field level (base of the truncated domes) shall be flush with the adjacent concrete surfaces to permit proper water drainage and eliminate tripping hazards between different adjacent finishes. No concrete is to be removed in the area where the tile is to be placed. Voids in the tile are meant to be filled thoroughly so that the tile is firmly imbedded in the concrete.

While the concrete is still workable, a 3/8-inch radius edging tool shall be used to create a finished edge along the perimeter of the tile. The concrete around the tile shall be smoothed with a steel trowel and then broom finished to match all other sidewalk finishes. During the curing period the tile must not be disturbed. To avoid floating up of the tile while curing two 25 pound weights are to be placed on either end of the tile. During this process the protective plastic wrap shall remain intact on the tile. Upon curing it can be removed with a sharp knife by cutting tight along the interface of the tile/concrete.

QUANTITY AND PAYMENT

Method of Measurement

The method of measurement for payment of Cast in Place Detectible/Tactile Warning Surface Tiles shall be by counting each individual tile placed according to specifications. Each tile shall be paid at the unit price as bid in the contract.

Basis of Payment

Unit price for this item shall be made per unit installed as per specifications to include all labor, materials and equipment as counted in the field. Upon inspection and approval by the Township of Piscataway, payment will be made under:

ENGINEERED DESIGN OF CONCRETE SIDEWALK PUBLIC CURB (ADA) RAMPS (ITEM 20)

DESCRIPTION

This item consists of retaining by the successful bidder a Professional Engineer licensed to practice in New Jersey for the purpose of certifying that each Concrete Sidewalk Public Curb Ramp is in compliance with the Americans with Disabilities Act. The engineer shall use the Public Right-of-Way Accessibility Guide (PROWAG) for the basis of design of these facilities. Each ramp in the proposal and any additional ramp that may be added under an "If and Where" condition must be individually designed by providing a drawing with a title block and signature of the professional engineer pursuant to the requirements of the NJ Board of Professional Engineers and Land Surveyors. Each drawing shall be signed and sealed by the licensed Professional Engineer who provided the design and two (2) copies shall be submitted to the Director of Public Works for record keeping. The contractor shall keep a copy on the worksite for inspection purposes.

Ramp Identity

The drawing for each ramp shall indicate the location of the ramp so that it is easily identifiable in the field. There should also be included calculations indicating the square feet of concrete and the square feet of cast in place detectible/tactile warning surface tile required to construct a fully compliant ramp.

QUANTITY AND PAYMENT

Method of Measurement

Each Concrete Sidewalk Public Curb Ramp shall be measured as a unit. Regardless of degree of design and size, for the purpose of payment for Engineered Design of Concrete Sidewalk Public Curb Ramps, an average cost shall be determined from the total number of ramps so that a consistent unit price is established.

Basis of Payment

Payment for Engineered Design of Concrete Sidewalk Public Curb Ramps shall be on a per unit basis for the design of each ramp as submitted pursuant to the specifications of paragraph 9.01. The unit price shall be consistent regardless of ramp design and/or size.

SECTION - 607 CURB

8" X 9" X 20" CONCRETE VERTICAL CURB, COMPLETE IN PLACE (ITEM 21)

DESCRIPTION

This work shall consist of the construction of Portland cement, air-entrained, concrete curbs and depressed curbs, and the removal and disposal of existing curbs as applicable. This work will conform with Part A & Part B above and to the NJDOT Standard Specifications – 2019, SECTION 607.03.02 – CONCRETE VERTICAL AND CONCRETE SLOPING CURB, as amended and supplemented herein by these specifications. Standard roadway vertical curb is not an integral part of this project. However the vertical curb shall be used instead of granite block curb where it is installed flush with the pavement at the depression of a sidewalk public curb ramp for ADA accessibility.

MATERIALS

Materials.

Portland cement concrete shall conform to the Standard Specifications Section 903 using Class B concrete reaching 4,500 pounds per square inch (psi) strength within 28 days, except that concrete curb at driveways shall attain a strength of not less than 3,000 psi in three days. Class E concrete is to be used for this purpose. **All concrete is to have 7% air entrainment.** Other materials shall conform to the following Subsections:

Curing Materials	903.10
Preformed Expansion Joint Filler	914.01
Joint Sealer, Hot-Poured	914.02
Granite Curbs	910.04
Mortar and Grout	903.08
Reinforcement Steel.....	905.01

EQUIPMENT

Equipment.

- A. Compaction.** Compaction of underlying material shall be accomplished by equipment according to Subsection 203.03.02.
- B. Forms.** Forms shall be of wood, metal, or other suitable material and shall extend for the full depth of the concrete. All forms shall be true to line, free from warp, and of sufficient strength to resist the pressure of the concrete without deforming. Curved forms of proper radius shall be used on all radial sections and shall be of an acceptable design. Bracing and staking of forms shall be such that the forms remain in both horizontal and vertical alignment until their removal.
- C. Finishing.** Finishing equipment shall include floats, edgers, spades, tamps, and small vibrators.

METHOD OF CONSTRUCTION

Excavation and Backfilling.

Excavation shall be according to Subsection 202.03. Backfilling shall be according to Subsection 203.03.02. Any and all excess excavated material shall be disposed of by the Contractor at the expense of the Contractor.

Preparation of Underlying Material.

Excavation for curbs shall be made to the required depth, and to a width that permits the installation and bracing of the forms. The underlying material shall be shaped and compacted to a firm, even surface. Unstable material shall be removed and replaced with acceptable material that shall be compacted. Depressed curb shall have full depth dimension. No concrete shall be placed until the subgrade has been approved by the Director.

Concrete Curbs.

- A. Limitations.** The limitations of placing shall be as specified in Subsection 504.03.02C and the following:
 - 1. Placing of concrete shall be discontinued in time to allow finishing to be completed in daylight hours unless an artificial lighting system is provided.
 - 2. Concrete for curbing in cold weather shall conform to Subsection 504.03.02C1 of the Standard Specifications.
- B. Mixing, Placing, and Finishing Concrete.** Construction requirements shall conform to Subsection 504.03.02 and the following:
 - 1. Where changes in the size or shape of curbs occur in a continuous section, the transition between sections shall be gradual.

2. Immediately before placing the concrete, the underlying material shall be thoroughly dampened, and the forms given a coating of light oil or other material which can prevent adherence of the concrete to the forms and which does not discolor the concrete. Where removed and used again, the forms shall be thoroughly cleaned and treated each time before using.
3. The concrete shall be placed immediately after mixing. The edges, sides, and faces shall be spaded or vibrated and the surface tamped to compact the concrete thoroughly and bring the mortar to the surface, after which the surface shall be finished smooth and even by means of a wooden float.
4. Sleeves for sign or delineator posts installed in barrier curbs shall be filled with sand and sealed with hot-poured joint sealer immediately after installation and shall be resealed if and when posts are installed.
5. Concrete curbs shall be constructed in sections having uniform lengths of 20 feet, unless existing conditions dictate lengths of 10 feet which shall then be constructed as such. The length of these sections may be reduced where necessary for closures, but no section less than 6 feet will be permitted. The forms on the face of all curbs shall be removed as soon as the concrete holds its shape and the surface shall then be finished with a fine hair brush to a smooth and even finish. Plastering will not be permitted. The top edges of curb shall be rounded. Edges where expansion joint material has been placed shall be finished with an edging tool having a radius of not over ¼ inch.
6. As soon as the forms are removed, the concrete shall be covered with wet burlap if finishing prevents the immediate application of curing compound. The concrete shall remain covered until it is to be finished, at which time the wet burlap shall be removed from that amount of concrete that can be immediately finished. As soon as finishing is complete, curing compound shall be applied.
7. Any exposed surface or surfaces against which some rigid type of construction is to be made shall be left smooth and uniform so as to permit free movement of the curb.
8. All tool marks shall be removed with a wetted brush or wooden float, and the finished surface shall present a uniform appearance.
9. Care shall be taken to minimize damage to previously constructed areas. Any damage shall be repaired without additional compensation.
10. Once the concrete curbing has cured, the road pavement contiguous to the newly constructed curb shall be power-hammered or sawcut along the new curb limits, at an offset of 12 inches from the curb face, and road material excavated therefrom to an excavated depth of 7 inches on which a 7-inch thick pavement repair section shall be constructed thereon consisting of bituminous stabilized base Hot Mix Asphalt, 19M64 Base Course compacted in maximum 2 ½ inch lifts.

- C. Joints.** Expansion joints shall be provided opposite joints in abutting concrete surface course and at approximately equal distances of not more than 20 feet between joints. Joints shall be filled with preformed expansion joint filler, ½ inch thick, which shall be flush with the top and face. Between concrete curbs and concrete surface or base course, ½-inch, preformed, expansion-joint filler shall be installed and the joint shall be sealed with hot-poured joint sealer.
- D. Protection and Curing.** Forms may be removed when removal does not damage the concrete. No pressure shall be exerted upon the concrete when removing forms. Protection during cold weather and curing shall be according to Subsection 504.03.02C1.

For additional protection against scaling from freeze-thaw and deicing materials, the concrete must be protected with a commercially available silane or siloxane-based breathable concrete sealer or water repellant specifically designed for concrete slabs such as Silox-Seal manufactured by Amteco, Inc. located at 1841 F Marietta Blvd., Atlanta, GA 30318, telephone number 800 297 7325 or approved equal. The manufacturer's recommendations must be followed for application procedures and frequency. Prior to use of the sealer, the contractor must provide technical information on the product to be used for approval by the Director.

The curb shall be protected until finally accepted. During this period, any damage caused by construction operations or cold weather shall be repaired without additional compensation.

1. All denuded or disturbed lawn areas shall be restored to achieve a uniform grade on which screened topsoil shall be raked and area seeded with a seed mix acceptable to the Township. The Contractor shall be responsible for insuring an adequate stand of grass by his topsoiling, seeding, fertilizing and mulching operation in the disturbed areas. This stand of grass shall be compatible to original lawn conditions prior to disturbance. Material tickets shall be required for all topsoil and seed products.

QUANTITY AND PAYMENT

Method of Measurement.

Curbs, full 6", 8" reveal and/or depressed, will be measured by the linear foot along the face at the gutter line.

Basis of Payment.

Unit price for this item shall include all necessary excavation, removal and disposal of the existing defective curbing, all labor, materials and equipment necessary for the construction of the concrete vertical curb, barrier-free depressed curb for ramps, extension and connection of existing roof and/or sump pump drains to the newly constructed curb where required, replacement of disturbed pavement with 7" Hot Mix Asphalt, 19M64 Base Course pursuant to the Standard Specifications Section 902 compacted in maximum 2 ½ inch lifts, root cutting and all necessary backfill, and shall include all site and lawn restoration required, including topsoil and seed mix, and road pavement restoration as required.

Payment will be made per linear foot of acceptable curbing constructed, complete in place. Acceptable material tickets are required prior to payment. Payment will be made under:

SECTION 104 - SCOPE OF WORK
UNEXPECTED CONDITIONS (ITEM 22)

DESCRIPTION

This item shall consists of work not listed in the specifications but is within the scope of the work in the contract but was not anticipated. The type of work may consist of increase in items already described and priced or extra new work not described. In the case of extra new work, a written proposal from the contractor is to be presented and a written acceptance will act as the notice to proceed with the work.

QUANTITY AND PAYMENT

Compensation shall be based on actual unit price in cases where existing items are increased or when extra new work is involved and is completed, payment shall be made based on the accepted proposal and its stipulations of method of payment. .

Bid No: 2021-07-21

THE TOWNSHIP OF PISCATAWAY

2021-ROAD RECONSTRUCTION-SUNBURST LANE



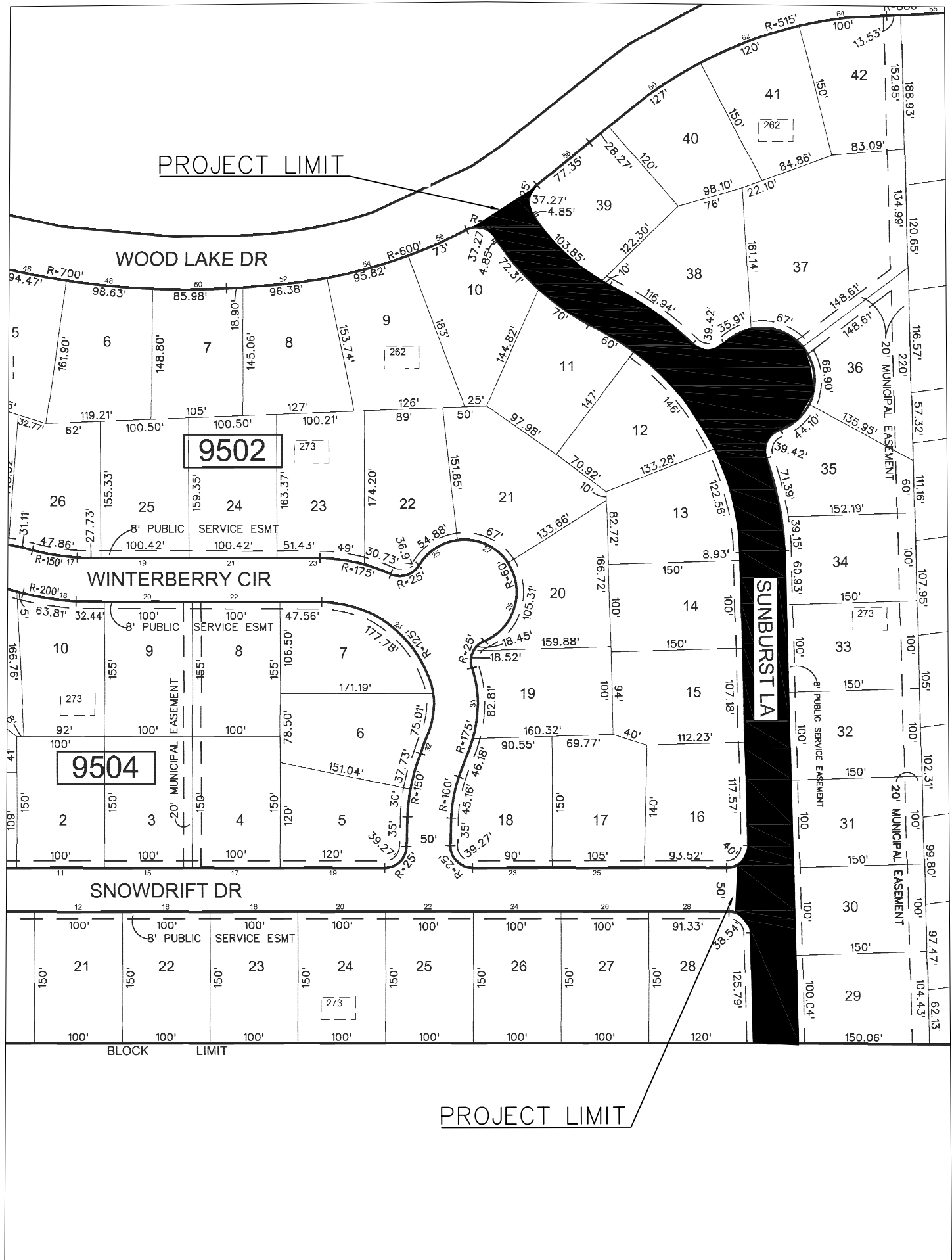
PLANS

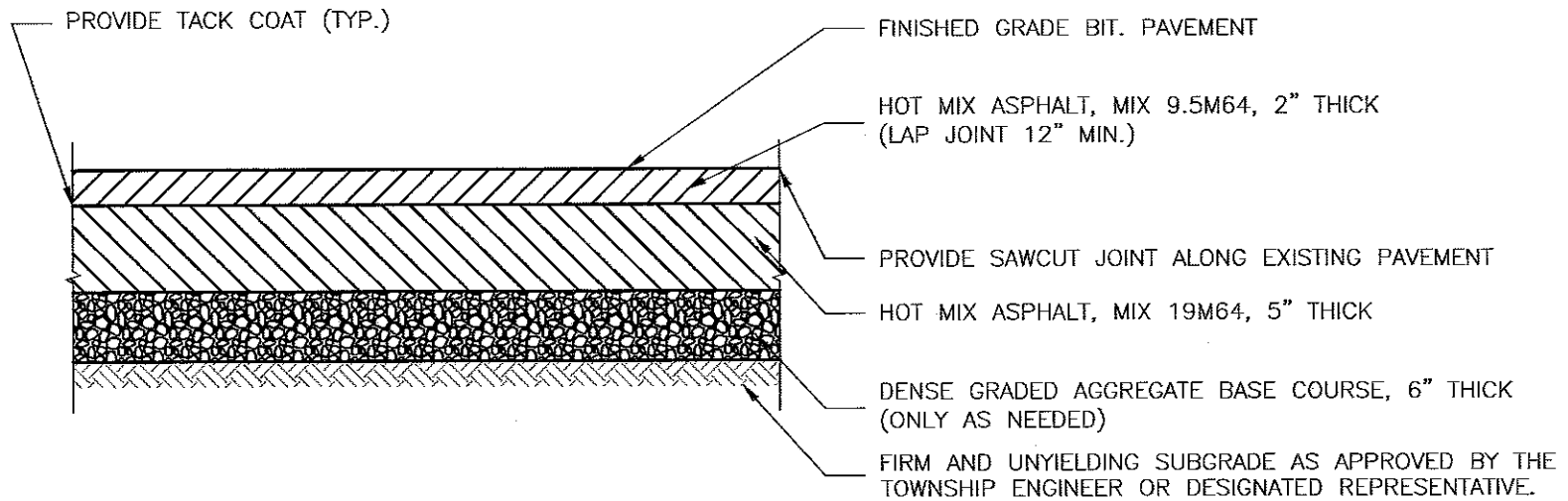
Pages



MARIA E. VALENTE-CAEMMERER

Purchasing Agent/Township Secretary



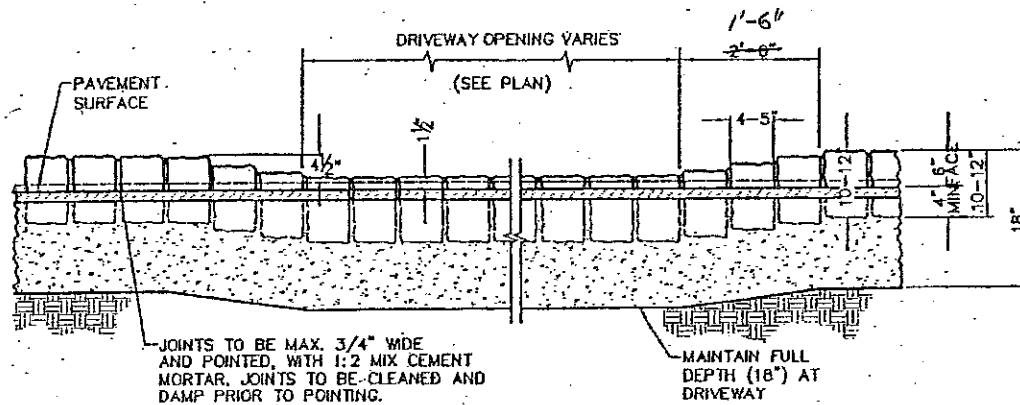


NOTES:

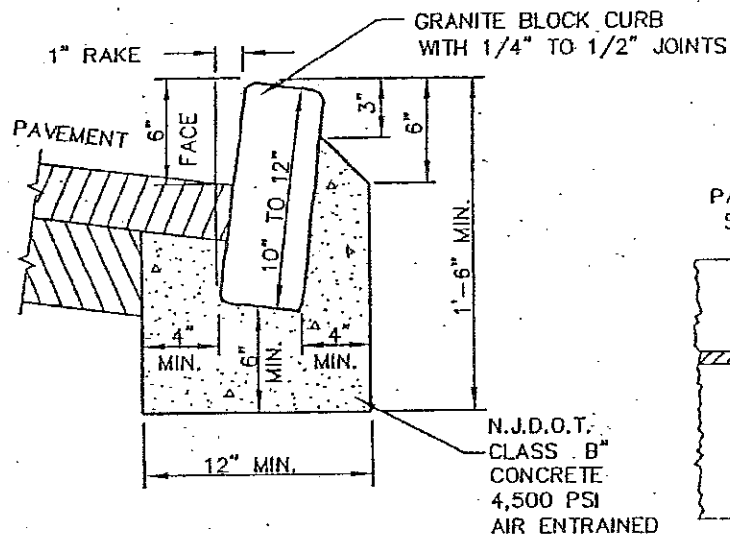
1. THIS PAVEMENT SECTION SHALL APPLY TO ALL PROPOSED PAVEMENT.
2. ALL MATERIALS AND CONSTRUCTION METHODS SHALL BE IN ACCORDANCE WITH NJDOT STANDARD SPECIFICATIONS, 2007 EDITION, AS AMENDED.

BITUMINOUS ROADWAY PAVEMENT SECTION

N.T.S.



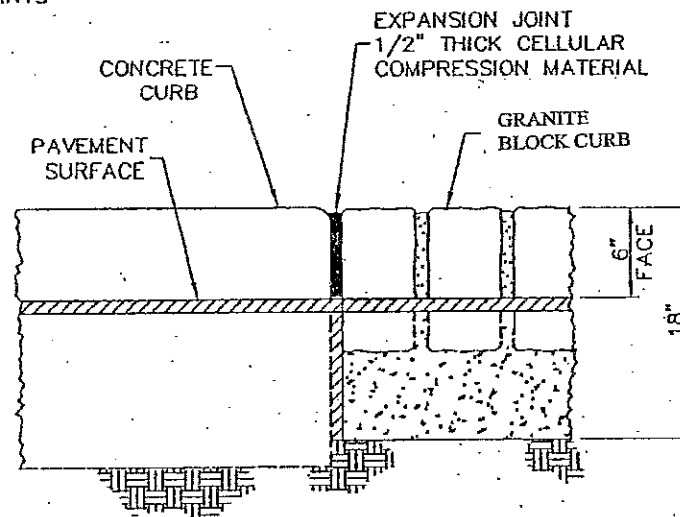
DEPRESSED GRANITE BLOCK CURB AT DRIVEWAYS N.T.S.



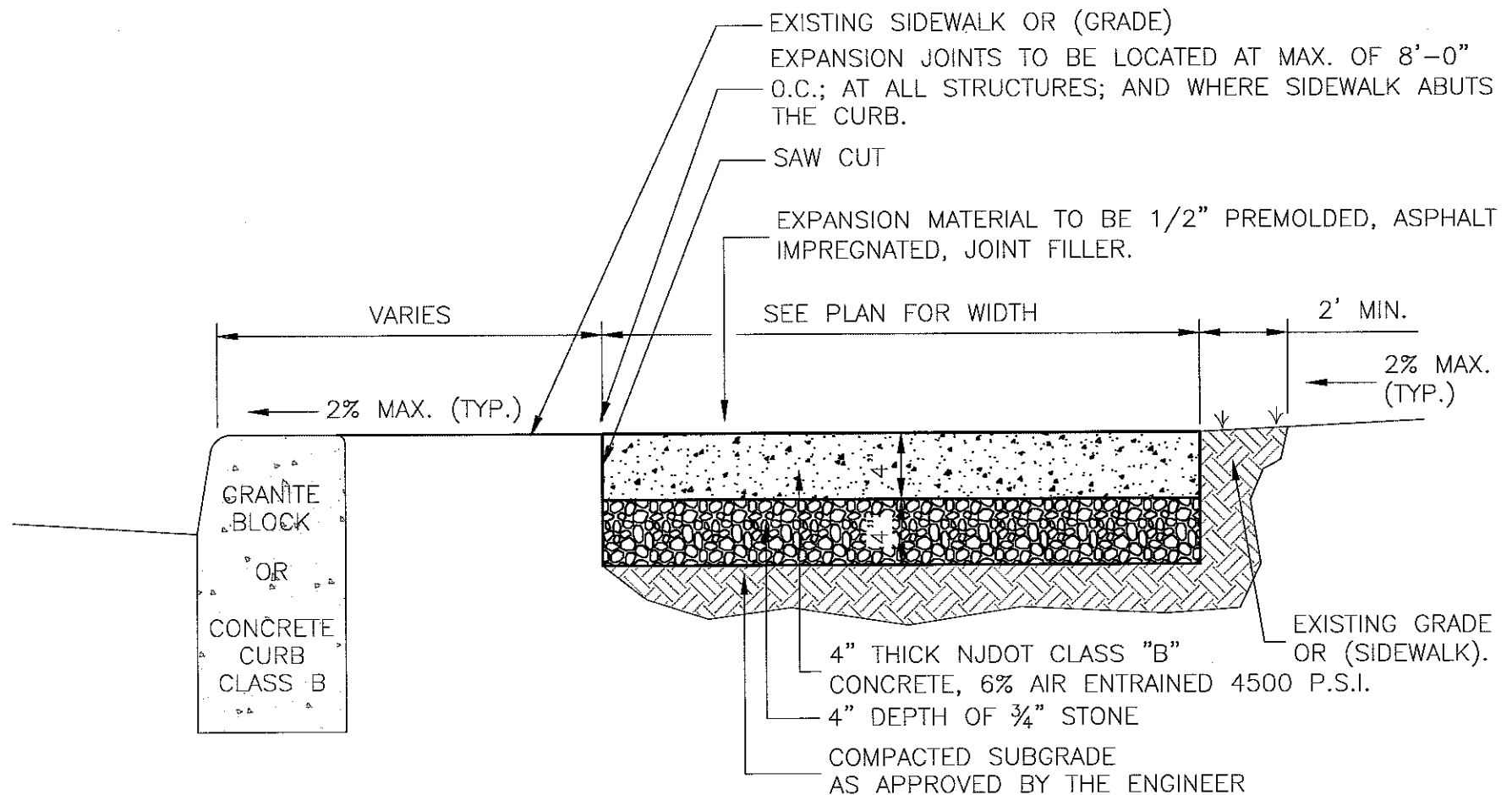
GRANITE BLOCK CURB N.T.S.

NOTES:

1. CONCRETE TO BE N.J.D.O.T. CLASS "B"

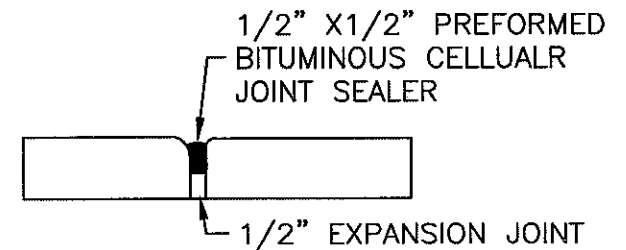


TRANSITION BETWEEN GRANITE BLOCK AND CONCRETE CURB N.T.S.



NOTES:

- 1) TOOLED JOINTS TO BE SPACED EQUALLY TO THE SIDEWALK WIDTH (8'-0" MAX.)
- 2) ALL MATERIALS AND METHODS TO BE IN CONFORMANCE WITH THE 2007 NJDOT STANDARD SPECIFICATIONS.



CONCRETE SIDEWALK 4" THICK

N.T.S.

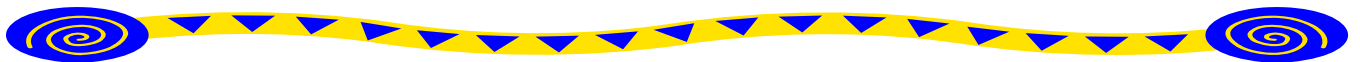
THE TOWNSHIP OF PISCATAWAY

2021-ROAD RECONSTRUCTION-SUNBURST LANE



PROPOSAL SHEETS

Page 1-6



MARIA E. VALENTE-CAEMMERER

Purchasing Agent

PROPOSAL

Proposed project known as **“2021 ROAD RECONSTRUCTION – SUNBURST LANE”**

Bidders: It is understood that a certain amount of money will be available for work proposed, and that the actual work to be performed and the materials to be furnished may be increased or decreased to bring the cost of the work within the amount available.

It is further understood that the price herein bid and the lump sum stated below are to remain firm for a period of 150 days from “notice to proceed”.

SCHEDULE OF PRICES

BASE BID PRICES

<u>ITEM</u> <u>NO.</u>	<u>ESTIMATED</u> <u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT & TOTAL PRICE WRITTEN IN BOTH WORDS AND NUMERICAL FIGURES</u>
1.	Lump Sum	Soil Erosion & Sediment Control, as called for in the specifications. (If & Where Directed)	<div><div></div><div>Lump Sum \$_____.</div><div>Lump Sum In words</div></div>
2.	4	Units Breakaway Barricades, as called for in the specifications. (If & Where Directed)	<div><div></div><div>Per Unit \$_____.</div><div>Unit price in words</div><div></div><div>Total \$_____.</div><div>Total in words</div></div>
3.	10 Units	Drums, as called for in the specifications. (If & Where Directed)	<div><div></div><div>Per Unit \$_____.</div><div>Unit price in words</div><div></div><div>Total \$_____.</div><div>Total in words</div></div>

4. 100 Units Traffic Cones, as called for in the specifications. (If & Where Directed)
- _____ Per Unit \$ _____ .
- Unit price in words
- _____ Total \$ _____ .
- Total in words
5. Lump Sum Uniform Law Enforcement Officers, as called for in the specifications (If & Where Directed)
- _____ Two Thousand Dollars _____ Lump Sum \$ 2,000 .00
6. Lump Sum Asphalt Price Adjustment, as called for in specifications.
- _____ Fifteen Hundred Dollars _____ Lump Sum \$ 1,500.00
7. Lump Sum Fuel Price Adjustment, as called for in specifications.
- _____ Fifteen Hundred Dollars _____ Lump Sum \$ 1,500.00
8. Lump Sum Site Clearing & Restoration, as called for in specifications.
- _____ Lump Sum \$ _____ .
- Lump Sum In words
9. 2,000 C.Y. Excavation Unclassified, as called for in specifications.
- _____ Per Unit \$ _____ .
- Unit price in words
- _____ Total \$ _____ .
- Total in words
10. 4,500 S.Y. Geogrid Roadway Stabilization as called for in the specifications.
- _____ Per Unit \$ _____ .
- Unit price in words
- _____ Total \$ _____ .
- Total in words

11. 1,500 Tons Dense Graded Aggregate Base Course, 6" Thick, as called for in the specifications. (If & where Directed)
- _____ Per Unit \$ _____ .
- Unit price in words
- _____ Total \$ _____ .
- Total in words
12. 1,500 Tons Hot Mix Asphalt Base Course 25M64, 5" Thick, as called for in the specifications.
- _____ Per Unit \$ _____ .
- Unit price in words
- _____ Total \$ _____ .
- Total in words
13. 550 Tons Hot Mix Asphalt Surface Course 9.5M64, 2" Thick, as called for in the specifications.
- _____ Per Unit \$ _____ .
- Unit price in words
- _____ Total \$ _____ .
- Total in words
14. 5 Units Curb Piece, Type "N" ECO, 6" or 8" as called for in specifications. (If & where Directed)
- _____ Per Unit \$ _____ .
- Unit price in words
- _____ Total \$ _____ .
- Total in words

15. 100 L.F. Granite Block Curb, as called for in specifications, (If & where Directed)
- _____ Per Unit \$ _____ .
- Unit price in words
- _____ Total \$ _____ .
- Total in words
-
- 15A. 100 Units Granite Block Curb Pointing, as called for in specifications, (If & where Directed)
- _____ Per Unit \$ _____ .
- Unit price in words
- _____ Total \$ _____ .
- Total in words
-
16. 5 Units Reset Castings, Sanitary Manholes, as called for in Specifications. (If & Where Directed)
- _____ Per Unit \$ _____ .
- Unit price in words
- _____ Total \$ _____ .
- Total in words
-
17. 300 S.F. Concrete Sidewalk 4" thick as called for in specifications. (If & where Directed)
- _____ Per Unit \$ _____ .
- Unit price in words
- _____ Total \$ _____ .
- Total in words

18. 320 S.F. Concrete Sidewalk curb ramps 4" thick curb ramps as called for in Specifications. (If & where Directed)
- _____ Per Unit \$ _____ .
- Unit price in words
- _____ Total \$ _____ .
- Total in words
19. 80 S.F. Cast in Place Detectable/Tactile Warning Surface Tile as called for in Specifications. (If & where Directed)
- _____ Per Unit \$ _____ .
- Unit price in words
- _____ Total \$ _____ .
- Total in words
20. 10 Units Engineered Design of Concrete Sidewalk Public Curb (ADA) Ramps as called for in Specifications. (If & where Directed)
- _____ Per Unit \$ _____ .
- Unit price in words
- _____ Total \$ _____ .
- Total in words
21. 50 L.F. 8" X 9" X 20" Concrete Vertical Curb as called for in Specifications. (If & where Directed)
- _____ Per Unit \$ _____ .
- Unit price in words
- _____ Total \$ _____ .
- Total in words
22. Lump Sum Unexpected Conditions as called for in Specifications. (If & where Directed)
- _____ Ten Thousand Dollars _____ Lump Sum \$10,000.00
- Unit price in words
- _____ Ten Thousand Dollars _____ Total \$10,000.00
- Total in words

Important Note: All entries in the proposal whose prices are already set forth specifically the price for items 5, 6, 7 and 22 for a total of \$15,000.00 must be added to the total of the price of the sum of all the other items.

TOTAL SUM OF BASE BID FOR ITEMS 1 THROUGH 21 INCLUSIVE.

(Total bid to be written in both words and numerical figures. Please print clearly.)

\$ _____
In numbers

In words

Print Company Name

Print Company Address

Phone **Fax**

E-mail

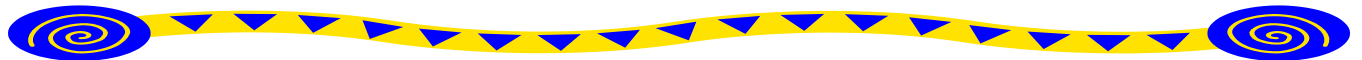
Print Name of Company Authorized Representative **Title**

Signature of Authorized Representative **Date**

Bid No: 2021-07-21

THE TOWNSHIP OF PISCATAWAY

THESE SAMPLE PAGES ARE **NOT** REQUIRED BACK WITH SEALED BID DOCUMENTS



SAMPLE-BID REQUIRED DOCUMENTS ONCE AWARD

All documents in this section must be submitted with the awarded Contract –These documents are **REQUIRED ONCE AWARDED ONLY.** Failure to submit the documents and other documents with the contract may be cause to reject the bid for being non-responsive.



MARIA E. VALENTE-CAEMMERER

Purchasing Agent/Township Secretary

Sample: Required ONLY Once Awarded:

Sample -AA-201

Sample -AA-202

Sample-AA-302

Sample –Certificate of Insurance

**Sample- AA-202- STATE OF NJ Dept. of Monthly Payroll
Forms**

**SAMPLE- WHD FORMS-U.S. DEPARTMENT OF
LABOR WEEKLY REPORT**

**Sample-W-9- May be submitted for faster
processed.**

**SAMPLE- ST-13 FORM- CONTRACTOR EXEMPT
FORM.**

SAMPLE: PERFORMANCE PAYMENT BOND FORM

**(ANY “AIA Payment Document” ARE NOT
ACCEPTABLE)**

**THESE SAMPLE PAGES DO NOT HAVE TO BE
RETURNED WITH BID.**

Township of Piscataway

Appendix Section

(Piscataway Township Performance Payment Bond Form only -
Sample in bid)

A. Model Performance Bond Form - *Sample*

B. Surety Disclosure Statement and Certification – *Sample*

C. PISCATAWAY PERFORMANCE BOND FORM- SAMPLE

PISCATAWAY BID BOND FORM ATTACHED.

SAMPLE

TO CONTRACTOR:

Have your bonding company complete the enclosed Performance/Payment Bond. In order to expedite the process by which your Performance/Payment Bond will be approved by our township attorney, you must use the enclosed form. Please fill out the numbered highlighted areas and have all required signatures in place. The Township will not review any alternative forms and they will be returned to you.

Please fill out the highlighted areas numbered as follows:

1. Full name of Contractor
2. Indicate whether a Corporation, Partnership or Individual
- 3, 3A, 3B Full name of Bonding Company, State, and Office Address
4. Amount of contract in words and figures
5. Date of Bond (Supplied by bonding company - cannot be prior to date of contract)
6. Date of Contract (Found on first page of contract at top)
7. Title and/or description of contract
8. Full name of Contractor
9. Full name of Contractor
10. Same date as Item # 5

Accompanying documents from the bonding company must include the following:

1. Financial Statement
 2. Surety Disclosure Statement and Certification
- A Power of Attorney should be provided for the individual executing the bond on behalf of the surety.

**PERFORMANCE PAYMENT BOND MUST BE SIGNED AND SEALED BY ALL
PARTIES INDICATED ON PAGE 2**

SAMPLE

PERFORMANCE PAYMENT BOND

Know all men by these presents, that we, (1) _____ a
 (2) _____ the undersigned as Principal and
 (3) _____ of the State of (3A) _____
 duly authorized to do business in the State of New Jersey, having an office at
 (3B) _____, New Jersey, as Surety, are
 hereby held and firmly bound unto the Township of Piscataway, 455 Hoes Lane, Piscataway, New Jersey
 08854 in the penal sum of
 (4) _____
 (\$ _____) DOLLARS,

for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our
 heirs, executors, administrators, successors and assigns.

(5) Signed this _____ day of _____ 20____.

The condition of the above obligation is such that whereas, the above named principal did on the
 (6) _____ day of _____, 20____, enter into a contract with the Township
 of Piscataway, 455 Hoes Lane, Piscataway, New Jersey 08854 for
 (7) _____

which said contract is made a part of this the bond the same as though set forth herein;

Now, if the said (8) _____ shall well and faithfully do and perform the
 things agreed by (9) _____ to be done and performed according to the
 terms of said contract, and shall pay all lawful claims of beneficiaries as defined by N.J.S. 2A:44-143 for
 labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or
 machinery furnished, used or consumed in the carrying forward, performing or completing of said contract,
 we agreeing and assenting that this undertaking shall be for the benefit of any beneficiary as defined in N.J.S.
 2A: 44-143 having a just claim, as well as for the oblige herein; then this obligation shall be void; otherwise
 the same shall remain in full force and effect; it being expressly understood and agreed that the liability of
 the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as
 herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the
 terms of the said contract or in or to the plans or specifications therefore shall in anywise affect the
 obligation of said surety on its bond.

Recovery of any claimant under the bond shall be subject to the conditions and provisions of this article
 to the same extent as if such conditions and provisions were fully incorporated in the form set forth above.

This bond shall not be subject to cancellation either by the principal or by the surety for any reason until such time as all improvements subject to the bond have been accepted by the municipality.

This bond shall be deemed continuous in form and shall remain in full force and effect until the improvements are accepted by the municipality and the bond is released, or until default is declared, or until the bond is replaced by another bond meeting applicable legal requirements. Upon approval or acceptance of all improvements by the municipality, or upon replacement of this bond by another bond, liability under this bond shall cease.

The aggregate liability of the surety shall not exceed the sum set forth above.

In the event that the improvements subject to this bond are not completed within the time allowed under the contract or bid documents (hereinafter the "Contract") between principal and municipality, the municipal governing body may, at its option, and upon at least 30 days prior written notice to the principal and to the surety by personal delivery or by certified or registered mail or courier, declare the principal to be in default and, in the event that the surety fails or refuses to complete the work in accordance with the terms and conditions of said Contract, claim payment under this bond for the cost of completion of the work. In the event that any action is brought against the principal under this bond, written notice of such action shall be given to the surety by the municipality by personal delivery or by registered or certified mail or courier at the same time.

The surety shall have the right to complete the work in accordance with the terms and conditions of said Contract, either with its own employees or in conjunction with the principal or another contractor; provided, however, that the surety in its sole discretion, may make a monetary settlement with the municipality as an alternative to completing the work.

This bond shall insure to the benefit of the municipality only and no other party shall acquire any rights hereunder.

In the event that this bond shall for any reason cease to be effective prior to the approval or acceptance of all improvements, a cease and desist order may be issued by the governing body, in which case all work shall stop until such time as a replacement guarantee acceptable to municipality becomes effective.

SAMPLE

Performance Payment Bond

IN WITNESS WHEREOF , this instrument is executed in two (2) counterparts each of which shall be deemed an original , this the **(10)** _____ day of _____ , 20____

Attest :

Principal

(Typed or Printed)

Principal Secretary

(Typed or Printed)

By:_____ (s)

Address

SEAL :

Witness to Principal

Attest :

Surety

Surety Secretary

SEAL :

By:_____ (s)

Attorney-in-fact

Address

Witness as to Surety

Address

SAMPLE

CONTRACTOR INSURANCE REQUIREMENTS

Contractors

When the municipality lets work to a contractor, it is expected and required the contractor provide the municipality with the following minimum amount of insurance.

a) Small Service and Repair Contractors

- General Liability, including Products/Completed
- Operations – Limit \$500,000 CSL
- Authority to be named as additional insured
- Auto Liability: Limit \$500,000 CSL
- Coverage to include “Non-Owned and Hired Automobiles”
- Workers’ Compensation Insurance – statutory limits

b) Larger Contractors (Includes contractors that are doing new construction or major alterations):

Requirements are same as above with exception of limits which are to be \$ 1 Million CSL for both General and Automobile Liability.

Note: No work shall be allowed to begin without property Insurance Certificates on file with the member municipality and approved by the Insurance producer. Also, refer back to Item #9 in the underwriting section of the Policies and Procedures Manual for Insurance requirements for pyrotechnic contractors.

ADDITIONAL INSURED

The Township of Piscataway must be named additional Insured.
The description of the Goods & Services must be listed.

SAMPLE CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER Applicants Insurance Company Name and Address	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Applicants Company Name and Address	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 70%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 30%;">NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A:		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A:													
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIODS INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
<input type="checkbox"/>	GENERAL LIABILITY	Policy Number	Term		EACH OCCURRENCE \$1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$
	<input type="checkbox"/>				PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC				PRODUCTS - COMPOUND AGG \$
<input type="checkbox"/>	AUTOMOBILE LIABILITY	Policy Number	Term		CORRECTED SINGLE LIMIT (EA ACCIDENT) \$1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (EA ACCIDENT) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
<input type="checkbox"/>	GARAGE LIABILITY	Policy Number	Term		AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$
	<input type="checkbox"/>				AGG \$
<input type="checkbox"/>	EXCESS/UMBRELLA LIABILITY	Policy Number	Term		EACH OCCURRENCE \$2,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/>				\$
	<input type="checkbox"/>				\$
	DEDUCTIBLE RETENTION \$				\$
<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Policy Number If applicable	Term		WC STATUS: <input type="checkbox"/> TORY LIMITS <input type="checkbox"/> OTH. LN
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/EMBER EXCLUDED?				E.L. EACH ACCIDENT \$100,000
	If yes, describe other SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$100,000
	OTHER				E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Leave Blank **NAME OF PROJECT AND LOCATION**

CERTIFICATE HOLDER ATTN: TOWSHIP OF PISCATAWAY 455 HOES LANE PISCATAWAY, NJ 08854	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE:
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SAMPLE

TAXPAYER IDENTIFICATION

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1. Avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1, <i>So, So, What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	Social Security number [] [] [] [] - [] [] [] [] or Employer identification number [] [] [] [] [] [] - [] [] [] [] [] []
---	---

Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► _____	Date ► _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

STATE OF NEW JERSEY

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

FORM AA-201

Revised 11/11

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

Official Use Only

Assignment

Code

For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf

1. FID NUMBER		2. CONTRACTOR ID NUMBER		5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT			
				Name: Address:			
3. NAME AND ADDRESS OF PRIME CONTRACTOR				CONTRACT NUMBER DATE OF AWARD DOLLAR AMOUNT OF AWARD			
(Name) (Street Address) (City) (State) (Zip Code)				6. NAME AND ADDRESS OF PROJECT Name: Address: COUNTY			
4. IS THIS COMPANY MINORITY OWNED <input type="checkbox"/> OR WOMAN OWNED <input type="checkbox"/>				7. PROJECT NUMBER			
9. TRADE OR CRAFT				PROJECTED TOTAL EMPLOYEES		PROJECTED MINORITY EMPLOYEES	
				MALE FEMALE		MALE FEMALE	
				J AP J AP		J AP J AP	
1. ASBESTOS WORKER						PROJECTED PHASE - IN DATE	
2. BRICKLAYER OR MASON						PROJECTED COMPLETION DATE	
3. CARPENTER							
4. ELECTRICIAN							
5. GLAZIER							
6. HVAC MECHANIC							
7. IRONWORKER							
8. OPERATING ENGINEER							
9. PAINTER							
10. PLUMBER							
11. ROOFER							
12. SHEET METAL WORKER							
13. SPRINKLER FITTER							
14. STEAMFITTER							
15. SURVEYOR							
16. TILER							
17. TRUCK DRIVER							
18. LABORER							
19. OTHER							
20. OTHER							

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

(Signature)

10. (Please Print Your Name)

(Title)

(Area Code)

(Telephone Number)

(Ext.)

(Date)

SAMPLE

INSTRUCTIONS FOR COMPLETING THE INITIAL PROJECT

WORKFORCE REPORT – CONSTRUCTION (AA201)

DO NOT COMPLETE THIS FORM FOR GOODS AND/OR SERVICE CONTRACTS

1. Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for but not yet issued, or if your business is such that you have not or will not receive a Federal Identification Number, enter the social security number assigned to the single owner or one partner, in the case of a partnership.
2. Note: The Department of Labor & Workforce Development, Construction EEO Monitoring Program will assign a contractor ID number to your company. This number will be your permanently assigned contractor ID number that must be on all correspondence and reports submitted to this office.
3. Enter the prime contractor's name, address and zip code number.
4. Check box if Company is Minority Owned or Woman Owned
5. Enter the complete name and address of the Public Agency awarding the contract. Include the contract number, date of award and dollar amount of the contract.
6. Enter the name and address of the project, including the county in which the project is located.
7. Note: A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract. This number must be indicated on all correspondence and reports submitted to this office relating to this contract.
8. Check "Yes" or "No" to indicate whether a Project Labor Agreement (PLA) was established with the labor organization(s) for this project.
9. Under the Projected Total Number of Employees in each trade or craft and at each level of classification, enter the total composite workforce of the prime contractor and all subcontractors projected to work on the project. Under Projected Employees enter total minority and female employees of the prime contractor and all subcontractors projected to work on the project. Minority employees include Black, Hispanic, American Indian and Asian, (J=Journey worker, AP=Apprentice). Include projected phase-in and completion dates.
10. Print or type the name of the company official or authorized Equal Employment Opportunity (EEO) official include signature and title, phone number and date the report is submitted.

This report must be submitted to the Public Agency that awards the contract and the Department of Labor & Workforce Development, Construction EEO Compliance Monitoring Program after notification of award, but prior to signing the contract.

THE CONTRACTOR IS TO RETAIN A COPY AND SUBMIT COPY TO THE PUBLIC AGENCY AWARDING THE CONTRACT AND FORWARD A COPY TO:

NEW JERSEY DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING UNIT

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



Rev. Dec. 2008

NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>	ADDRESS	OMB No.: 1235-0008 Expires: 01/31/2015
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PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
-------------	-----------------	----------------------	-------------------------

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS			
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SAMPLE

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____ ; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 94-63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 145), and described by _____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ — Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

SAMPLE

INSTRUCTIONS FOR COMPLETING MONTHLY PROJECT WORKFORCE REPORT- (AA202)

1. Enter the prime contractor's name, address and zip code number.
2. Enter the **CONTRACTOR ID NUMBER** assigned by the Dept. of Labor & Workforce Development Construction EEO Compliance Monitoring Program.
3. Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has not been applied for or issued, or if your business is such that it will not receive a Federal Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.
4. Reporting Period - enter the beginning and ending dates of the month for the report being submitted. (i.e., 1/1/00 – 1/31/00).
5. Enter the complete name of the public agency awarding the contract. Include the date of contract award.
6. Enter the name and location of the project, including the county in which the project is located.
7. Enter the **PROJECT NUMBER** assigned by the Dept. of Labor & Workforce Development Construction EEO Compliance Monitoring Program.
8. Enter the company name(s) of the contractor(s) performing work at the construction site. List the prime contractor first with subcontractor(s) following.
9. Enter the total percent (%) of project work the contractor or subcontractor has completed, to date.
10. Identify the trades or crafts applicable to the prime contractor and each subcontractor listed in column #8. Use a single line for each trade or craft.
11. Enter the total number of employees for each contractor at each level of classification (J=Journeyworker, AP=Apprentice) and the total number of each minority group - Black, Hispanic, American Indian, Asian and Female. Note: Column A shall include Total Number of employees. Columns B-E shall also include minority females. Column F shall include both non-minority and minority females.
12. Enter the total number of minority employees for each employer at each level of classification. Note: This shall be the sum of columns B-E.
13. Enter the Total Monthly work hours for all employees in each craft at each level of classification.
(A) Enter the Total Monthly minority work hours for each craft at each level of classification (Columns B-E).
(B) Enter the Total Monthly female work hours for each craft at each level of classification (Column F).
14. (A) Enter the Total Monthly PERCENT of minority work hours for each craft at each level of classification.
(B) Enter the Total Monthly PERCENT of female work hours for each craft at each level of classification.
15. Enter the Total Cumulative work hours for each craft at each level of classification.
(A) Enter the Total Cumulative minority work hours for each craft at each level of classification.
(B) Enter the Total Cumulative female work hours for each craft at each level of classification.
16. (A) Enter the Cumulative Percent of minority work hours for each craft at each level of classification.
(B) Enter the Cumulative Percent of female work hours for each craft at each level of classification.
17. Print or type the name of the company official submitting the report; include signature, title, telephone number, and date the report is submitted.

THE CONTACTOR SHOULD RETAIN ONE COPY AND SUBMIT A COPY TO THE PUBLIC AGENCY WHICH AWARDED THE CONTRACT. ANOTHER COPY MUST BE FORWARDED TO:

New Jersey Department of Labor & Workforce Development
Construction EEO Compliance Monitoring Program
PO Box 209
Trenton, NJ 08625-0209
609 292-9550

State Of New Jersey

Department of Labor & Workforce Development
Construction EEO Compliance Monitoring Program

MONTHLY PROJECT WORKFORCE REPORT - CONSTRUCTION

For instructions on completing the form, go to:

http://www.state.nj.us/treasury/contract_compliance/pdf/aa202ins.pdf

1. Name and address of Prime Contractor		2. Contractor ID Number	3. F ID or SS Number	
(NAME)		4. Reporting Period		5. Public Agency Awarding Contract
(ADDRESS)		6. Name and Location of Project		Date of Award
(CITY)		(COUNTY)		7. Project ID Number
(STATE)		(ZIP CODE)		

8. CONTRACTOR NAME (LIST PRIME CONTRACTOR WITH SUBS FOLLOWING)	9. PERCENT OF WORK COMPLETED	10. TRADE OR CRAFT	CLASSI- FICATION (SEE REVERSE)	11. NUMBER OF EMPLOYEES						12. TOTAL NO. OF MIN. EMP.	13. WORK HOURS TOTAL WORK HOURS	14. % OF WORK HRS		15. CUM. WORK HRS TOTAL WORK HOURS	16. CUM. % OF W/H	
				A.	B.	C.	D.	E.	F.			A.	B.		A.	B.
				TOTAL	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	FEMALES			% OF MIN. W/H	% OF FEMALE W/H		% OF MIN. W/H	% OF FEM. W/H
			J													
			AP													
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			J													
			AP													

SAMPLE

17. COMPLETED BY (PRINT OR TYPE)

(NAME)	(SIGNATURE)	(TITLE)
(AREA CODE)	(TELEPHONE NUMBER)	(EXT.)
(DATE)		

State of New Jersey
DIVISION OF TAXATIONCONTRACTOR'S NEW JERSEY
TAX REGISTRATION NUMBERTo be completed by contractor
and retained by seller.**SALES TAX**
FORM ST-13**CONTRACTOR'S EXEMPT PURCHASE CERTIFICATE**TO: _____
(Name of Seller) (Date)_____
(Address of Seller)

The materials, supplies, or services purchased by the undersigned are for exclusive use in erecting structures, or building on, or otherwise improving, altering or repairing real property of the exempt organization, governmental entity, or qualified housing sponsor named below and are exempt from Sales and Use Tax under N.J.S.A. 54:32B-8.22.

THIS CONTRACT COVERS WORK TO BE PERFORMED FOR: (Check one)

☐ EXEMPT ORGANIZATION

Name of Exempt Organization _____

Address _____

Exempt Organization Number _____

☐ NEW JERSEY OR FEDERAL GOVERNMENTAL ENTITY

Name of Governmental Entity _____

Address of Governmental Entity _____

☐ QUALIFIED HOUSING SPONSOR

Name of Qualified Housing Sponsor _____

Address of Qualified Housing Sponsor _____

ADDRESS OR LOCATION OF CONTRACT WORK SITE: (property must be owned or leased by one of the above)

I, the undersigned contractor, hereby verify and affirm that all of the information shown on this certificate is true.

Name of Contractor registered with the New Jersey Division of Taxation_____
Address of Contractor_____
Signature of Contractor or Authorized Employee

See INSTRUCTIONS on reverse side.

MAY BE REPRODUCED
(Front & Back Required)

SAMPLE

INSTRUCTIONS TO SELLERS CONCERNING CONTRACTOR'S EXEMPT PURCHASE CERTIFICATES - ST-13

1. **Good Faith-** To act in good faith means to act in accordance with standards of honesty. In general, registered sellers who accept exemption certificates in good faith are relieved of liability for the collection and payment of sales tax on the transactions covered by the exemption certificate.

In order for good faith to be established, the following conditions must be met:

- (a) Certificate must contain no statement or entry which the seller knows is false or misleading;
- (b) Certificate must be an official form or a proper and substantive reproduction, including electronic;
- (c) Certificate must be filled out completely;
- (d) Certificate must be dated and include the purchaser's New Jersey tax identification number or, for a purchaser that is not registered in New Jersey, the Federal employer identification number or out-of-State registration number. Individual purchasers must include their driver's license number; and
- (e) Certificate or required data must be provided within 90 days of the sale.

The seller may, therefore, accept this certificate in good faith as a basis for exempting sales to the signatory purchaser and is relieved of liability even if it is determined that the purchaser improperly claimed the exemption.

2. **Improper Certificate** - Sales transactions which are not supported by properly executed exemption certificates are deemed to be taxable retail sales. In this situation, the burden of proof that the tax was not required to be collected is upon the seller.
3. **Correction of Certificate** - In general, sellers have 90 days after the date of sale to obtain a corrected certificate where the original certificate lacked material information required to be set forth in said certificate or where such information is incorrectly stated.
4. **Additional Purchases by Same Purchaser** - This Certificate will serve to cover additional purchases by the same purchaser of the same general type of property or service. However, each subsequent sales slip or purchase invoice based on this Certificate must show the purchaser's name, address and Certificate of Authority Number for purpose of verification.
5. **Retention of Certificates** - Certificates must be retained by the seller for a period of not less than four years from the date of the last sale covered by the certificate. Certificates must be in the physical possession of the seller and available for inspection on or before the 90th day following the date of the transaction to which the certificate relates.

6. Definitions:

"Contractor" - means any individual, partnership, corporation or other commercial entity engaged in any business involving erecting structures for others, or building on, or otherwise improving, altering, or repairing real property of others.

"Exempt Organization" - is any organization which holds a valid exempt organization permit issued pursuant to the provisions of N.J.S.A. 54:32B-9(b) which has issued an ST-5 Exempt Organization Certificate to the contractor.

"New Jersey or Federal Governmental Entity" - is any agency, instrumentality, political subdivision, authority, or public corporation of the governments of the United States of America or the State of New Jersey. Governmental agencies, instrumentalities or political subdivisions of states other than New Jersey do not qualify for exemption.

"Qualified Housing Sponsor" - is any person, partnership, corporation or association certified by the New Jersey Housing and Mortgage Finance Agency to have obtained financing, in addition to federal, state or local government subsidies, for a housing project from the New Jersey Housing and Mortgage Finance Agency pursuant to N.J.S.A. 55:14K-1, et seq. and has issued a New Jersey Sales and Use Tax Housing Sponsor Letter of Exemption to the contractor.

PRIVATE REPRODUCTION of Contractor's Exempt Purchase Certificates may be made without the prior permission of the Division of Taxation.

FOR MORE INFORMATION:

Call the Customer Service Center (609) 292-6400. Send an e-mail to nj.taxation@treas.state.nj.us. Write to: New Jersey Division of Taxation, Information and Publications Branch, PO Box 281, Trenton, NJ 08695-0281.

SAMPLE

THE TOWNSHIP OF PISCATAWAY



LAST PAGE