

Bid No. 2022-07-15

TOWNSHIP OF PISCATAWAY
MIDDLESEX COUNTY
NEW JERSEY

**“2022- COMMUNITY DEVELOPMENT BUILDING-PROPOSED
PARKING LOT & SITE IMPROVEMENTS”**

TOWNSHIP OF PISCATAWAY

MAYOR

BRIAN WAHLER

PISCATAWAY TOWNSHIP COUNCIL

MICHELE LOMBARDI, COUNCIL PRESIDENT

FRANK UHRIN, COUNCIL VICE PRESIDENT

GABRIELLE CAHILL

JAMES BULLARD

STEVE D. CAHN

LINWOOD D. ROUSE

KAPIL K. SHAH

BUSINESS ADMINISTRATOR

TIMOTHY J. DACEY

TOWNSHIP CLERK

MELISSA A. SEADER

PROJECT MANAGER

HENRY HINTERSTEIN

LANDSCAPE ARCHITECT, ASSISTANT ZONING OFFICER

455 HOES LANE PISCATAWAY, NJ 08854

**ANY QUESTIONS MUST BE E-MAILED TO Purchasing@piscatawaynj.org NO LATER
THAN July 13, 2022. @ 12noon. PHONE CALLS WILL NOT BE ACCEPTED. THERE WILL
BE NO EXCEPTIONS.**

Bid Opening Date: Thursday, July 21, 2022 AT 2:00 PM

BIDDER: _____

ADDRESS: _____

TEL. NO.: _____

EMAIL: _____

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 21, 2022 at 2:00PM** prevailing time, in Council Chambers, Township of Piscataway, Administration Building, 455 Hoes Lane, Piscataway, NJ 08854 at which time and place bids will be publicly read by live broadcast via zoom as listed below. Bids will be publicly opened and reviewed for completeness for the following:

“2022-COMMUNITY DEVELOPMENT BUILDING-PROPOSED PARKING LOT & SITE IMPROVEMENTS”

Bids must be made on standard proposal form, be enclosed in a sealed package bearing the name and address of bidder and the words **“2022-COMMUNITY DEVELOPMENT BUILDING-PROPOSED PARKING LOT & SITE IMPROVEMENTS”** 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 for lunch. Bidders must call the purchasing office at 732-562-2321 to drop off the sealed.*

“In order to make sure your bid is timely received and included in the bid opening at 2:00pm, the Township recommends that you drop off your sealed bid by or before 12:00pm. Bids will then be opened via zoom at 2:00pm.”

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

Question and Answer Due Date: July 13, 2022 by 12 Noon, E-mail only to:
Purchasing@piscatawaynj.org

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

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: 2022-COMMUNITY DEVELOPMENT BUILDING-PROPOSED PARKING LOT AND SITE IMPROVEMENTS
Time: Jul 21, 2022 02:00 PM Eastern Time (US and Canada)
Join Zoom Meeting
https://us02web.zoom.us/j/87318629402?pwd=fgOIRVatUzotg-xmxQoB5hBRIN_sf4.1

Meeting ID: 873 1862 9402
Passcode: 264997
One tap mobile
+13126266799,,87318629402#,,,,*264997# US (Chicago)
+16468769923,,87318629402#,,,,*264997# US (New York)
Dial by your location
+1 312 626 6799 US (Chicago)
+1 646 876 9923 US (New York)
+1 301 715 8592 US (Washington DC)
Meeting ID: 873 1862 9402
Passcode: 264997

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

Bids can be hand delivered to the Municipal Building by calling the Purchasing Agent 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.**

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: 2022-07-15

TOWNSHIP OF PISCATAWAY: “2022-COMMUNITY DEVELOPMENT BUILDING-PROPOSED PARKING LOT AND SITE IMPROVEMENTS”

Bidder’s Electronic Question Due Date: JULY 13, 2022 @12NOON

www.piscatawaynj.org

PRE-BID Conference / Site Visit Date: N/A -CONTRACTOR IS STRONGLY ENCOURAGE TO VISIT THE SITE LOCATION @

PISCATAWAY COMMUNITY SERVICES BLG, 499 SIDNEY ROAD, PISCATAWAY NJ 08854.

Bid Submission Due Date: THURSDAY, JULY 21, 2022 - 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. Municipal Staff is out to lunch from 12:30 p.m. - 1:30 p.m.

“In order to make sure your bid is timely received and included in the bid opening at 2:00pm, the Township recommends that you drop off your sealed bid by or before 12:00pm. Bids will then be opened via zoom at 2:00pm.”

BIDERS ARE ENCOURAGE TO DROP OFF A SEALED BID BY OR BEFORE 12noon on 7/21/2022.

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:

Join Zoom Meeting:

Piscataway Purchasing is inviting you to a scheduled Zoom meeting.

Topic: "2022-COMMUNITY DEVELOPMENT BUILDING-PROPOSED PARKING LOT AND SITE IMPROVEMENTS"

Time: Jul 21, 2022 02:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

https://us02web.zoom.us/j/87318629402?pwd=fgOIRVatUzotg-xmxQoB5hBRIN_sf4.1

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+1 301 715 8592 US (Washington DC)

Meeting ID: 873 1862 9402

Passcode: 264997

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.

THE TOWNSHIP OF PISCATAWAY



INSTRUCTIONS TO BIDDERS

PAGES 1-54



MARIA E. VALENTE-CAEMMERER

Purchasing Agent/Township Secretary

BID BOILER PLATE

PUBLIC WORKS

Revised June 2018

Piscataway

PUBLIC WORKS

Bid Specifications & General Requirements For

2022-COMMUNITY DEVELOPMENT BUILDING- PROPOSED PARKING LOT AND SITE IMPROVEMENTS

BID NO: 2022-07-15

Thursday, July 21, 2022

Bid Opening Date

2:00 p.m.

Bid Opening Time

Opening Location: 455 Hoes Lane
Piscataway, NJ 08854

MARIA E. VALENTE-CAEMMERER

Purchasing Agent/Township Secretary

The Township of Piscataway

REQUEST FOR BIDS
DIVISION OF PLANNING & ZONING

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. 2022-07-15 "2022-COMMUNITY DEVELOPMENT BUILDING-PROPOSED PARKING LOT & SITE IMPROVEMENTS"

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

Specifications and instructions to bidders may be obtained on the Township website <http://bids.piscatawaynj.org/>. Bid documents will not be mailed. Bidders may contact the Purchasing office by E-mail only at: Purchasing@piscatawaynj.org regarding questions or additional information about the bid specifications.

Bids must be submitted to: Township of Piscataway
Attention Purchasing Agent
455 Hoes Lane
Piscataway, NJ 08854
Division of Purchasing/Purchasing Agent
Township of Piscataway, NJ 08854
Phone: 732-562-2321
E-mail: purchasing@piscatawaynj.org

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: **2022-COMMUNITY DEVELOPMENT BUILDING-PROPOSED PARKING LOT & SITE IMPROVEMENTS**

Bid No: **2022-07-15**

Name of the Bidder:

Address of the Bidder:

Date: **Thursday, July 21, 2022**

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 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.

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:

Topic: TOWNSHIP OF PISCATAWAY BID OPENING

Piscataway Purchasing is inviting you to a scheduled Zoom meeting.

Topic: 2022-COMMUNITY DEVELOPMENT BUILDING-PROPOSED PARKING LOT AND SITE IMPROVEMENTS

Time: Jul 21, 2022 02:00 PM Eastern Time (US and Canada)

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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, **CONTRACTOR IS STRONGLY ENCOURAGE TO VISIT THE LOCATION OF THE PROJECT @499 SIDNEY ROAD.**

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/Township Secretary

THE TOWNSHIP OF PISCATAWAY
HENRY HINTERSTEIN, LANDSCAPE ARCHITECT

REQUEST FOR BIDS
DIVISION OF PLANNING & ZONING

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. 2022-07-15 "2022-COMMUNITY DEVELOPMENT BUILDING-PROPOSED PARKING LOT & SITE IMPROVEMENTS"

Bid Documents and Specifications, Plans may be obtain on the Piscataway website for free of charge. www.piscatawaynj.org ; Bid documents will not be mailed.

Bidders should also login to the Township website at: www.piscatawaynj.org for any Addendums: Home page E-Gov, Bids, download, print the document for free. Bidders may contact the Purchasing office by E-mail only at: Purchasing@piscatawaynj.org regarding questions or additional information about the bid specifications.

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

"In order to make sure your bid is timely received and included in the bid opening at 2:00pm, the Township recommends that you drop off your sealed bid by or before 12:00pm. Bids will then be opened via zoom at 2:00pm."

Title: **2022- COMMUNITY DEVELOPMENT BUILDING-PROPOSED PARKING LOT & SITE IMPROVEMENTS**

BID NO: **2022-07-15**

Name of Bidder:

Address of the Bidder:

Date: **THURSDAY, JULY 21, 2022**

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 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. It is encourage to drop off your sealed by 12noon 7/21/2022. Bids will be opened at 2pm via zoom.

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: 873 1862 9402

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Here will be a pre-bid **Site Visit** meeting on **N/A** While attendance is **not mandatory**, all prospective bidders are **Strongly Encouraged to VISIT THE PROJECT LOCATION @ 499 SIDNEY RD.**

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 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/Township Secretary

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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 Secretary

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. The advertised bid date and time for this bid is on **THURSDAY JULY 21, 2022@ 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. [LIVE BROADCAST VIA ZOOM at 2pm.](#)

Due TO COVID-19 the Municipal Building is Closed to the Public. The bids will be opened in the Municipal building LIVE BROADCAST VIA ZOOM .You must call the Purchasing Agent to accept your sealed bid @ the front door of the Municipal Building 732-562-2321.

“In order to make sure your bid is timely received and included in the bid opening at 2:00pm, the Township recommends that you drop off your sealed bid by or before 12:00pm. Bids will then be opened via zoom at 2:00pm.”

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.

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. **REQUIRED: MAKE SURE YOU CLEARLY ADDRESS THE OUTSIDE OF THE FEDEX OR UPS PACKET WITH NAME OF BID AND CONTRACTOR NAME, ADDRESS. (A MUST)**

5. HAND DELIVER BIDS – SUGGESTED PRACTICE-Due to Covid-19 please call 732-562-2321 and the Purchasing agent will meet you at the front door of the Municipal Building to accept all sealed bids.

Keeping the aforementioned items in mind, the Township suggests that bidders arrange to hand deliver their bid to the Purchasing Office by or before 12noon is encourage. 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.

Submission of Original Bid in BLUE INK and One Photo Copy of the Original Bid Marked “TRUE COPY”

All bids are to be submitted in duplicate; one (1) REQUIRED Original; one (1) REQUIRED “True copy” of the original.

******* The sample pages are not required back with the bid. Sample pages is information to bidders once awarded.**

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
Bid Bond Form
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. Acceptable Bid Bond Forms
8. Contractor Questionnaire / Certification
9. Contractor's Registration Certification
10. Contractor Registration Certificate—Submit with bid or prior to award of contract
11. Equipment Certification
12. Iran Disclosure of Investment Activities
13. Non-Collusion Affidavit
14. Notice of Classification Form
15. Prequalification Affidavit—No Material Adverse Change-N/A
16. Prevailing Wages Certification
17. Statement of Ownership Disclosure
18. Subcontractor's Disclosure Statement and all required attachments for subcontractors.
19. Sworn Contractor Certification; Qualifications and Credentials
20. Bidder Comment Form - Optional
21. Bid Cover Page, with name ,address ,phone number, E-mail address **(REQUIRED)**
22. Hold Harmless Agreement
23. Subcontractor's forms if not applicable: WRITE **N/A** ON THE FORM AND SIGN BOTTOM OF FORM.

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)

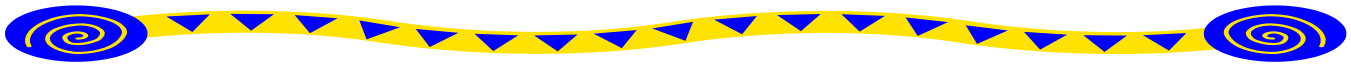
B. Reminder Checklist

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 duplicate copy of the original bid for the Township? Marked "True Copy"		
7. Did you submit a signed Bid Guarantee? Signed Consent of Surety?		
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? <hr/>		
10. REQUIRED: Bid Cover Page: Name , Address, Phone Number, E-mail Address?		

THE TOWNSHIP OF PISCATAWAY

**2022-COMMUNITY DEVELOPMENT BUILDING-PROPOSED
PARKING LOT & SITE IMPROVEMENTS**



**GENERAL
SPECIFICATIONS**



MARIA E. VALENTE-CAEMMERER

Purchasing Agent/Township Secretary

THE TOWNSHIP OF PISCATAWAY

“2022-COMMUNITY DEVELOPMENT BUILDING-PROPOSED PARKING LOT & SITE IMPROVEMENTS”

INSTRUCTIONS TO BIDDERS

1. BIDS ARE TO BE SUBMITTED TO:

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

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

ON: **THURSDAY, JULY 21, 2022**

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 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 Envelope Label Information:

Township:	The Township of Piscataway
Bid Number:	2022-07-15
Project:	<u>“2022-COMMUNITY DEVELOPMENT BUILDING-PROPOSED PARKING LOT & SITE IMPROVEMENTS”</u>
Bid Date:	<u>THURSDAY, JULY 21, 2022</u>
Bid Time:	<u>2:00pm VIA ZOOM</u>
Bidder:	<i>Name of Company</i> <i>Address</i> <i>City, State Zip</i>

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 as of yet.

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 21, 2022**. 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. Township strongly encourages Sealed bids to be submitted to the purchasing Agent by or before 12noon on 7/21/2022. Township staff out to lunch from 12:30 pm-1:30 pm **Bids will be Opened Via Zoom @2pm.**

“In order to make sure your bid is timely received and included in the bid opening at 2:00pm, the Township recommends that you drop off your sealed bid by or before 12:00pm. Bids will then be opened via zoom at 2:00pm.”

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:11-1 et seq., only manufactured products of the United States, wherever available, and where possible are to be used with this project.

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. S121.01 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.

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.

****Acceptable Only the Township of Piscataway form. Bidders must use Township BID BOND Form in the bid.**

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.

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.

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.

**** Acceptable ONLY the Township of Piscataway Form. Bidders must use Township Performance Payment Bond Form in the bid. (-SAMPLE)**

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.

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

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.

BID SUBMITTAL. Bids may be hand delivered or mailed per legal Notice by Bidders. In the case of mailed bids, the Township of Piscataway will **not** assume any responsibility for bids lost in transit at any time before bid opening. All bids received after the designated date and time will be returned unopened to the bidder.

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.

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

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


TAXPAYER NAME: 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: 0107130
 ISSUANCE DATE: 07/14/04

Acting Director
John S. Trully

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

**SAMPLES OF
 NEW JERSEY
 BUSINESS REGISTRATION
 CERTIFICATES**


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.

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:

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.

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.

TERM/COMPLETION OF PROJECT AS PER SPECIFICATION/PROPOSAL PAGES

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)

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/wage hour/content/contact_us.html](http://lwd.dol.state.nj.us/labor/wage%20hour/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 Director of Public Works 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
• Bid Proposal Form
• Bidder Comments Form--optional
• Bid Cover Sheet, Name, Address, Phone Number, E-mail Bid Bond Form
• Contractor Questionnaire/Certification
• Contractor’s Registration Certification
• Equipment Certification Exhibit “B” Hold Harmless Bidders Affidavit Plan & Experience Pay to Play Form
• Iran Disclosure of Investment Activities
• Non-Collusion Affidavit
• Prequalification Affidavit –N/A
• 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 – Original Bid and One Copy of Bid Package

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 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.

TERM/COMPLETION OF PROJECT AS PER SPECIFICATIONS/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 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 Community Development/Zoning 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 Architect/Engineer 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 E-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: Bidders log into Township website for Addendums.

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 by E-mail to : Purchasing@piscatawaynj.org , 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 seven business days 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. **Due Date: 07/13/2022.**

28. IRAN DISCLOSURE OF INVESTMENT ACITIVITIES- (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 public works 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>Liquidated Damages</u>
<u>Range of Amount</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:

- o Construction management fees
- o Architect/engineer fees
- o administrative costs
- o 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 Not 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.

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.

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 SITE/VISIT (**NONE**) 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 to download on Township bid website from. 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— **Henry Hinterstein, Landscape Architect, Assistant Zoning Officer** in conjunction with the **Division Planning & Zoning**, and the Purchasing Agent will review the scope of the work that is requested and completion time requirements (**As per Specification** Number of Working Days). A review of the plans and any drawings may take place.

D. Walkthrough of Facility/Site NONE: CONTRACTOR ENCOURAGE TO VISIT SITE LOCATION. **Henry, Landscape Architect, Assistant Zoning Officer/Division of Planning & Zoning**, in conjunction with the Division of Planning & Zoning and or the Purchasing Agent, may conduct a facility site walkthrough with all interested parties.

E. Questions; Clarifications—Official Addenda Process(**Due Date for Questions& Answers on the Bid is July 13, 2022 BY 12:00 NOON**)

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, **Henry Hinterstein, Landscape Architect /Division of Planning & Zoning** 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@piscatawaynj.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. BIDDERS 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.

37. 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.

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

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 Township 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.

38. 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.

39. 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.

40. 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 s eq., 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.

41. 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.

42. 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.

43.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 THE SUBCONTRACTORS FORMS DOES NOT APPLY PLEASE WRITE [N/A](#)

44.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 Director of Public Works 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.

45. 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 is attached to the bid for the Contractor Information- ST-13 FORM.**

ST-13 FORM WILL BE ATTACHED TO THE CONTRACT ONCE AWARDED.

W-9 REQUIRED ONCE AWARD. May be submitted with bid. For faster procedures.

Successful bidder/respondent shall complete W-9 Form and submit to Purchasing prior to contract award. Than form is available at the following link: www.irs.gov/pub/irs-pdf/fw9.pdf

46. Play to Play-NOTICE OF DISCLOSURE REQUIREMENT

Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A> 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elect.state.nj.us.

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 Township 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 Township harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement.

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 Director of Public Works, other interested administrators; and the Department of Public Works 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.

49. 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. A Notice to Proceed must be sent to the awarded Contractor by the Project Manager. A Copy of the Notice to Proceed must be submitted to the Purchasing Agent.

50. WORK HOURS / INSPECTION

The contractor shall work only during the normal work hours of the Township unless authorized by the Township Engineer/ DPW/ CODE/ LANDSCAPE, ZONING to 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

2022-COMMUNITY DEVELOPMENT BUILDING-PROPOSED PARKING LOT & SITE IMPROVEMENTS

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. **See attached Plan & Experience forms in the bid. As Per Specifications.**

NUMBER OF WORKING DAYS; TIME OF COMPLETION

The contractor agrees to substantially complete this Public Works 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/Proposal pages .**

The number of working days set by the Township may be extended by mutual agreement between the contractor and the Township. 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 for the Contractor to visit the Project location.**

N/A

Month / Day / Year
10:00 a.m.
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 Public Works 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 Public Works 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 #*)

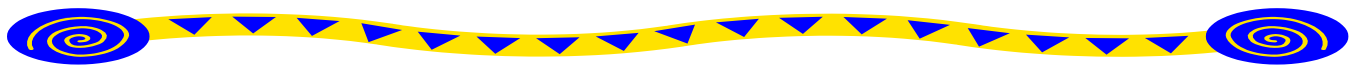
Classification Trade Name
_____ (*List name of trade*)

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.

Bid No. 2022-07-15

THE TOWNSHIP OF PISCATAWAY

**“2022-COMMUNITY DEVELOPMENT BUILDING-PROPOSED
PARKING LOT & SITE IMPROVEMENTS”**



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

ACKNOWLEDGEMENT OF ADDENDUM

“2022-COMMUNITY DEVELOPMENT BUILDING-PROPOSED PARKING LOT & SITE IMPROVEMENTS”

Bid No. 2022-07-15

Bid Date. Thursday, July 21, 2022

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.

<u>ADDENDA NO.</u>	<u>ISSUING DATES</u>
_____	_____
_____	_____
_____	_____
_____	_____

No Addenda Received

Name of Company _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Name of Authorized Representative _____

Signature _____ **Date** _____

BIDDER'S COMMENT FORM

“2022-COMMUNITY DEVELOPMENT BUILDING-PROPOSED PARKING LOT & SITE IMPROVEMENTS”

Bid No. 2022-07-15

Bid Date. Thursday, July 21, 2022

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

“2022-COMMUNITY DEVELOPMENT BUILDING-PROPOSED PARKING LOT & SITE IMPROVEMENTS”

Bid No. 2022-07-15

Bid Date. Thursday, July 21, 2022

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 voluntary 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 sq.,?

Yes No

If yes, explain _____

(Form continued on next page)

“2022-COMMUNITY DEVELOPMENT BUILDING-PROPOSED PARKING LOT & SITE IMPROVEMENTS”

Bid No. 2022-07-15

Bid Date. Thursday, July 21, 2022

Name of Company

Experience – Township:

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 School Official: _____ Title _____

Phone Number _____ E-Mail _____

Date(s) of Project: _____

B. Title of Work/Project: _____

Name of Township: _____

Name of School Official: _____ Title _____

Phone Number _____ E-Mail _____

Date(s) of Project: _____

C. Title of Work/Project: _____

Name of Township: _____

Name of School 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.

Firm

Principal

Phone Number

1. _____

2. _____

3. _____

(Form continued on next page)

“2022-COMMUNITY DEVELOPMENT BUILDING-PROPOSED PARKING LOT & SITE IMPROVEMENTS”

Bid No. 2022-07-15

Bid Date. Thursday, July 21, 2022

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

“2022-COMMUNITY DEVELOPMENT BUILDING-PROPOSED PARKING LOT & SITE IMPROVEMENTS”

Bid No. 2022-07-15

Bid Date. Thursday, July 21, 2022

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 school 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 school 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

Public Works

"2022-COMMUNITY DEVELOPMENT BUILDING-PROPOSED PARKING LOT & SITE IMPROVEMENTS"

Bid No. 2022-07-15

Bid Date. Thursday, July 21, 2022

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 Public Works 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 public work 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

"2022-COMMUNITY DEVELOPMENT BUILDING-PROPOSED PARKING LOT & SITE IMPROVEMENTS"

Bid No. 2022-07-15

Bid Date. Thursday, July 21, 2022

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 Public Work project.

or

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

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	<input type="text"/>	Relationship to Bidder/Offeror	<input type="text"/>
Description of Activities	<input type="text"/>		
Duration of Engagement	<input type="text"/>	Anticipated Cessation Date	<input type="text"/>
Bidder/Offeror Contact Name	<input type="text"/>	Contact Phone Number	<input type="text"/>

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

"2022-COMMUNITY DEVELOPMENT BUILDING-PROPOSED PARKING LOT & SITE IMPROVEMENTS"

Re: Bid Proposal for the Township of Piscataway.

Bid No. 2022-07-15

STATE OF _____

Bid Date. Thursday, July 21, 2022

: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)

PRE-QUALIFICATION AFFIDAVIT—NO MATERIAL ADVERSE CHANGE

“2022-COMMUNITY DEVELOPMENT BUILDING-PROPOSED PARKING LOT & SITE IMPROVEMENTS”

The below affidavit must be submitted with your bid for projects over \$20,000.00 pursuant to N.J.S.A. 40A:11-1 et seq.,

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:

No Material Adverse Change in Qualification

I am _____ (*Position in Company*), and the bidder for the above named project. The answers to the following statements are true and correct and that there has been no material adverse change in the qualification information subsequent to the latest statement submitted as required (N.J.S.A. 40A:11-1 et seq.,) as amended, except as set forth herewith. I further certify that there is not now pending any litigation or other action that may jeopardize my rating, status or contract limits from their current limits.

Notice of Classification

_____ (*Name of Company*) is classified by the State of New Jersey under Chapter 105, Laws of 1962, as amended. This Classification became effective _____ (*Date*)

Type of Contract/Trade Classified: _____

Classification Approved Amount \$ _____

A copy of my valid and active prequalification/classification certificate from the Department of Treasury, Division of Property Management and Construction has been submitted with this bid.

Total Amount of Uncompleted Contracts

The total amount of uncompleted work is \$ _____ as of _____ (*Date*).

A copy of the company’s Total Amount of Uncompleted Contracts form is required to be submitted with the bid.

Signature of Authorized Representative

Date

This affidavit does not take the place of the “Notice of Classification” or the “Total Amount of Uncompleted Contracts” issued by the State of New Jersey, both of which must be submitted with the bid package of each bidder.

PREVAILING WAGES CERTIFICATION

“2022-COMMUNITY DEVELOPMENT BUILDING-PROPOSED PARKING LOT & SITE IMPROVEMENTS”

Bid No. 2022-07-15

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:

Henry Hinterstein/Landscape Architect
The Township of Piscataway

Name of Company_____

Authorized Agent_____

Authorized Signature_____

To be completed, signed and returned with Bid/Proposal

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

"2022-COMMUNITY DEVELOPMENT BUILDING-PROPOSED PARKING LOT & SITE IMPROVEMENTS"

Bid No. 2022-07-15

Bid Date. Thursday, July 21, 2022

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>For Subcontractors in the four major branches listed above</i>	<i>For all other Subcontractors</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)

"2022-COMMUNITY DEVELOPMENT BUILDING-PROPOSED PARKING LOT & SITE IMPROVEMENTS"

Bid No. 2022-07-15

Bid Date. Thursday, July 21, 2022

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:

SUBCONTRACTOR DOCUMENT SUBMISSIONS		
<u>Estimated Value of Contract – Subcontractor</u>	<i>For Subcontractors in the four major branches listed above</i>	<i>For all other Subcontractors</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)

"2022-COMMUNITY DEVELOPMENT BUILDING-PROPOSED PARKING LOT & SITE IMPROVEMENTS"

Bid No. 2022-07-15

Bid Date. Thursday, July 21, 2022

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>For Subcontractors in the four major branches listed above</i>	<i>For all other Subcontractors</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)

Subcontractor's Disclosure Statement (Continued)

Return With Bid

"2022-COMMUNITY DEVELOPMENT BUILDING-PROPOSED PARKING LOT & SITE IMPROVEMENTS"

Bid No. 2022-07-15

Bid Date. Thursday, July 21, 2022

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)

"2022-COMMUNITY DEVELOPMENT BUILDING-PROPOSED PARKING LOT & SITE IMPROVEMENTS"

Bid No. 2022-07-15

Bid Date. Thursday, July 21, 2022

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>For Subcontractors in the four major branches listed above</i>	<i>For all other Subcontractors</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

"2022-COMMUNITY DEVELOPMENT BUILDING-PROPOSED PARKING LOT & SITE IMPROVEMENTS"

Bid No. 2022-07-15

Bid Date. Thursday, July 21, 2022

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>		
<i><u>Estimated Value of Contract – Subcontractor</u></i>	<i>For Subcontractors in the four major branches listed above</i>	<i>For all other Subcontractors</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	
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\$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

Sworn Contractor Certification; Qualifications and Credentials

Pursuant to N.J.S.A. 40A:11-1 et seq., a pre-qualified contractor seeking to bid Township 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 forgoing statements are true and our firm has the following qualifications and credentials:

1. A current, valid certificate of registration issued pursuant to "The Public Works 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 _____

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

(Revised: January, 2016)

)

DATED: _____

COMPANY NAME: _____

ADDRESS: _____

TITLE: _____

PRINTED NAME _____

SIGNATURE: _____

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: _____

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)

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)

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)

TOWNSHIP OF PISCATAWAY

455 Hoes Lane
Piscataway, N.J. 08854

AFFIDAVIT ATTESTING TO
COMPLIANCE WITH PREVAILING WAGE LAWS
OF NEW JERSEY

I, _____ of the organization/firm of
_____ in the (City, Town, Borough) of
_____ State of _____ and being of
full age, being duly sworn according to law on my oath depose and say that:

I am the Bidder making the proposal for the labor and materials relative
to: _____, in
the amount of \$ _____, and that I executed the said proposal with full authority
to do so; that said **bidder IS AND WILL BE IN FULL COMPLIANCE with the Prevailing
Wage laws of the State of New Jersey.**

PRINT: Name, Address and other contact information of Contractor:

Phone _____ fax _____

Email address _____

By: _____
(signature of authorized representative)

(Print name of authorized representative)

Date _____

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfn/lfnmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional

information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.**

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature Printed Name Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

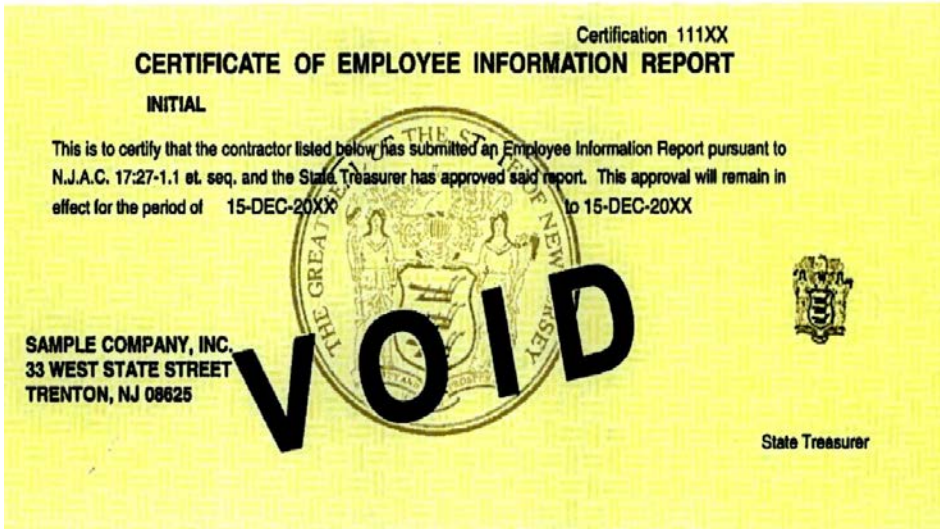
Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED,
CUSTOMIZABLE FORM.**

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

TOWNSHIP OF PISCATAWAY



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)

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. Township encourages to 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**.

REQUIRE (1) One “**Original**” and **REQUIRED: (1)** One “**PHOTO Copy**” of the Original marked “**True Copy**”.

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

Return the REQUIRED DOCUMENTS in the original bid packet by the indicated deadline.

INSTRUCTIONS TO BIDDERS PAGES: ARE NOT REQUIRED BACK WITH BID,

SAMPLE PAGES: ARE NOT REQUIRED BACK WITH BID.

Bidders, Login to website for any addendums.

Website: www.piscatawaynj.org (Click on Home Page, EGov, Bids)

E-mail: purchasing@piscatawaynj.org

732-562-2321 (The Division of Purchasing)

THE TOWNSHIP OF PISCATAWAY

**“2022-COMMUNITY DEVELOPMENT BUILDING-PROPOSED
PARKING LOT & SITE IMPROVMENTS”**

TECHNICAL SPECIFICATIONS



Pages 1- 44

MARIA E. VALENTE-CAEMMERER

Purchasing Agent/Township Secretary

SPECIAL INSTRUCTIONS TO BIDDERS

ARTICLE S-1 **SITE EXAMINATION**

Bidders shall examine the site of the work before submitting their proposals.

ARTICLE S-2 **SPECIFICATIONS AND INSPECTIONS**

All site 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 – 2007 as amended. All retaining wall construction shall conform to all applicable building codes as required.

The contractor shall provide the Landscape Architect or his representative 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, and rejected by the Landscape Architect or his representative, shall be promptly removed by the Contractor from the job site.

ARTICLE S-3 **MATERIALS**

All materials used in this project are to meet the approval of the Township Landscape Architect or his representative.

ARTICLE S-4 **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.

ARTICLE S-5 **CONSTRUCTION MATERIAL**

All prices to be quoted on excavation, grading, paving, concrete, 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 Township Landscape Architect and as shown on the plans.

ARTICLE S-6 **NOTICE TO PROCEED**

A “Notice to Proceed” will be issued by the Township Landscape Architect from which time the Contractor shall have 10 days to commence work on the project, and diligently pursue the completion of the work under the Contract.

ARTICLE S-7 **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.

ARTICLE S-8 **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 Township Landscape Architect.

ARTICLE S-9 **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 Township Landscape Architect and to fully complete the project within 120 consecutive calendar days thereafter. Bidders must also agree to pay as liquidated damages, the sum of \$300.00 for each consecutive calendar day thereafter as hereinafter provided in Article G-34 of the “General Instructions to Bidders”.

ARTICLE S-10 **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.

ARTICLE S-11 **PROTECTION AGAINST ACCIDENT**

The Contractor shall provide, at his own expense, erect suitable barriers, lights, fences, danger warnings, and any such devices and appurtenances, and shall take any other

precautions as may be necessary to protect life and property 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 charge of, and be responsible for the entire scope of the construction for which he has contracted until its' completion and acceptance.

ARTICLE S-12 **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.

The contractor shall at all times safely guard and protect the property from vandalism, damage or loss. He shall safely guard and protect his work and adjacent property from damage, loss or injury to the satisfaction to the owner.

The contractor shall at all times absolutely prevent water from entering the building as a result of his work or a result of damage to the building caused by him.

During the progress of construction, and during suspension of work for any reason and during inclement weather, and any time the Township shall direct, the Contractor shall protect his materials and work against damage and injury from weather or other causes. If, in the opinion of the Township, any materials or work shall have been damaged or injured by reason or failure on the part of the Contractor to protect his work, such materials and work shall be removed and replaced at the expense of the Contractor.

The Contractor shall immediately report all accidents, injuries, or health hazards to the Owner, or his designated representative, in writing. This shall not obviate any mandatory reporting under the provisions of the Occupational Safety and Health Administration Act of 1970.

ARTICLE S -13 **DRIVEWAYS**

The Contractor shall at all times be responsible for providing driveway access to all township employees on the construction site. He shall adequately cut down or fill up and compact driveway access as directed by the Landscape Architect. All costs for this work shall be included within the prices bid within the various items designated in the proposal.

ARTICLE S-14 **DUST CONTROL**

Should it be determined by the Landscape Architect that job conditions warrant dust control measures, the Contractor shall apply calcium chloride, or use other reasonable methods designated by the Landscape Architect 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.

ARTICLE S-15 **“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.

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/lssc/lspubcon.html

ARTICLE S-15.1 **“BUSINESS REGISTRATION CERTIFICATION”**

In accordance with state law P.L.2004, c57, all business organizations that do business with a local contracting agent are required to be registered with the State and provide proof of that registration to the contracting agency before the contracting agency may enter into a contract with the business.

ALL NAMED/LISTED BIDDERS MUST SUBMIT A COPY OF THEIR PROOF OF REGISTRATION WITH BIDS.

Failure to submit proof of registration is considered a mandatory rejection of bids. (a non-waivable defect). This covers construction work as well as non-construction bids. N.J.S.A. 40A:23.2 adds business registration to the mandatory list of documents submitted in a construction bid.

Contact Information

Instructions: www.nj.gov/dca/lgs/lpcl/buregis/bus_reg_instruct_4.doc

Instructions: www.nj.gov/treasury/revenue/busregcert.htm

Instructions: www.state.nj.us/treasury/revenue/busregcert.htm

“ New Jersey Business Registration Requirements ”

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

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

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling (609) 292-9292.

ARTICLE S-16 SITE CLEARANCE AND RESTORATION (ITEM #1)**S-16.1 DESCRIPTION**

This item shall include all necessary labor, materials, supplies, excavation, disposal, backfill, compaction, to remove (and replace if required) all traffic signs, other signage, bicycle racks, benches, bench pads, litter receptacles, grills, trees, guard rails, foundation remnants, crumbling retaining wall, concrete, and all other items or obstacles necessary to prepare the site for the proposed construction and the proper completion of the work.

The site of the project shall be cleared within the limits of construction (entire area inside fence line) as noted on the demolition plan and notes. Said limits shall be considered maximum limits and the contractor shall clear only those minimum areas within construction limits as may be necessary to properly perform the project.

The ground surface shall be cleared of all shrubs, trees, brush, weeds, roots, matted leaves, small structures, concrete, pavement, debris and other unsuitable matter as noted on the demolition plan and as needed for the proper completion of the project. Tree stumps in conflict with proposed construction shall be completely removed.

The water surface within the limits of disturbance shall be cleared of all vegetation, weeds, matted leaves, debris, and other unsuitable matter as noted on the demolition plan and as needed for the proper completion of the project.

Trees, shrubs and other landscape features within the construction limits which are to be saved, shall be protected during the progress of the work in a manner satisfactory to the Township Landscape Architect.

It is the intention of this Contractor 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 demolition, clearing, pruning, grubbing, removal of brush, and debris shall be legally disposed of, off site, at the expense of the contractor.

This item shall also include the cleaning out of all catch basins within the limit of disturbance once the project has been completed.

S-16.2 QUANTITY AND PAYMENT

Payment for site clearance and demolition shall be on a lump sum basis at the price bid in the proposal, and shall include all necessary labor, materials, equipment, and supplies to remove and dispose of all materials noted, as well as any vegetation and debris, and all else necessary therefore and incidental thereto.

ARTICLE S-17 **SOIL EROSION AND SEDIMENT CONTROL (ITEM #2)**

S-17.1 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 well as the plans and details.

S-17.2 MATERIALS

Inlet Protection

Inlet protection shall be as specified on the plans and details. Hay bales shall not be used.

Silt Fence

Wood stakes, posts and boards shall be solid, reasonably knot-free lumber conforming to the nominal size specified on the plans and details and in accordance with state standards.

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

Mulch shall be as specified on the plans and details.

Seed Mixtures

Seed mixtures shall be as specified on the plans and details.

S-17.3 DESCRIPTION

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, 2007, as amended except for any provisions that permit a price adjustment for asphalt, fuel, labor or any other materials or supplies, and the State Aid Supplemental Specifications included.

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, 2007, as amended except for any provisions that permit a price adjustment for

asphalt, fuel, labor or any other materials or supplies, and the State Aid Supplemental Specifications included.

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, 2007, as amended except for any provisions that permit a price adjustment for asphalt, fuel, labor or any other materials or supplies, and the State Aid Supplemental Specifications included.

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 Landscape Architect may suspend the work, wholly or in part, in accordance with Subsection 108.13 of the N.J.D.O.T. Standard Specifications, 2007, as amended except for any provisions that permit a price adjustment for asphalt, fuel, labor or any other materials or supplies, and the State Aid Supplemental Specifications included, 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 Landscape Architect directs that specific items remain in place.

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, as directed.

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 Engineer 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.

Turbidity Curtain (If Noted on Plans)

Turbidity curtain shall consist of Type 1 Dot Silt Curtain as manufactured by Triton or approved equal. The curtain barrier shall be 3' x 100' sections, constructed of 18 oz. impermeable PVC. It shall be yellow for visibility, and contain 6" closed cell floats. The curtain shall also have a ¼" galvanized bottom ballast chain and reinforced grommet section connectors. Turbidity curtain barrier shall be installed as per manufacturer's recommendations.

Inlet Protection

See plans and details.

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

Temporary stockpile shall consist of silt fence around perimeter of stockpile. Stockpile shall not exceed 35' in height and a maximum slope of 3 to 1.

Maintain stockpile surface in accordance with temporary stabilization notes.

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, 2007, as amended, except for any provisions that permit a price adjustment for asphalt, fuel, labor or any other materials or supplies, and the State Aid Supplemental Specifications included.

S-17.4 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.

ARTICLE S-17 **REMOVAL OF GRANITE BLOCK CURB (ITEM #3)**

S-17.1 DESCRIPTION

This item shall be for the removal of existing granite block curb, as shown on the plans and details, and as directed by the Township. Also to include the excavation, backfilling, and disposal of all materials.

S-17.2 MATERIALS

Backfill material in areas not receiving new curb shall be topsoil. Areas where new granite block curb is to be installed shall be backfilled with 3/4" clean stone as needed.

S-17.3 METHODS OF CONSTRUCTION

Remove and dispose of granite block curb as noted on the plans, backfilling with appropriate material.

S-17.4 QUANTITY AND PAYMENT

Payment shall be per lineal foot of 8" concrete straight curb removed, as measured in place, at the price bid in the proposal, and shall include all necessary labor, materials, supplies, disposal, necessary excavation, and backfilling.

ARTICLE S-18 **15" HIGH DENSITY POLYEHTYLENE DRAIN PIPE (ITEM #4)**

S-18.1 DESCRIPTION

This item shall include all necessary labor, materials, excavation, backfilling, disposal of all excess material, and supplies to install 15" high density polyethylene drain pipe as shown on the plans and where directed by the Township, in accordance with plans and details.

S-18.2 MATERIALS

All pipe shall be 15" inside diameter high density, dual wall corrugated polyethylene pipe.

S-18.3 METHODS OF CONSTRUCTION

15" HDPE pipe shall be installed as shown on the plans and in accordance with details.

Excavation shall be "Unclassified Excavation" as defined in subsection 202.02 of the N.J.D.O.T. Standard Specifications, 2007, as amended. Excavation shall be disposed of at the expense of the contractor.

S-18.4 QUANTITY AND PAYMENT

Payment for 15" high density polyethylene drain pipe shall be per linear foot of pipe installed at the price bid in the proposal, and shall include all excavation, materials, connections, backfilling, compaction, disposal of excavation, and labor.

ARTICLE S-19 **CONSTRUCT STORMWATER "B" INLET (ITEM #5)**

S-19.1 DESCRIPTION

This item shall include all necessary labor, materials, and supplies to construct a stormwater "B" inlet, as per the plan and details, and as directed by the Township Landscape Architect.

S-19.2 MATERIALS

Materials shall be as shown on the detail sheet, in accordance with the N.J.D.O.T. Standard Specifications, 2007, as amended.

S-19.3 METHODS OF CONSTRUCTION

Construction shall be as shown on the detail sheet and in accordance with the N.J.D.O.T. Standard Specifications, 2007, as amended.

S-19.4 QUANTITY AND PAYMENT

Payment for construction of a stormwater "B" inlet shall be per unit, constructed in place, at the price bid in the proposal and shall include all necessary labor, materials, castings, supplies, excavation, and backfilling.

ARTICLE S-20 **REBUILD EX. INLET (ITEM #6)**

S-20.1 DESCRIPTION

This item shall include all necessary labor, materials, and supplies to rebuild an existing “B” inlet, as per the plan and details, and as directed by the Township Landscape Architect.

S-20.2 MATERIALS

Materials shall be as shown on the detail sheet, in accordance with the N.J.D.O.T. Standard Specifications, 2007, as amended.

S-20.3 METHODS OF CONSTRUCTION

Construction shall be as shown on the detail sheet and in accordance with the N.J.D.O.T. Standard Specifications, 2007, as amended.

S-20.4 QUANTITY AND PAYMENT

Payment for the rebuilding of an existing inlet shall be per unit, constructed in place, at the price bid in the proposal and shall include all necessary labor, materials, castings, supplies, excavation, and backfilling.

ARTICLE S-21 **SITE EXCAVATION (ITEM #7)**

S-21.1 DESCRIPTION

This item shall include the excavation and grading of the entire site as needed, including the parking lot, table areas, and all areas both in front of and behind the building, as shown on the plans and bid in the Proposal. All unsuitable 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.

Site excavation, unclassified, shall also include removal and disposal of unsuitable material as well as the placement of clean fill as needed behind the retaining walls as the grades dictate.

S-21.2 METHODS OF CONSTRUCTION

After site clearance is completed, the contractor shall remove bulk excavation to the fill areas to elevations 8” below the lines and grades shown on the plans for paved and walk/patio areas and 4” below the lines and grades shown on the plans for landscaped areas.

If during construction, as is anticipated, there is not enough fill, additional suitable fill material will be provided to make up the difference as directed by the Township

Landscape Architect. Trucking of the fill material will be the contractor's responsibility.

Excavation shall be "Unclassified Excavation" as defined in subsection 202.02 of the N.J.D.O.T. Standard Specifications, 2007, as amended. Any excess excavation shall be disposed of at the expense of the contractor.

All disturbed land areas to be landscaped, and any other designated areas, shall be fine graded and shaped to the grades and lines shown on the plans using imported topsoil, as necessary, to a depth of at least 4 inches. Approximately 120 cubic yards of topsoil will have to be imported to the site. Topsoil needed for lawn areas shall be part of the topsoil, fertilize, lime, and sod pay item, and costs for this work should not be included in the site excavation pay item.

Excavation operations may be conducted by any standard methods acceptable to the Township Landscape Architect. Care must be taken not to disturb the sub-grade below those elevations shown or implied by the plans. Any such disturbance shall be remedied in a manner acceptable to the Township Landscape Architect at the contractor's expense.

S-21.3 QUANTITY AND PAYMENT

Payment shall be per cubic yard of excavation, regardless of method, at the price bid in the Proposal, and shall include all necessary labor, materials, and supplies, trucking of additional fill material, and the removal and disposal of unsuitable material from the site.

ARTICLE S-22 **16' x 16' PVC PERGOLA (ITEM #8)**

S-28.1 DESCRIPTION

This item shall include all necessary labor, materials and supplies to install, a 16' x 16' PVC Pergola, as shown on the plans and as directed by the Township Landscape Architect, in accordance with details and manufacturers specifications.

S-22.2 MATERIALS

16' x 16' PVC Pergola shall be Model No. CPST192FS10-096SSW as manufactured and distributed by Structureworks, Inc., 3300 Dill Smith Drive, Fredericksburg, VA 22408, 877.489.8064 or approved equal.

16'x 16' PVC Pergola shall have beige slub tweed shade tree canopy system installed.

S-22.3 METHODS OF CONSTRUCTION

The 16' x 16' PVC Pergola shall be installed as per the plans and details, and as per the manufacturers shop drawings and specifications.

S-22.4 QUANTITY AND PAYMENT

Payment for the 16' x 16' PVC Pergola shall be on a per unit basis, installed in place, at the price bid in the proposal, and shall include all necessary labor, materials, shade tree canopy system, signed and sealed engineered shop drawings, and supplies.

ARTICLE S-23 **GRANITE BLOCK CURB (ITEM #9)**

S-23.1 DESCRIPTION

This item shall be for the construction of granite block curb, as shown on the plans, and where directed by the Landscape Architect or his representative, in accordance with the details.

S-23.2 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 jumbo, of the size shown on the drawings and be new.

S-23.3 METHODS OF CONSTRUCTION

Before pouring, the subgrade shall be mechanically compacted and approved by the Township's representative.

The granite blocks shall be set in the freshly poured concrete base, and when set, shall be properly backed, raked, and pointed.

S-23.4 QUANTITY AND PAYMENT

Payment shall be per lineal foot of granite block curb, as measured in place at the price bid in the Proposal, and shall include all necessary labor, materials, supplies, and any necessary backfilling.

ARTICLE S-24 **CONCRETE SIDEWALK/PADS, 4" THICK (ITEM #10)**

S-24.1 DESCRIPTION

This item shall be for the construction of 4" thick concrete sidewalk/pads, as shown on the plans, and as directed by the Township Landscape Architect. Also to include the disposal of material, backfilling, and compaction of the area excavated for the sidewalk.

S-24.2 MATERIALS

Concrete sidewalk shall be constructed of portland cement concrete and shall attain a compressive strength of 4500 p.s.i. @ 28 days and shall be air entrained.

Expansion joint material shall be pre-molded bituminous material as specified in the N.J.S.H.D. Standard Specifications, 2007 as amended.

S-24.3 METHODS OF CONSTRUCTION

After the subgrade has been established to the appropriate lines and grades with 4" of 3/4" clean stone, it shall be mechanically compacted and inspected by the Landscape Architect or his representative. No concrete shall be installed until the subgrade has been approved. All excess materials will be disposed of at the expense of the contractor.

After pouring, the concrete shall be floated, given a "broom" finish, edges tooled, and expansion and contraction joints shall be placed as directed by the Township Landscape Architect. Contraction (false) joints shall be placed in increments equal to the sidewalk width. Expansion joints shall be placed in increments equal to 3x the sidewalk width.

S-24.4 QUANTITY AND PAYMENT

Payment shall be per square foot of concrete sidewalk/pads, 4" thick, as measured in place at the price bid in the proposal, and shall include all necessary labor, materials, supplies, excavation, disposal, and backfilling.

ARTICLE S-25 **REINFORCED CONCRETE DUMPSTER PAD, 6" THICK** **(ITEM #11)**

S-25.1 DESCRIPTION

This item shall be for the construction of 6" thick, reinforce concrete dumpster pad, as shown on the plans, and as directed by the Township Landscape Architect. Also to include the disposal of material, backfilling, and compaction of the area excavated for the sidewalk.

S-25.2 MATERIALS

Concrete sidewalk shall be constructed of portland cement concrete and shall attain a compressive strength of 4500 p.s.i. @ 28 days and shall be air entrained.

Expansion joint material shall be pre-molded bituminous material as specified in the N.J.S.H.D. Standard Specifications, 2007 as amended.

Concrete reinforcement shall be 6x6 10/10 wwf reinforcement mesh.

S-25.3 METHODS OF CONSTRUCTION

After the subgrade has been established to the appropriate lines and grades with 4" of 3/4" clean stone, it shall be mechanically compacted, wwf installed, and inspected by the Landscape Architect or his representative. No concrete shall be installed until the reinforcement mesh and subgrade has been approved. All excess materials will be disposed of at the expense of the contractor.

After pouring, the concrete shall be floated, given a "broom" finish, edges tooled, and expansion and contraction joints shall be placed as directed by the Township Landscape Architect. Contraction (false) joints shall be placed in increments equal to the sidewalk width. Expansion joints shall be placed in increments equal to 3x the sidewalk width.

S-25.4 QUANTITY AND PAYMENT

Payment shall be per square foot of reinforced concrete dumpster pad, 6" thick, as measured in place at the price bid in the proposal, and shall include all necessary labor, materials, supplies, excavation, disposal, and backfilling.

ARTICLE S-26 **CONCRETE PAVERS (ITEM #12)**

S-26.1 DESCRIPTION

This item shall be for the construction of concrete pavers, as shown on the plans, and where directed by the Landscape Architect or his representative, in accordance with the details. Also to include the excavation, backfilling, and compaction of the area excavated for the pavers.

S-26.2 MATERIALS

Concrete pavers shall be Old Shore Collection, 6" x 9" pavers, in Tahoe Blend for the herringbone field, and Chilton Grey for the soldier course border, and any accent lines, as manufactured by , Garden State Pavers, and distributed by Clayton Block, Edison, NJ 08817, or approved equal.

S-26.3 METHODS OF CONSTRUCTION

After the subgrade has been established to the appropriate lines and grades with 5" of 3/4" quarry process stone, and it shall be mechanically compacted and inspected by the Landscape Architect or his representative. No concrete paver shall be installed until the subgrade has been approved. All excess materials will be disposed of at the expense of the contractor.

Install 1" bedding sand/stone dust, and the pavers as per the plans and details, and in accordance with manufacturer's specifications. Pavers shall be installed in a herringbone pattern as shown in the detail, with a 6" x 9" soldier course border around the

outside perimeter of the paver field. Pavers are to be covered prior to compacting in place to prevent damage.

S-26.4 QUANTITY AND PAYMENT

Payment shall be per square foot of concrete pavers, as measured in place at the price bid in the Proposal, and shall include all necessary labor, materials, supplies, and any necessary backfilling.

ARTICLE S-27 **DENSE GRADED AGGREGATE BASE COURSE, 3" THICK**
(ITEM #13)

S-27.1 DESCRIPTION

This item shall consist of the construction of 3" compacted thickness, dense graded aggregate base course for new pavement areas, as shown on the plans and detail sheet, and as directed by the Township Landscape Architect.

S-27.2 MATERIALS

Materials shall conform to the dense graded aggregate designation in Subsection 901.08 of the N.J.D.O.T. Standard Specifications, 2007, as amended.

S-27.3 EQUIPMENT

Equipment shall include equipment that can spread aggregate, without segregation. The compaction equipment shall be pneumatic-tire or dynamic compactors conforming to subsection 203.04 of the N.J.D.O.T Standard Specifications, 2007, as amended.

S-27.4 METHODS OF CONSTRUCTION

Prior to placing dense graded aggregate base course material on the subgrade or sub-base, the surfaces shall conform to the N.J.D.O.T. Standard Specifications, 2007, as amended.

S-27.4.1 Preparation of Subgrade

As directed by the Township Landscape Architect, unsuitable subgrade shall be removed and replaced with sub-base material in accordance with the N.J.D.O.T. Standard Specifications, 2007, as amended. Sub-base 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.

S-27.4.2 Spreading and Compacting

The sub-base material shall be deposited on the prepared areas as uniformly as possible to avoid segregation. Dense graded aggregate shall be installed in one (1) 3” layer. The dense graded aggregate, shall be in accordance with the N.J.D.O.T. Standard Specifications, 2007, as amended.

S-27.4.3 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 sub-base and sub-grade shall be compacted by the density control method specified in the N.J.D.O.T. Standard Specifications, 2007, as amended.

S-27.5 QUANTITY AND PAYMENT

Payment shall be per square yard of dense graded aggregate base course, 3” thick installed, regardless of installation method, at the price bid in the proposal and shall include all necessary labor, material, and supplies.

ARTICLE S-28 **HOT MIX ASPHALT BASE COURSE 19H64, 3” THICK**
(ITEM # 14)

S-28.1 DESCRIPTION

This item shall include all necessary labor, materials and supplies to install Hot Mix Asphalt Base Course 19M64, 3” thick to the lines and grades shown on the plans and as directed by the Township Engineer.

S-28.2 MATERIALS

Hot Mix Asphalt Base Course 19M64, 3” Thick, shall comply with the requirements of the N.J.D.O.T. Standard Specifications for Road and Construction - 2007, as amended.

S-28.3 METHODS OF CONSTRUCTION

Hot Mix Asphalt base course 19H64, 3” Thick, shall be installed in one 3” lift as shown on the plans. The lift shall be thoroughly rolled and compacted. A “tack coat” shall be installed before placement of the material, as directed by the Township Engineer.

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.

S-28.4 QUANTITY AND PAYMENT

Payment shall be per ton of Hot Mix Asphalt base course material 19M64, 3” thick, except for any provisions that permit a price adjustment for asphalt, fuel, labor or any other materials or supplies compacted in place, at the price bid in the Proposal and shall include all necessary labor, materials and supplies.

ARTICLE S-29 **HOT MIX ASPHALT SURFACE COURSE 12.5M64, 2” THICK**
(ITEM # 15)

S-29.1 DESCRIPTION

This item shall include all necessary labor, materials and supplies to install Hot Mix Asphalt Surface Course 12.5M64, 2” thick to the lines and grades shown on the plans and as directed by the Township Engineer.

S-29.2 MATERIALS

Hot Mix Asphalt Surface Course 12.5M64, 2” Thick, surface course, shall comply with the requirements of the N.J.D.O.T. Standard Specifications for Road and Construction - 2007, as amended.

Tack Coat, RC-70 shall conform to the subsection 401.03.02 of the N.J.D.O.T Standard Specifications, 2007, as amended.

S-29.3 METHODS OF CONSTRUCTION

Hot Mix Asphalt surface course 12.5M64, 2” Thick, shall be installed in one 2” lift as shown on the plans. The lift shall be thoroughly rolled and compacted. A “tack coat” shall be installed before placement of the material, as directed by the Township.

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.

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 ribboned.

When placing HMA, ensure that the base temperature meets the minimum temperature requirements specified in table 401.03.03.

S-29.4 QUANTITY AND PAYMENT

Payment shall be per ton of Hot Mix Asphalt surface course 12.5M64, material, 2” thick, except for any provisions that permit a price adjustment for asphalt, fuel, labor or any other materials or supplies, compacted in place, at the price bid in the Proposal and shall include all necessary labor, materials, tack coat, and supplies.

ARTICLE S-30 **REFRACTOR GLOBE LIGHT FIXTURE ON 14' HIGH FLUTED POLE (ITEM #16)**

S-30.1 DESCRIPTION

This item shall include all necessary labor, materials, excavation, backfilling, disposal of all excess material, and supplies to supply, assemble, and install refractor globe light fixtures on 14' high fluted poles, as shown on the plans and where directed by the Township, in accordance with details and manufacturers specifications, and in accordance with all applicable building codes and permits.

S-30.2 MATERIALS

Refractor Globe Light Fixture on 14' high fluted pole shall be Phillips-Hadco C12234E Luminaire with logo cage assembly and CP12234C fluted 14' pole, as shown on the plans and details, as distributed by Dave Murphy & Associates, 114 Essex Street Suite 200, Rochelle Park, NJ 07662, or approved equal.

S-30.3 METHODS OF CONSTRUCTION

Assemble and install light fixtures and poles in conformance with plans, details, manufacturers specifications, and in accordance with all applicable codes and permit requirements.

S-30.4 QUANTITY AND PAYMENT

Payment for the supply, assembly, and installation of Refractor Globe Light Fixtures on 14' High Fluted Poles, shall be per unit assembled and installed at the price bid in the proposal, and shall include all materials, labor, supplies, cleanup, permitting, inspections, and debris disposal.

ARTICLE S-31 **REFRACTOR GLOBE LIGHT FIXTURE ON 12' HIGH FLUTED POLE (ITEM #17)**

S-31.1 DESCRIPTION

This item shall include all necessary labor, materials, excavation, backfilling, disposal of all excess material, and supplies to supply, assemble, and install refractor globe light fixtures on 12' high fluted poles, as shown on the plans, and where directed by the Township, in accordance with details and manufacturers specifications, and in accordance with all applicable building codes and permits.

S-31.2 MATERIALS

Refractor Globe Light Fixture on 14' high fluted pole shall be Phillips-Hadco C12234E Luminaire with logo cage assembly and CP12234B fluted 12' pole, as shown

on the plans and details, as distributed by Dave Murphy & Associates, 114 Essex Street Suite 200, Rochelle Park, NJ 07662, or approved equal.

S-31.3 METHODS OF CONSTRUCTION

Assemble and install light fixtures and poles in conformance with plans, details, manufacturers specifications, and in accordance with all applicable codes and permit requirements.

S-31.4 QUANTITY AND PAYMENT

Payment for the supply, assembly, and installation of Refractor Globe Light Fixtures on 12' High Fluted Poles, shall be per unit assembled and installed at the price bid in the proposal, and shall include all materials, labor, supplies, cleanup, permitting, inspections, and debris disposal.

ARTICLE S-32 **BUILDING MOUNTED REFRACTOR GLOBE LIGHT FIXTURE**
(ITEM #18)

S-32.1 DESCRIPTION

This item shall include all necessary labor, materials, excavation, backfilling, disposal of all excess material, and supplies to supply, assemble, and install a building mounted refractor globe light fixtures, as shown on the plans and where directed by the Township, in accordance with details, manufacturers specifications, and in accordance with all applicable building codes and permits.

S-32.2 MATERIALS

Building Mounted Refractor Globe Light Fixture shall be Phillips-Hadco C12234E Luminaire with logo cage assembly and CA12234B wall bracket, as shown on the plans and details, as distributed by Dave Murphy & Associates, 114 Essex Street Suite 200, Rochelle Park, NJ 07662, or approved equal.

S-32.3 METHODS OF CONSTRUCTION

Assemble and install light fixtures and wall bracket in conformance with plans, details, manufacturers specifications, and in accordance with all applicable codes and permit requirements.

S-32.4 QUANTITY AND PAYMENT

Payment for the supply, assembly, and installation of the Building Mounted Refractor Globe Light Fixtures, shall be per unit assembled and installed at the price bid in the proposal, and shall include all materials, labor, supplies, cleanup, permitting, inspections, and debris disposal.

ARTICLE S-33 **SITE LIGHTING INSTALLATION (ITEM #19)**

S-33.1 DESCRIPTION

This item shall include all necessary labor, materials, equipment, supplies, and excavation to furnish and install the site lighting conduit, footings, and wiring as shown on the plans, and in accordance with details, specifications, and in accordance with all building codes and permitting and inspection requirements. **This item does not include the supplying or installation of the light poles and fixtures, which are part items 16-18.**

S-33.2 MATERIALS

The materials stipulated as a guide are intended for the purpose of these specifications to include the phrase “or approved equal”.

Electrical Conduit in trench must be 1”, schedule 40 PVC . Sweeps must have 24” large radiuses.

Reinforcement steel shall be as noted on the details.

Bolts, washers, and nuts must be galvanized or rust proof.

Concrete footings shall be a minimum of 3500 PSI concrete.

Ground rod, if needed, shall be 5/8” x 8’ length.

S-33.3 METHODS OF CONSTRUCTION

Site lighting conduit is to be installed as per the plan and in accordance with details, specifications, and shall conform to all applicable standards, codes, and laws.

Site lighting footings are to be installed as per the plan and in accordance with specifications, and shall conform to all applicable standards, codes, and laws.

Conduit Trench must be a minimum of 6” wide and 30” deep.

6” of clean sand shall be placed below and above the conduit.

If necessary, ground rod must project 2” above level of the footing base.

S-33.4 QUANTITY AND PAYMENT

Payment for the site lighting installation shall be on a lump sum basis as given in the proposal, complete and in place, and shall include all necessary labor, equipment, materials, supplies, excavation, backfilling, and disposal of excess material.

ARTICLE S-34 **48" SQUARE ADA TABLES W/3 SEATS (ITEM #20)**

S-34.1 DESCRIPTION

This item shall include all necessary labor, materials, excavation, backfilling, disposal of all excess material, and supplies to supply, assemble, and install 48" Square ADA powder coated steel tables with 3 seats, embedded mount, as shown on the plans and where directed by the Township, in accordance with details and manufacturers specifications.

S-34.2 MATERIALS

48" Square ADA powder coated steel tables shall be shall be Victor Stanley Steel Sites CRPR-3, embedded mount, as distributed by Ben Shaffer & Associates, Inc., 732-840-1060, or approved equal.

S-34.3 METHODS OF CONSTRUCTION

Assemble and install tables in conformance with plans, details, and manufacturers specifications.

S-34.4 QUANTITY AND PAYMENT

Payment for the supply, assembly, and installation of 48" Square ADA Tables w/3 seats shall be per unit assembled and installed at the price bid in the proposal, and shall include all materials, labor, supplies, cleanup, and disposal.

ARTICLE S-35 **48" SQUARE ADA TABLES W/4 SEATS (ITEM #21)**

S-35.1 DESCRIPTION

This item shall include all necessary labor, materials, excavation, backfilling, disposal of all excess material, and supplies to supply, assemble, and install 48" Square ADA powder coated steel tables with 4 seats, embedded mount, as shown on the plans and where directed by the Township, in accordance with details and manufacturers specifications.

S-35.2 MATERIALS

48" Square ADA powder coated steel tables shall be shall be Victor Stanley Steel Sites CRPR-4, embedded mount, as distributed by Ben Shaffer & Associates, Inc., 732-840-1060, or approved equal.

S-35.3 METHODS OF CONSTRUCTION

Assemble and install tables in conformance with plans, details, and manufacturers specifications.

S-35.4 QUANTITY AND PAYMENT

Payment for the supply, assembly, and installation of 48” Square ADA Tables w/3 seats shall be per unit assembled and installed at the price bid in the proposal, and shall include all materials, labor, supplies, cleanup, and disposal.

ARTICLE S-36 **6’ POWDER COATED STEEL BENCH (ITEM #22)**

S-36.1 DESCRIPTION

This item shall include all necessary labor, materials, excavation, backfilling, disposal of all excess material, and supplies to supply, assemble, and install 6’ powder coated steel benches, as shown on the plans and where directed by the Township, in accordance with details and manufacturers specifications.

S-36.2 MATERIALS

6’ powder coated steel benches shall be Victor Stanley Steel Sites RB-26 benches, as distributed by Ben Shaffer & Associates, Inc., 732-840-1060, or approved equal.

S-36.3 METHODS OF CONSTRUCTION

Assemble and install 6’ benches in conformance with plans, details, and manufacturers specifications. Benches shall be secured to concrete slabs with approved anchor bolts. Benches in paver areas shall be secured to 24” x 30” x 6” thick concrete anchor blocks installed beneath pavers.

S-36.4 QUANTITY AND PAYMENT

Payment for the supply, assembly, and installation of 6’ Powder Coated Steel Benches shall be per unit assembled and installed at the price bid in the proposal, and shall include all materials, labor, supplies, cleanup, and disposal.

ARTICLE S-37 **POWDER COATED LITTER RECEPTACLE (ITEM #23)**

S-37.1 DESCRIPTION

This item shall include all necessary labor, materials, excavation, backfilling, disposal of all excess material, and supplies to supply, assemble, and install 36 gallon powder coated steel litter receptacle, as shown on the plans and where directed by the Township, in accordance with details and manufacturers specifications.

S-37.2 MATERIALS

Litter receptacle shall be Victor Stanley Steel Sites RB-36 litter receptacle, with split half-moon liners and dual flow divider lid with custom recycle and trash decals, as distributed by Ben Shaffer & Associates, Inc., 732-840-1060, or approved equal.

S-37.3 METHODS OF CONSTRUCTION

Assemble and install litter receptacles in conformance with plans, details, and manufacturers specifications.

S-37.4 QUANTITY AND PAYMENT

Payment for the supply, assembly, and installation of powder coated litter receptacles shall be per unit assembled and installed at the price bid in the proposal, and shall include all materials, labor, supplies, cleanup, and disposal.

ARTICLE S-38 **BICYCLE RACK LOOPS (ITEM #24)**

S-38.1 DESCRIPTION

This item shall include all necessary labor, materials, excavation, backfilling, disposal of all excess material, and supplies to supply and install bicycle rack loops, as shown on the plans, and where directed by the Township, in accordance with details and manufacturers specifications.

S-38.2 MATERIALS

Bicycle rack loops shall be Veer Rack, 1-7/8" black powder coated in-ground mount loops, distributed by The Park Catalog, or approved equal.

S-38.3 METHODS OF CONSTRUCTION

Install bicycle rack loops in conformance with plans, details, and manufacturers specifications.

S-38.4 QUANTITY AND PAYMENT

Payment for the supply and installation of bicycle rack loops shall be per unit supplied and installed at the price bid in the proposal, and shall include all materials, labor, supplies, cleanup, and disposal. The concrete slab is not part of this pay item.

ARTICLE S-39 **LANDSCAPING (ITEMS #25)**

S-39.1 DESCRIPTION

- A. The extent of tree, shrub, and perennial planting work is shown on drawings, and in schedules.

- B. Work Included: The work of this Section includes providing and installing all plant material, bed preparation, root and or stone mulch, weed barriers, edging, and all work necessary, as indicated on the drawings or specified herein, or both, necessary for completion of all landscape planting/beds. **The Contractor shall provide all topsoil**, and it shall be tested, and if necessary, shall be made to conform to the pH and acidity range and percentage of organic matter as specified herein.

- C. The Contractor shall be liable for any damages to property caused by planting operations and shall, at his own expense, restore all disturbed or damaged areas to their original condition.

- D. Plant materials shall be free of damage as the result of handling and transportation.

- E. Balls of trees shall be in one solid piece properly shaped and shall be at least as large as the ball size recommended by the American Association of Nurserymen.

S-39.2 QUALITY ASSURANCE

A. Standards

“Standardized Plant Names,” 1942 Edition
American Joint Committee of Horticultural Nomenclature.

ANSI Z60.1 - 1986 “American Standard for Nursery Stock” by
American Association of Nurserymen.

Plant material shall have a habit of growth that is normal for the species and that equals or exceeds the measurements specified in the plant list, which are the minimum acceptable sizes. Provide trees, shrubs and plants of quantity, size, genus, species and variety shown and scheduled for landscape work and complying with recommendations and requirements of ANSI Z60.1 “American Standard for Nursery Stock” .Provide healthy, vigorous stock, grown in recognized nursery in accordance with good horticultural practice and free of disease, insects, eggs, larvae and defects such as Knots, sun-scald, injuries, abrasions or disfigurement. They shall be measured before pruning with branches in normal position. Any necessary pruning shall be done at the time of planting under direction of the Landscape Architect. Requirements for measurements, branching, grading, quality, balling and burlapping of plants in the plant list shall follow the code of standard currently recommended by the American Association of Nurserymen, Inc., the American Standard for Nursery Stock. Plants

that meet the requirements specified, but do not have the normal balance of height and spread typical for the respective plant, shall not be accepted.

B. Inspections and Selection of Plant Material

1. The plant material shall be located by the Contractor from sources within the local area. At the direction of the Landscape Architect, the Contractor shall proceed as follows:

When all plant material has been selected by the Contractor, the Landscape Architect will make his inspection upon 72 hours notice. The Contractor shall have located sufficient alternative choices to prevent loss of time in the event that some plant fails to meet with the approval of the Landscape Architect.

The Contractor or a member of his firm shall be present when the Landscape Architect inspects the plant material at the nursery.

Trees selected should be well matched as to height, spread, and general conformation. All trees must be approved and tagged by the Landscape Architect in the field before digging. Trees delivered without tags will be rejected.

Label each tree and shrub with securely attached waterproof tag bearing legible designation of botanical and common name.

2. Substitution: Substitutions will be permitted only upon submission of proof that any plant is not obtainable and written authorization by the Landscape Architect for the use of the nearest equivalent obtainable; size and variety of the plant having the same essential characteristics with an equitable adjustment of contract price. Should the Landscape Architect deem it appropriate and substitute plant material other than that specified, it shall be accomplished as long as the price of the substituted item does not exceed the bid item being replaced.

3. Plant material is to be delivered to the site in quantities and at dates established in consultation with the Landscape Architect in order that the Landscape Architect shall have a minimum of a full day's work in supervising placement of material.

C. Delivery, Storage, and Handling

1. Balled and Burlapped Plants: Plants designated "B & B" in the plant list shall be balled and burlapped. They shall be dug with firm natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Balls shall be firmly wrapped with burlap of similar materials and bound with twine, or wire mesh. All collected plants shall be balled and burlapped. Do not bend or bind-tie trees or shrubs in such a manner as to damage bark, break branches, or destroy the natural shape. Provide protective covering during delivery.

2. Container Grown Plants: Plants grown in containers will be accepted as "B & B" providing that the plant has been growing in the container for one full growing season prior to delivery. Do not remove container grown stock from containers until planting time.

3. Protection After Delivery: Plants which cannot be planted immediately on delivery to the site shall be covered with moist soil, mulch, or other protection from the drying of wind and sun. All plants shall be watered as necessary until planted.

4. Protection: Trees moved by winch or crane shall be thoroughly protected from chain marks, girdling, or bark slippage by means of burlap, wood battens, or other approved method.

S-39.3 SUBMITTALS

A. Certified analysis of a recognized laboratory shall be submitted for topsoil; analysis shall be made to determine compliance with requirements for topsoil as hereinafter specified under Topsoil section. The costs of the tests shall be borne by the Contractor. Reports of the tests shall be submitted to the Landscape Architect in writing.

B. Furnish in duplicate copies of invoices for all fertilizer used on the project.

C. Planting Schedule: Submit proposed planting schedule, indicating dates for each type of landscape work during normal seasons for such work in area of site. Revised dates only as approved in writing, after documentation of reasons for delays.

S-39.4 MATERIALS

A. Topsoil shall be a natural fertile agricultural soil capable of sustaining vigorous plant growth. It shall not be excessively acid or alkaline nor contain toxic substance which may be harmful to plant growth. It shall be of uniform composition throughout without a mixture of subsoil; shall be free of stones, clay, lumps, wood, concrete, plants, or their roots and similar substances. It shall contain not less than 6% organic matter and shall have a soil reaction range of pH 5.0 to 6.8 . Analysis of topsoil will be required as specified in Article S-29.3

B. Topsoil which does not meet the specifications will be required to be removed from the job site immediately.

1. The topsoil mixture materials shall be thoroughly mixed by hand or rotary mixer to the satisfaction of the Landscape Architect.

2. Deciduous Plants: Topsoil mixture for backfilling planted areas shall consist of four parts by volume of topsoil thoroughly mixed with 1 part of cow manure, or stable manure, and 5 pounds of bone meal per cubic yard.

3. Evergreen Plants: Topsoil mixture for backfilling planted areas shall consist of three parts by volume of topsoil thoroughly mixed with 1 part of peat moss or humus.

C. Peat Humus: FS Q-P-166 decomposed peat with no identifiable fibers and with ph range suitable for intended use.

D. Double Shredded Black Root Mulch: Shall have no leaves, young green growth, wood shavings, sawdust, or foreign materials of any nature mixed with the mulch. Samples shall be submitted to the Landscape Architect for approval before purchase or delivery.

E. Pre-Emergent Weed Killer: Shall be treflan or approved equal and applied as per manufacturer's specifications by a Contractor licensed in the application of chemicals.

F. Commercial Fertilizer: Time released packets shall be a complete fertilizer, part of the elements of which are derived from organic sources. It shall be delivered to the site in the original unopened packages each bearing the manufacturer's guaranteed analysis and installation instructions.

G. For lawns, provide fertilizer with percentage of nitrogen required to provide not less than 1 lb. of actual nitrogen per 1000 sq. ft. of lawn area and not less than 4% phosphoric acid and 2% potassium. Provide nitrogen in a form that will be available to lawn during initial period of growth; at least 50% of nitrogen to be organic form.

H. Anti-Desiccant Spray: Shall be an emulsion which provides a protective film over plant surfaces, permeable enough to permit transpiration. The Anti-desiccant shall be delivered in manufacturer's containers and shall be mixed according to manufacturer's directions.

I. Water: Shall be furnished by the Contractor until the maintenance phase and will be suitable for irrigation and free from ingredients harmful to plant life. Hose and other watering equipment shall be furnished by the Contractor.

J. Guying, Staking, and Wrapping Materials

1. Tree Guy material shall be ArborTie green for trees under 6" caliper as manufactured by Deeproot or approved equal.

2. Stakes for vertical staking/guying shall be white cedar milled 2 inches diameter. Stakes for guying trees 3 inch caliper or less, shall be of 2"x2"x72", one end pointed.

3. Stone shall be 2"-3" Delaware River Stone.

4. Weed fabric shall be approved for such use,
5. Aluminum edging shall be Sure-lock aluminum edging, 3/16" x 4" x 16', in anodized black color, or approved equal.

S-39.5 PLANT MATERIALS

- A. Quality: Provide trees, shrubs, and other plants of quantity, size, genus, species, and variety shown and scheduled for landscape work and complying with recommendations and requirements of ANSI Z60.1 "American Standard for Nursery Stock".
- B. All plants shall be freshly dug and neither heeled-in plants nor plants from cold storage will be accepted. Balled and burlapped plants shall come from soil which will hold a firm ball.
- C. Deciduous Trees: Provide trees of height and caliper scheduled or shown and with branching configuration recommended by ANSI Z60.1 for type and species required. Provide single stem trees except where special forms are shown or listed.
- D. Deciduous Shrubs: Provide shrubs of the height shown or listed and with not less than minimum number of canes required by ANSI Z60.1 for type and height of shrub required.
- E. Coniferous and Broadleaf Evergreens: Provide evergreens of sizes shown or listed. Dimensions indicate minimum spread for spreading and semi-spreading type evergreens and height for other types, such as globe, dwarf, cone, pyramidal, broad upright, and columnar. Provide normal quality evergreens with well-balanced form complying with requirements for other size relationships to the primary dimension shown.
- F. Ground Cover: Provide plants established and well rooted in removable containers or integral peat pots with not less than minimum number and length of runners required by ANSI Z60.1 for the pot size shown or listed.
- G. Container Grown Plants: Container grown plants may be supplied in lieu of balled and burlapped plants if all other specified requirements are met. These plants shall have been grown in the container for a minimum of one full growing season and a maximum of two years and when delivered, shall have sufficient root growth to hold earth intact when removed from container. They shall not be root bound. Remove container in a way to prevent damage to plant or root system.

S-39.6 EXECUTION

- A. Planting Operations
 1. The Landscape Architect shall be notified 75 hours in advance of the delivery of any plant material to the site. Delivery slips covering all plant material transported to the site shall be furnished to the Landscape Architect.

2. Following the signing of the Contract and prior to the commencement of planting, the Contractor shall contact the Landscape Architect to work out a schedule of planting dates.

3. Plant pits shall not be pre-dug. The location of plants, as shown on the drawings is intended only as a guide. Plants shall be delivered to the site and set on the ground in the location shown. The Landscape Architect shall then determine the specific location of each plant.

B. Prior to any digging, the Contractor shall ascertain the location of all utilities in the areas including tanks or other subsurface encumbrances within the contract limit line. Precautions must be taken not to disturb or damage these items. In the event of a conflict with planting, the Contractor shall notify the Landscape Architect.

C. Preparation of Planting Soils

1. Before mixing, clean topsoil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful or toxic to plant growth.

2. Contractor shall prepare soil mixture using 2 parts topsoil to 1 part peat moss (by volume, shovels, scoops, etc.) for all plantings.

3. Use timed release fertilizer packets for all trees and shrubs as per planting details, making sure the packets do not come in direct contact with rootball. Use the following schedule for number of packets:

Deciduous trees: less than 1" cal.	2 packets
1" to 4" cal.	3 packets
Evergreen Trees: less than 3' high	2 packets
3' to 7' high	3 packets
7' and greater	1 packet/2' hgt
Shrubs: less than 2' high	1 packet
2' to 4' high	2 packets
4' and greater	3 packets

D. Preparation of Planting Beds:

1. Loosen subgrade of planting bed areas to a minimum depth of 6" using a rototiller or similar equipment. Remove stones over 1-1/2" in any dimension, and sticks, stones, rubbish and other extraneous matter.

2. Spread planting soil mixture to minimum depth required to meet lines, grades and elevations shown, after light rolling and natural settlement. Place approximately 1/2 of total amount of planting soil required. Work into top of loosened

subgrade to create a transition layer, then place remainder of the planting soil. All planting beds shall be bermed slightly.

E. Excavation for Trees and Shrubs:

1. Excavate pits, beds, and trenches with vertical sides and with bottom of excavation slightly raised at center to provide proper drainage. Loosen hard subsoil in bottom of excavation.

2. For bare root trees and shrubs, make excavations at least 1'-0" wider than root spread and deep enough to allow for setting of roots on a layer of compacted backfill and with collar set at same grade as in nursery, but 1" below finished grade at site.

3. For balled and burlapped (B&B) trees and shrubs, make excavations at least half again as wide as the ball diameter and equal to the ball depth, plus following allowance for setting of ball on a layer of compacted backfill.

4. For container grown stock, excavate as specified for balled and burlapped stock, adjusted to size of container width and depth.

5. Dispose of subsoil removed from planting excavations. Do not mix with planting soil or use as backfill.

6. Fill excavations for trees and shrubs with water and allow to percolate out before planting.

S-39.7 PLANTING

A. Planting Trees and Shrubs

1. Set balled and burlapped (B&B) stock on layer of compacted planting soil mixture, plumb and in center of pit or trench with top of ball at same elevation as adjacent finished landscape grades. Remove burlap from top third of balls. When set, place additional backfill around base and sides of ball, and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3-full, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing final layer of backfill.

2. Set bare root stock on cushion of planting soil mixture. Spread roots and carefully work backfill around roots by hand and puddle with water until backfill layers are completely saturated. Plumb before backfilling and maintain plumb while working backfill around roots and placing layers of soil mixture above roots. Set collar 1" below adjacent finish landscape grades. Spread out roots without tangling or turning up to surface. Cut injured roots clean; do not break.

3. Set container grown stock as specified for balled burlapped stock, except cut cans on 2 sides with an approved can cutter; remove bottoms of wooden boxes after partial backfilling so as not to damage root balls.

B. To the topsoil used in the backfilling of tree holes and shrub beds, there shall be added, as the progress of work permits, manure or peat moss as herein before specified, ground limestone if soil tests indicates it is needed and commercial fertilizer at the rate of three (3) pounds for trees up to 3 inch caliper, one (1) pound per 1 inch caliper for larger trees. The manure, peat, limestone and fertilizer shall be incorporated thoroughly with the topsoil, care being taken that the manure does not come into immediate contact with the roots.

C. Dish top of backfill to allow for mulching.

D. Prior to top-dressing, all planted areas shall be treated with pre-emergent weed killer.

E. Mulch pits, trenches, and planted areas. Provide not less than following thickness of mulch and work into top of backfill and finish level with adjacent finish grades.

1. Provide 4" thickness of Root Mulch at trees.

2. Provide 3" thickness of Root Mulch at shrubs and ground covers.

F. For ground cover planting, space plants as shown on schedule; dig holes large enough to allow for spreading of roots, apply fertilizer at a rate of one (1) pound per twenty (20) square feet, backfill with planting soil. Work soil around roots to eliminate air pockets and leave a slight saucer indentation around plant to hold water. Water after planting and mulch as specified.

G. Pruning shall be carefully done in accordance with each plant species requirement and/or as directed by the Landscape Architect. Pruning shall not exceed 1/3 of last season's growth, and care shall be exercised to preserve the natural appearance of the plant material. Any pruning of branches of 1 inch diameter or more, shall be treated with an approved tree paint. If deciduous trees or shrubs are moved in full leaf, spray with anti-desiccant at nursery before moving and again 2 weeks after planting.

H. All trees and shrubs shall be sprayed with anti-desiccant material immediately after pruning.

I. After pruning, All trees and shrubs shall be sprayed with insecticide and fungicide.

J. Wrap tree trunks of 2 inch caliper and larger. Start at ground and cover trunk to height of first branches and securely attach. Inspect tree trunks for injury,

improper pruning, and insect infestation and take corrective measures before wrapping.

K. As indicated in the Drawings, trees shall be guyed immediately after planting. Wrapping material shall be wound spirally from the ground line of the trunk to the first branch with 50% overlap. The wrapping shall be tied at not less than five places including the bottom, middle, and top. The wrapping shall be done as soon as practicable after planting, but not before the conditions of the trunks of the trees has been inspected and approved by the Landscape Architect.

S-39.8 MAINTENANCE

- A. Begin maintenance immediately after planting.
- B. Maintain trees, shrubs, and other plants until expiration of maintenance bond period, but in no case less than following period:
 - 1. 1 year after completion of planting.
- C. Maintain trees, shrubs, and other plants by pruning, cultivating, and weeding as required for healthy growth. Restore planting saucers. Tighten and repair stake and guy supports and reset trees and shrubs to proper grades or vertical position as required. Restore or replace damaged wrappings. Spray as required to keep trees and shrubs free of insects and disease.
- D. Maintenance to be performed by the Contractor shall include watering of plant material at least once monthly from June 15th to September 15th, cultivation, weeding, seasonal spraying, pruning of plant material, and adjusting of stakes, guys, and wrapping, repairs of minor washouts and gullies, and other horticultural operations necessary for the proper growth of all plants.

S-39.9 QUANTITY AND PAYMENT

Payment for the Landscaping shall be on a Lump Sum basis, at the price bid in the proposal for each unit, and shall include all necessary labor, materials, machinery, supplies, and all else necessary therefore and incidental thereto presenting upon completion of the project the landscaping, in accordance with plans, schedules, details, and specifications.

ARTICLE S-40 TOPSOIL, FERTILIZE, SEED, AND MULCH (ITEM #26)

S-40.1 DESCRIPTION

This item shall include redistribution and installation of all topsoil (4" thick), fertilizer, lime, seed, and mulch to restore all disturbed lawn areas as shown on the plans and where directed by the Landscape Architect, in accordance with specifications.

S-40.2 MATERIALS

Fertilizer - 10-20-15 Commercial designation.

Lime - pelletized or liquid

Seed - Rebel II tall fescue blend as manufactured by Lofts Inc. of Somerset, N.J. or approved equal.

Mulch – Weed Free Straw

Seed Establishment Blankets – Shall be single-net straw erosion blanket, 100% biodegradable, as manufactured by the Miller Seed Company or approved equal.

Topsoil for lawn repair shall be replaced from stripped and stockpiled soil on site, or amended, to a depth of at least 4 inches if not enough topsoil is present. It is anticipated that an additional 100 cubic yards of topsoil may be required for the project.

Topsoil shall be a natural fertile agricultural soil capable of sustaining vigorous plant growth. It shall not be excessively acid or alkaline nor contain toxic substance which may be harmful to plant growth. It shall be of uniform in composition throughout without a mixture of subsoil; shall be free of stones, clay, lumps, wood, concrete, plants or their roots and similar substances. It shall contain not less than 6% organic matter and shall have a soil reaction range of ph 5.0 to 6.8. Samples will be taken, by the Township, from the delivered topsoil and tested for compliance to specifications. Topsoil that does not meet the specifications will be required to be removed from the job site immediately.

S-40.3 METHODS OF CONSTRUCTION

The work of topsoiling, fertilizing, liming, seeding, and mulching shall include the installation of topsoil, shaping, dressing, and preparation of all designated land areas to the lines and grades shown on the plans, and the planting of seed thereon and all authorized disturbed areas resulting from authorized construction under this contract and within the construction limits shown on the plans.

All seed mixtures, fertilizers, lime, and other materials shall be applied with seeding equipment approved by the Landscape Architect and in accordance with good nursery practice.

At the time designated by the Landscape Architect, the disturbed land areas shall be fine graded and shaped to the grades and lines shown on the plans using the stockpiled topsoil as necessary, to a depth of at least 4" inches. All said areas shall be raked to remove large stones and debris and then limed, fertilized, seeded, and mulched according to the following application rates.

- | | | |
|----|------------|-----------------------|
| a. | Fertilizer | 5 lbs. per 1000 S.F. |
| b. | Seed | 6 lbs. per 1000 S.F. |
| c. | Lime | 50 lbs. per 1000 S.F. |

- d. Mulch 100 lbs. per 1000 S.F.

The contractor shall at all times insure that all disturbed areas will be kept to a minimum.

All seeding shall be in accordance with good nursery practice and shall be performed by a competent nurseryman acceptable to the Landscape Architect. Mulch shall be weed free straw, applied so as to cover the soil completely and secured with an approved tackifier. All sloped areas 4-1 or greater shall be seeded and protected using seed establishment blankets as specified.

S-40.4 QUANTITY AND PAYMENT

The quantity of topsoil, fertilize, lime, seed, and mulch for which payment will be made, will be the surface area on the plans and specifications and as authorized and measured, in square yards, by the Township.

Payment for topsoil, fertilizer, lime, seed, and mulch shall be per square yard, at the price bid in the proposal, and shall include all distribution, fine grading, dressing, shaping, raking, materials, labor, equipment, and all else necessary therefore and incidental thereto.

ARTICLE S-41 STRIPING, SIGNS, AND TIRE STOPS (ITEMS #27)

S-41.1 DESCRIPTION

This item shall consist of applying 4” solid white line, and 4” solid blue line, pavement markings/stripping to the new parking areas as shown, removal of old striping in the existing parking area as necessary, concrete tire stops, and installing handicap parking and traffic signs as shown on the plans and details for the entire project.

S-41.2 MATERIALS

Pavement markings shall be composed of pure drying alkyd, chlorinated rubber and chlorinated paraffin with the appropriate pigments, stabilizers, and flow control agents. Paint shall comply with New Jersey Department of Transportation Standard Specifications, 2007 Edition, as amended. The paint shall dry to no-pick-up in not more than five (5) minutes for white paint or six (6) minutes for blue paint. A minimum wet film thickness of .015 mils shall be applied.

Signs to be installed are shown on the plans and details.

Handicap Sign bollards shall be 4” concrete filled galvanized steel pipe, painted same color as handicap parking striping.

Rubber tire stops shall be 6' wide, by 6" deep, and a minimum of 4" high. Tire stops shall be installed as per the plan and manufacturers specifications.

S-41.3 METHOD OF CONSTRUCTION

Installation of all traffic control measures, striping, concrete tire stops, and signs shall be in accordance with the N.J.D.O.T. Standard Specifications, 2007, as amended, and as shown on the plans and construction detail sheets.

S-41.4 QUANTITY AND PAYMENT

Payment for parking area striping, concrete tire stops, and signs shall be on a lump sum basis, installed at the price bid in the proposal, and shall include all necessary labor, equipment, materials, hardware, signs, bollard pipe, and posts.

ARTICLE S-42 **MODIFY EXISTING 6' HIGH, CHAIN LINK FENCE AND ADD DOUBLE 12.5' ACCESS GATES (ITEM #28)**

S-42.1 DESCRIPTION

This item shall include all necessary labor, materials and supplies to modify existing 6' high, black vinyl coated chain link fence, and add double 12.5' access gates as shown on the plans and as directed by the Township Landscape Architect, in accordance with details and specifications.

S-42.2 MATERIALS

6' High chain link fence access gates shall consist of 6' high x 12.5' wide, welded gate frames with black vinyl coated mesh to match existing fencing, and as shown on the plans. Shop drawings shall be provided for approval.

A. Black vinyl coated steel chain link fabric, shall be a two (2) inch square mesh woven of eight (8) finished gauge permafused wire, knuckled selvage top and bottom, one piece top to bottom. The core wires shall be uniformly galvanized with zinc metal in accordance with ASTM A-641-71a. The galvanized wire shall then be coated with a seven (7) mil coating of PVC applied by the fusion method over a thermoset plastic bonding agent. The bond shall exhibit equal or greater strength than the cohesive strength of the vinyl. All cut ends shall be coated with vinyl at the factory during the weaving process. The minimum breaking strength shall be 1,290 pounds for eight (8) gauge as per ASTM F668, Class 2.

B. Gate frames shall be constructed of 2" O.D., schedule 40, black powder coated hot dipped galvanized steel pipe.

C. Gate posts shall be constructed of 6" O.D. schedule 40, black powder coated hot dipped galvanized steel pipe.

D. Ties to be constructed of black vinyl coated aluminum or galvanized wire every foot of fabric height on line posts and 2 feet apart along rails and braces.

E. Fittings are to be provided for all post tops and junctions for attaching fabric, rails, braces, etc., where necessary. They shall be constructed of black powder coated hot dipped galvanized steel.

F. Gate components are to be provided for all gates/gate posts, as necessary. They shall be constructed of black powder coated hot dipped galvanized steel.

G. All posts, rails, gates, and component parts shall have black powder coating.

H. Privacy screen slats shall be pvc, top lock privacy screen slats.

S-42.3 QUANTITY AND PAYMENT

Payment for modification of existing 6' high, black vinyl coated chain link fence, and adding double 12.5' access gates shall be on a lump sum basis, at the price bid in the Proposal, and shall include all necessary labor, materials, supplies, shop drawings, and any necessary backfilling and disposal.

ARTICLE S-43 **6' HIGH, BLACK CHAIN LINK DUMPSTER ENCLOSURE FENCE W/PVC PRIVACY SLATS AND GATES (ITEM #29)**

S-43.1 DESCRIPTION

This item shall include all necessary labor, materials and supplies to supply and install, 6' high, black vinyl coated chain link dumpster enclosure fence with privacy slats and gates, as shown on the plans and as directed by the Township Landscape Architect, in accordance with details and specifications.

S-43.2 MATERIALS

6' High chain link dumpster enclosure fencing shall consist of 60 L.F., as shown on the plans.

A. Black vinyl coated steel chain link fabric, shall be a two (2) inch square mesh woven of eight (8) finished gauge permafused wire, knuckled selvage top and bottom, one piece top to bottom. The core wires shall be uniformly galvanized with zinc metal in accordance with ASTM A-641-71a. The galvanized wire shall then be coated with a seven (7) mil coating of PVC applied by the fusion method over a thermoset plastic bonding agent. The bond shall exhibit equal or greater strength than the cohesive strength of the vinyl. All cut ends shall be coated with vinyl at the factory during the weaving process. The minimum breaking strength shall be 1,290 pounds for eight (8) gauge as per ASTM F668, Class 2.

B. End, man gate, and corner posts to be constructed of 2 ½" O.D., and line posts to be constructed of 2" O.D. schedule 40, black powder coated hot dipped galvanized steel pipe. Dumpster access gate posts shall be 6" O.D. schedule 40, powder coated galvanized steel pipe.

C. Top, and bottom rails to be constructed of 1 5/8" O.D. black vinyl coated hot dipped galvanized steel pipe with a structural weight of 2.27 lbs. per ln. ft..

D. Ties to be constructed of black vinyl coated aluminum or galvanized wire every foot of fabric height on line posts and 2 feet apart along rails and braces.

E. Fittings are to be provided for all post tops and junctions for attaching fabric, rails, braces, etc., where necessary. They shall be constructed of black vinyl coated hot dipped galvanized steel.

F. All posts, rails, and component parts shall have black vinyl coatings of ten (10) to fifteen (15) mils thick.

G. Screen slats shall be black pvc, top lock, privacy slats.

S-43.3 QUANTITY AND PAYMENT

Payment shall be per lineal foot of 6' high, black vinyl coated chain link dumpster enclosure fence with privacy slats and gates, as measured in place, at the price bid in the Proposal, and shall include all necessary labor, materials, gates, shop drawings, supplies, and any necessary backfilling and disposal.

ARTICLE S-44 6" DIAMETER CONCRETE FILLED BOLLARDS WITH PVC COVERS (ITEM #30)

S-44.1 DESCRIPTION

This item shall include all necessary labor, materials and supplies to supply and install, 6" Diameter Concrete Filled Bollards with PVC Covers, as shown on the plans and as directed by the Township Landscape Architect, in accordance with details and specifications.

S-44.2 MATERIALS

6" bollards to be constructed of 6" O.D., schedule 40, hot dipped galvanized steel pipe.

PVC bollard cover shall be 7"x 52" HDPE bollard covers in safety yellow.

S-44.3 QUANTITY AND PAYMENT

Payment shall be per unit of 6” Diameter Concrete Filled Bollard with PVC Cover installed, at the price bid in the Proposal, and shall include all necessary labor, materials, supplies, and any necessary backfilling and disposal.

ARTICLE S-45 **FRONT HANDICAP RAMP, ENTRANCE STEPS, AND LANDING**
(ALTERNATE ITEM #31A)

S-45.1 DESCRIPTION

This item shall include all necessary labor, materials, and supplies to install Front Handicap Ramp, Entrance Steps, and Landing, as shown on the plans and details, in accordance with building permit requirements and inspections, and as called for in the specifications, complete in place.

S-45.2 MATERIALS

Step treads and wall caps shall be 2” thick by 12” wide limestone.

Concrete block shall be as per plans and details.

Concrete ramps, walks, and landings shall be 4,500 psi concrete.

42” High ornamental aluminum railing shall be B-1 railing design with ring valance, as manufactured by Clem’s Ornamental Iron Works, 110 Eleventh Street, Piscataway, NJ. Telephone: 732-968-7200; Fax: 732-968-0105; email: sales@clemsironworks.com, or approved equal. The railing shall be black in color. A color sample shall be provided by the contractor, as well as shop drawings, which need to be approved prior to manufacturing.

A. PART 1: GENERAL SPECIFICATIONS

1.01 Work Includes:

A. Furnish pre-engineered aluminum railing and /or fencing system

B. System options include:

1. Nine standard top rail styles
2. Sixteen standard picket styles
3. Four standard channel styles
4. Five mount options

1.02 Reference Standards

A. IBC 2003, International Building Code/IRC 2003 International Residential Code*

B. ASTM, American Society of Testing and Materials

C. ADA, Americans Disabilities Act

- D. NAAMM, National Association of Architectural Manufacturers
- E. NOMMA, National Ornamental Miscellaneous Metal Association

1.03 Submittals

- A. Provide shop drawings and product data under provisions of section (01300)
- B. Indicate scope of project, component details, materials, finish, connection and joining methods, and relationship to adjoining work

1.04 Quality Assurance

- A. Railing systems based upon *Clem's Ornamental Iron Works* product as a standard of quality
- B. Design criteria: railing assemblies including top rail, channel, pickets, posts and connections) shall be designed to conform to National Building Codes* and load requirements

1.05 Delivery, Storage and Handling

- A. Properly protected materials against damage to finished surfaces
- B. Deliver materials to job site in good condition
- C. Keep on site handling to a minimum -- exercise care to avoid damage to finish

B. PART 2: PRODUCT SPECIFICATIONS

2.01 Manufacturer: Clems Ornamental Iron Works, 110 Eleventh St., Piscataway, NJ 08854

2.02 Materials

- A. Extrusions to be 6063-T5 or T6, 6061-T6 or 6005-T5 alloy aluminum
- B. Fasteners to be zinc plated or stainless steel

2.03 Finishes

- A. Baked polyester resin powder coating meets AAMA 2603-02 requirements
- B. Architect to select color from manufacturer's standard colors

2.04 Fabrication

- A. Railings and/or fencing to be shop fabricated and assembled per approved shop drawings to the greatest extent possible. Assembly shall be in a neat, craftsmanship manner in accordance with the highest industry standards.
- B. Fasteners to be concealed as much as design will allow
- C. Picket and post spacing's set in accordance with National Building Codes
- D. Field splices to be minimized as much as possible, depending on parameters set by material, finish, and shipping
- E. General contractor to verify dimensions on site prior to fabrication

C. PART 3: EXECUTION SPECIFICATIONS

3.01 Installation

- A. Install product in accordance with final shop drawings and manufacturer's instructions
- B. Erect product plumb, square and level, free from distortion or defects detrimental to appearance or performance

3.02 Cleaning

- A. As installation is completed, wash railing and/or fencing using clean water and soap; rinse with water
- B. Do not use acid solutions, steel wool, or other harsh abrasives

S-45.3 QUANTITY AND PAYMENT

Payment for Front Handicap Ramp, Entrance Steps, and Landing shall be on a lump sum basis, at the price bid in the proposal, and shall include all necessary labor, materials, railings, shop drawings, supplies, and any necessary backfilling, and disposal.

ARTICLE S-46 **REAR HANDICAP RAMP, ENTRANCE STEPS, AND LANDING**
(ALTERNATE ITEM #32A)

S-46.1 DESCRIPTION

This item shall include all necessary labor, materials, and supplies to install Rear Handicap Ramp, Entrance Steps, and Landings, as shown on the plans and details, in accordance with building permit requirements and inspections, and as called for in the specifications, complete in place.

S-45.2 MATERIALS

Step treads and wall caps shall be 2” thick by 12” wide limestone.

Concrete block shall be as per plans and details.

Concrete ramps, walks, and landings shall be 4,500 psi concrete.

42” High ornamental aluminum railing shall be B-1 railing design with ring valance, as manufactured by Clem’s Ornamental Iron Works, 110 Eleventh Street, Piscataway, NJ. Telephone: 732-968-7200; Fax: 732-968-0105; email: sales@clemsironworks.com, or approved equal. The railing shall be black in color. A color sample shall be provided by the contractor, as well as shop drawings, which need to be approved prior to manufacturing.

A. PART 1: GENERAL SPECIFICATIONS

1.01 Work Includes:

- A. Furnish pre-engineered aluminum railing and /or fencing system
- B. System options include:

- 1. Nine standard top rail styles
- 2. Sixteen standard picket styles
- 3. Four standard channel styles
- 4. Five mount options

1.02 Reference Standards

- A. IBC 2003, International Building Code/IRC 2003 International Residential Code*
- B. ASTM, American Society of Testing and Materials
- C. ADA, Americans Disabilities Act
- D. NAAMM, National Association of Architectural Manufacturers
- E. NOMMA, National Ornamental Miscellaneous Metal Association

1.03 Submittals

- A. Provide shop drawings and product data under provisions of section (01300)
- B. Indicate scope of project, component details, materials, finish, connection and joining methods, and relationship to adjoining work

1.04 Quality Assurance

- A. Railing systems based upon *Clem's Ornamental Iron Works* product as a standard of quality
- B. Design criteria: railing assemblies including top rail, channel, pickets, posts and connections) shall be designed to conform to National Building Codes* and load requirements

1.05 Delivery, Storage and Handling

- A. Properly protected materials against damage to finished surfaces
- B. Deliver materials to job site in good condition
- C. Keep on site handling to a minimum -- exercise care to avoid damage to finish

B. PART 2: PRODUCT SPECIFICATIONS

2.01 Manufacturer: Clems Ornamental Iron Works, 110 Eleventh St., Piscataway, NJ 08854

2.02 Materials

- A. Extrusions to be 6063-T5 or T6, 6061-T6 or 6005-T5 alloy aluminum
- B. Fasteners to be zinc plated or stainless steel

2.03 Finishes

- A. Baked polyester resin powder coating meets AAMA 2603-02 requirements
- B. Architect to select color from manufacturer's standard colors

2.04 Fabrication

- A. Railings and/or fencing to be shop fabricated and assembled per approved shop drawings to the greatest extent possible. Assembly shall be in a neat, craftsmanship manner in accordance with the highest industry standards.
- B. Fasteners to be concealed as much as design will allow
- C. Picket and post spacing's set in accordance with National Building Codes
- D. Field splices to be minimized as much as possible, depending on parameters set by material, finish, and shipping
- E. General contractor to verify dimensions on site prior to fabrication

C. PART 3: EXECUTION SPECIFICATIONS

3.01 Installation

- A. Install product in accordance with final shop drawings and manufacturer's instructions
- B. Erect product plumb, square and level, free from distortion or defects detrimental to appearance or performance

3.02 Cleaning

- A. As installation is completed, wash railing and/or fencing using clean water and soap; rinse with water
- B. Do not use acid solutions, steel wool, or other harsh abrasives

S-35.3 QUANTITY AND PAYMENT

Payment for Rear Handicap Ramp, Entrance Steps, and Landings shall be on a lump sum basis, at the price bid in the proposal, and shall include all necessary labor, materials, railings, shop drawings, supplies, and any necessary backfilling, and disposal.

THE TOWNSHIP OF PISCATAWAY



PLANS PAGES

Pages



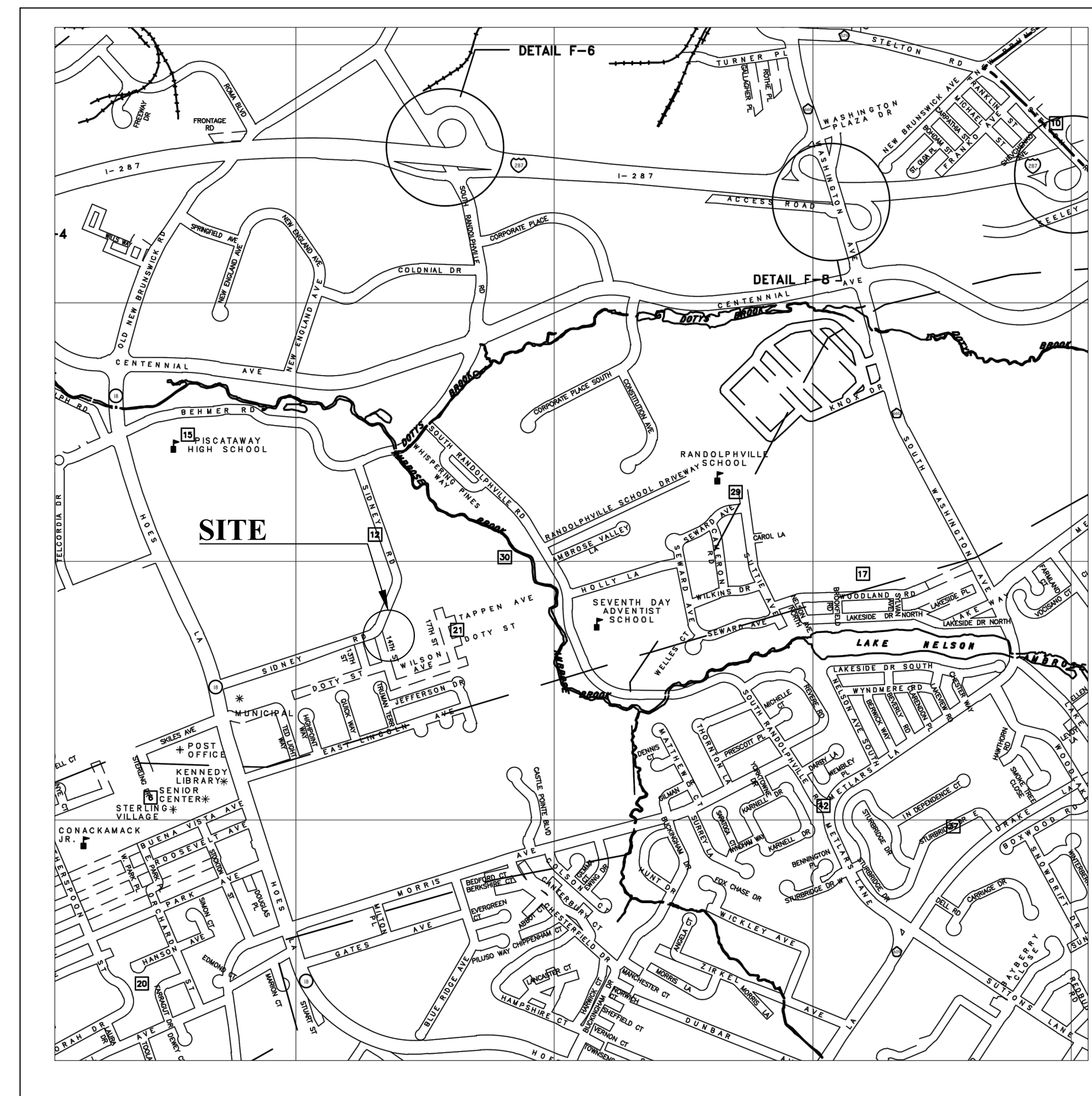
MARIA E. VALENTE-CAEMMERER

Purchasing Agent/Township Secretary

COMMUNITY DEVELOPMENT BUILDING PROPOSED PARKING LOT AND SITE IMPROVEMENTS

499 SIDNEY ROAD
TOWNSHIP OF PISCATAWAY
MIDDLESEX COUNTY, NJ

INDEX OF UTILITIES	
ELECTRIC PUBLIC SERVICE ELECTRIC & GAS 268 BALDWIN STREET NEW BRUNSWICK, N.J. 08902 (732) 246-5755	WATER NEW JERSEY AMERICAN WATER 1341 NORTH AVENUE (P.O. BOX 111) PLAINFIELD, N.J. 07061-0111 (800) 272-1325
GAS PUBLIC SERVICE ELECTRIC & GAS 150 HOW LANE NEW BRUNSWICK, N.J. 08902 (732) 246-5793	SANITARY SEWER TOWNSHIP OF PISCATAWAY PUBLIC WORKS 455 HOES LANE PISCATAWAY, N.J. 08854 (732) 562-2390
TELEPHONE VERIZON - NJ 444 GEORGES ROAD NO. BRUNSWICK, N.J. 08902 (732) 246-9999	ONE CALL SYSTEM NJ ONE CALL 399 HOES LANE PISCATAWAY, NJ 08854 (800) 272-1000
CABELVISION 275 CENTENNIAL AVENUE PISCATAWAY, N.J. 08854 (732) 457-0131	AT&T OUTSIDE PLANT P.O. BOX 395 NETCONG, N.J. 07857 (201) 584-9904



LOCATION MAP
NOT TO SCALE

INDEX OF SHEETS	
NO.	DESCRIPTION
1.	COVER SHEET, KEY MAP, ESTIMATE OF QUANTITIES, INDEX, UTILITIES, & APPROVALS
2.	EXISTING CONDITIONS/DEMO PLAN AND SITE PLAN
3.	GRADING AND DRAINAGE PLAN
4.	LANDSCAPE AND LIGHTING PLAN
5.	DETAIL SHEET 1
6.	DETAIL SHEET 2

GOVERNING BODY OF PISCATAWAY

MAYOR BRIAN C. WAHLER
MICHELLE LOMBARDI, PRESIDENT
FRANK UHRIN, COUNCIL VICE PRESIDENT


COUNCIL MEMBERS

JAMES BULLARD
GABRIELLE CAHILL
STEVE D. CAHN
LINWOOD D. ROUSE
KAPIL K. SHAH


TOWNSHIP CLERK

MELISSA SEADER

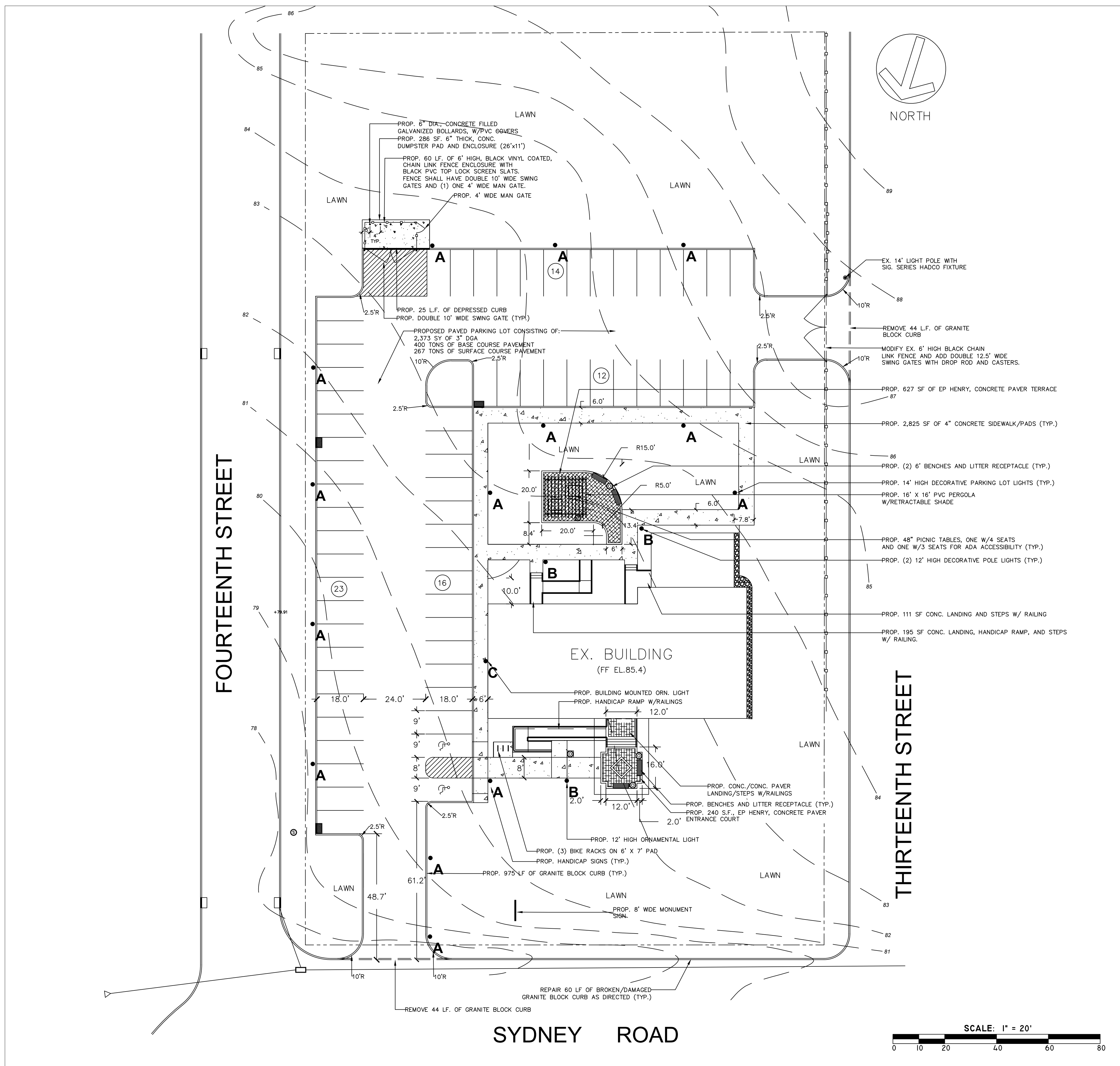
 APPROVAL OF THE MUNICIPALITY


HENRY HINTERSTIEN, ASLA
LANDSCAPE ARCHITECT
LICENSE NO. AS00729

6/28/22
DATE

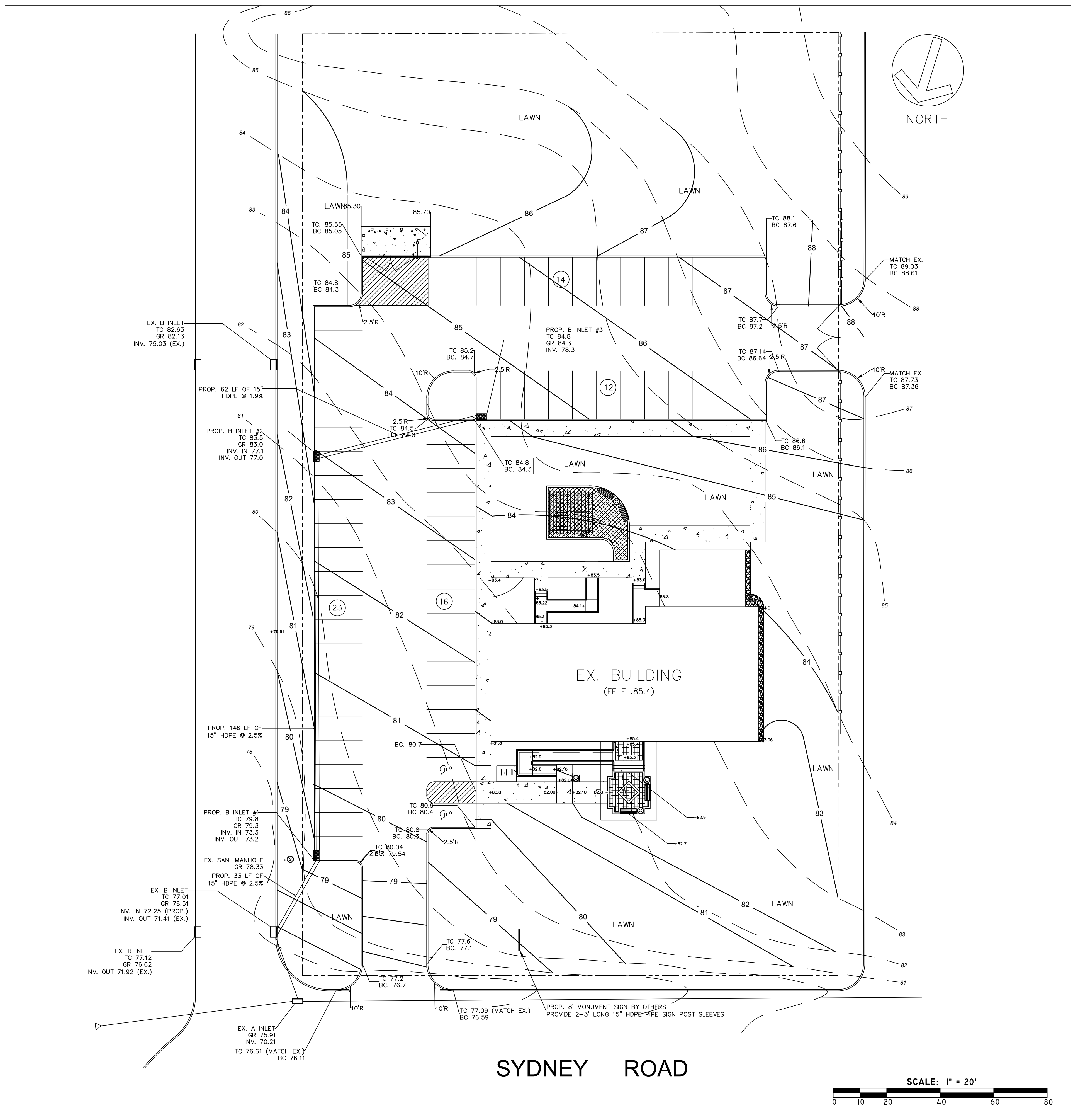

BRIAN C. WAHLER
DATE

6/28/22
DATE

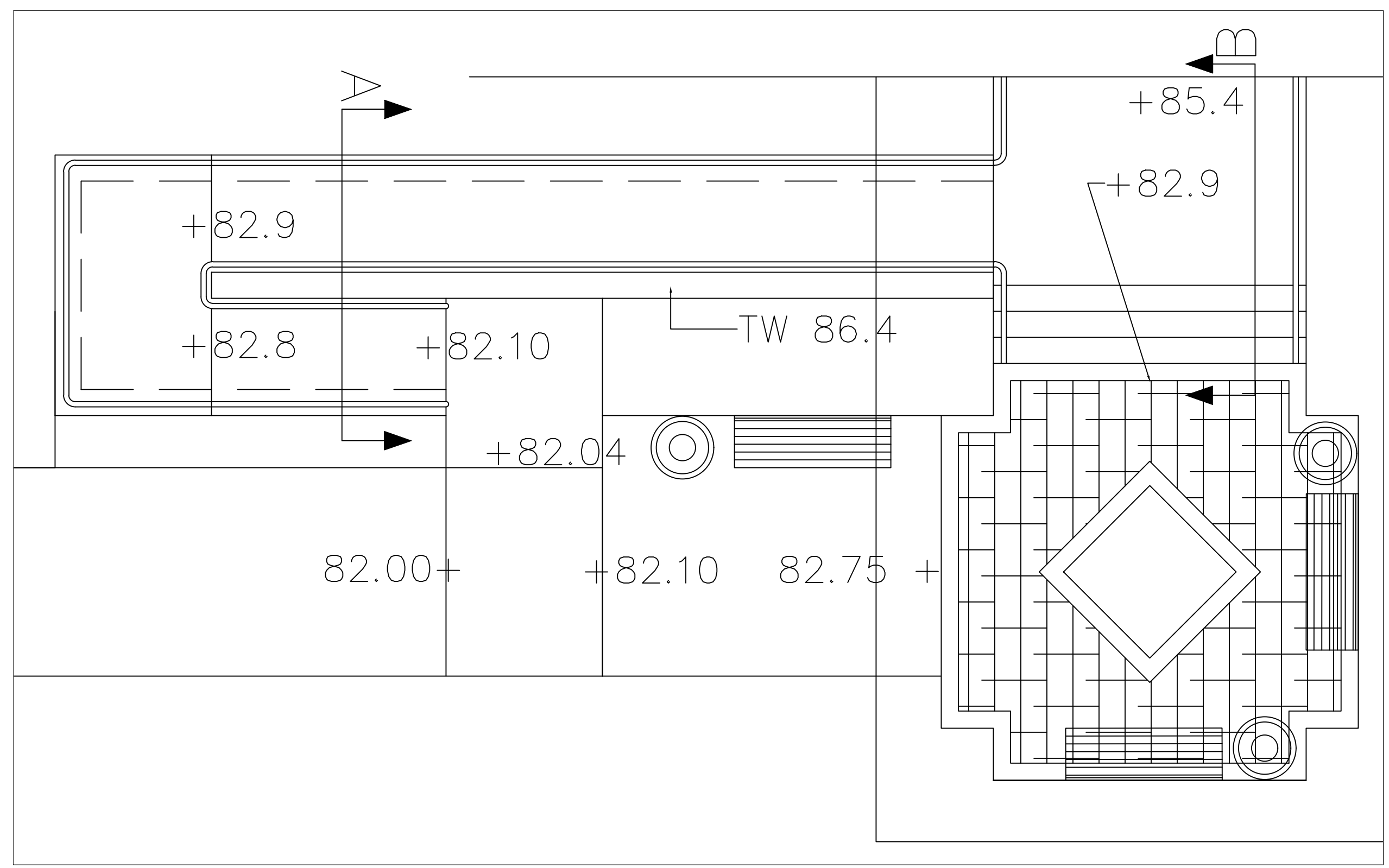


COMMUNITY DEVELOPMENT BUILDING - PROP. PARKING LOT AND SITE IMPROVEMENTS
 SITE PLAN
 SCALE: 1"= 20'-0"

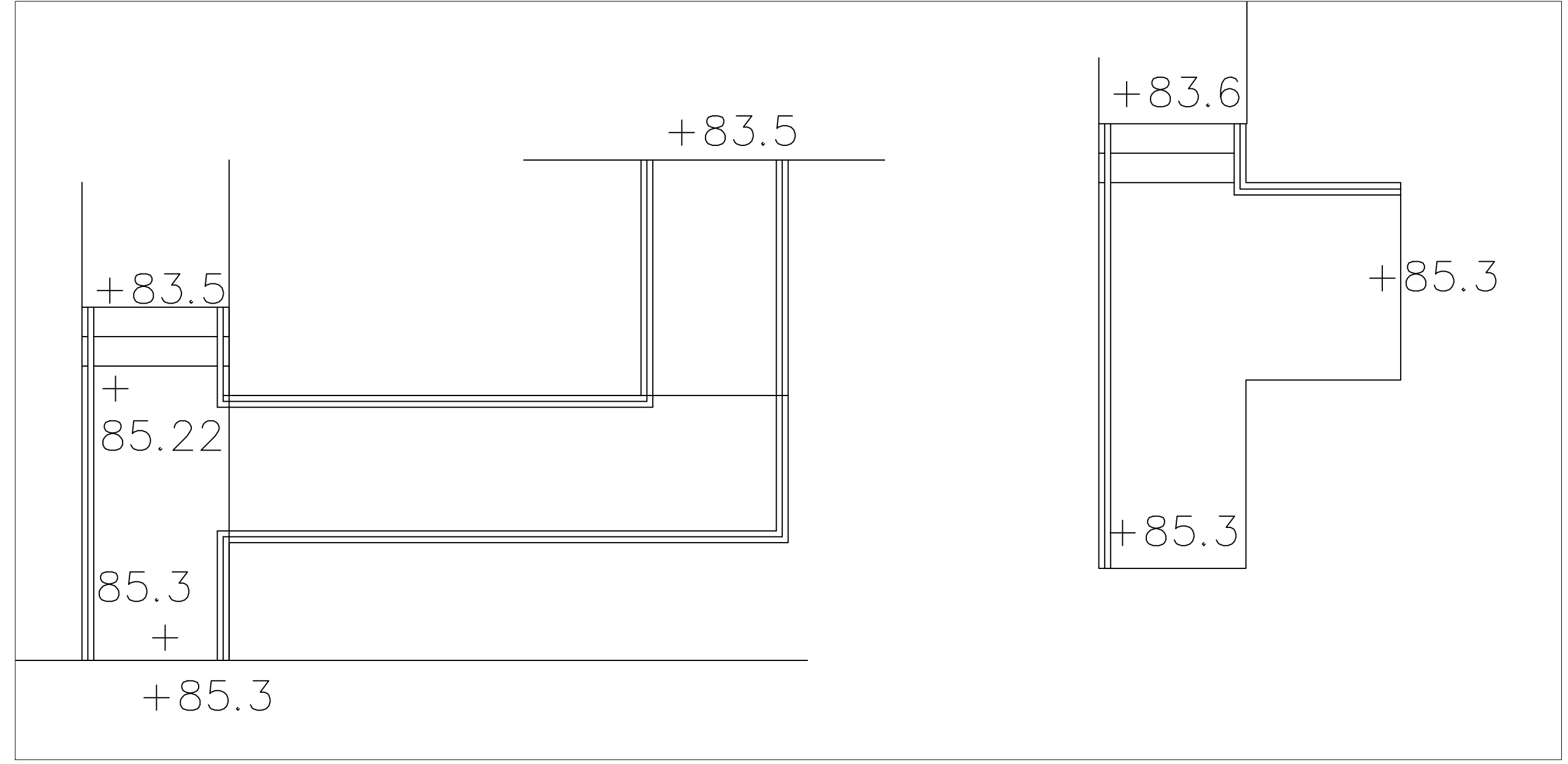
REVISIONS		TOWNSHIP OF PISCATAWAY ENGINEERING DIVISION	
		COMMUNITY DEVELOPMENT BUILDING PROP. PARKING LOT AND SITE IMPROVEMENTS SITE PLAN	
SCALE: AS NOTED		DATE: JUNE 28, 2022	
DRAWN BY: H.S.H.		MAP NO.	
DESIGNED BY: H.S.H.			
CHECKED BY: H.S.H.		SHEET 2 OF 6	



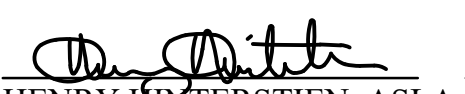
COMMUNITY DEVELOPMENT BUILDING - PROP. PARKING LOT AND SITE IMPROVEMENTS
 GRADING AND DRAINAGE PLAN
 SCALE: 1" = 20'-0"

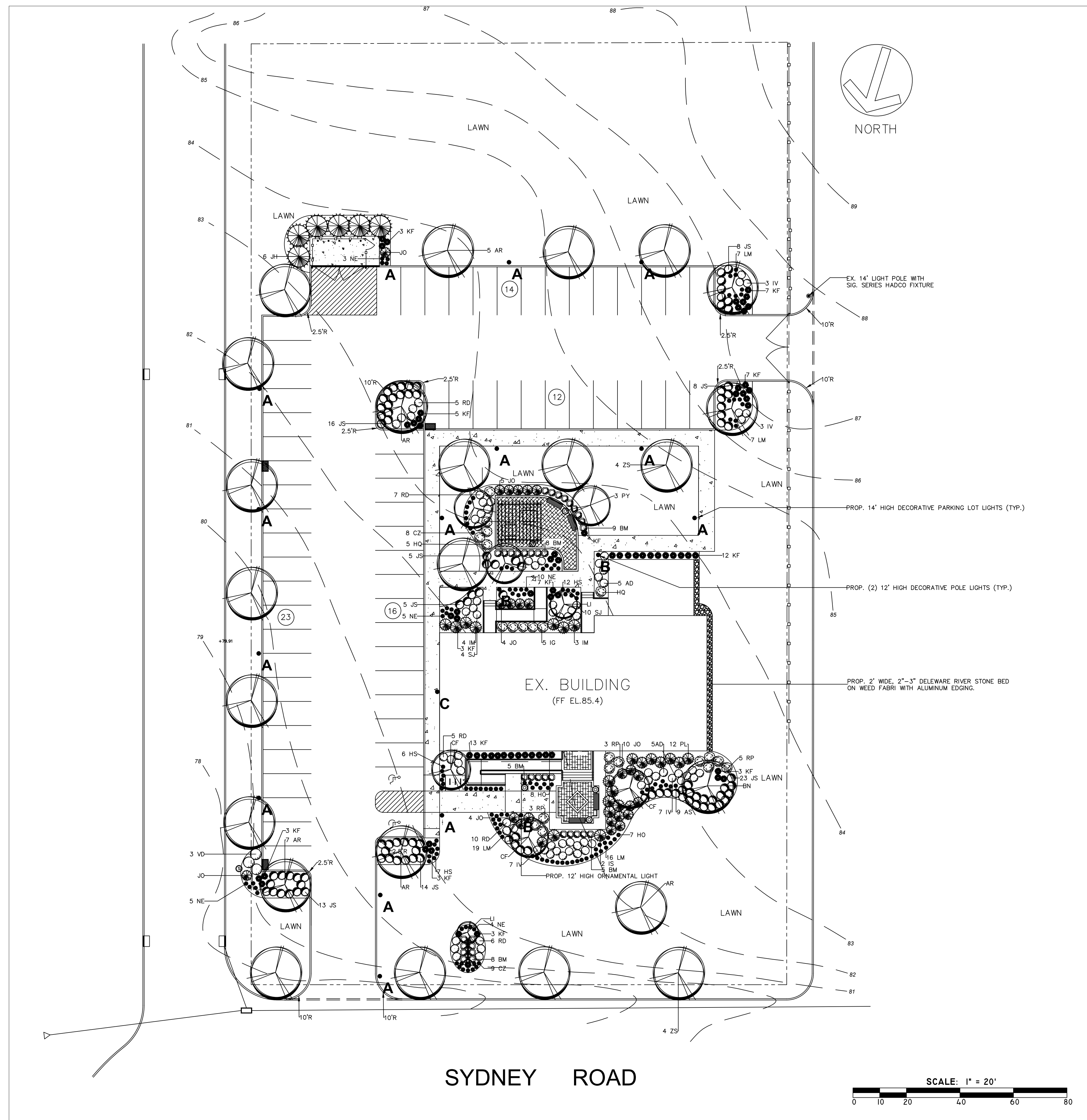


NEW COMMUNITY DEVELOPMENT BUILDING - PROP. PARKING LOT AND SITE IMPROVEMENTS
 HANDICAP RAMP / ENTRANCE ENLARGEMENT PLAN
 SCALE: 1/4" = 1'-0"



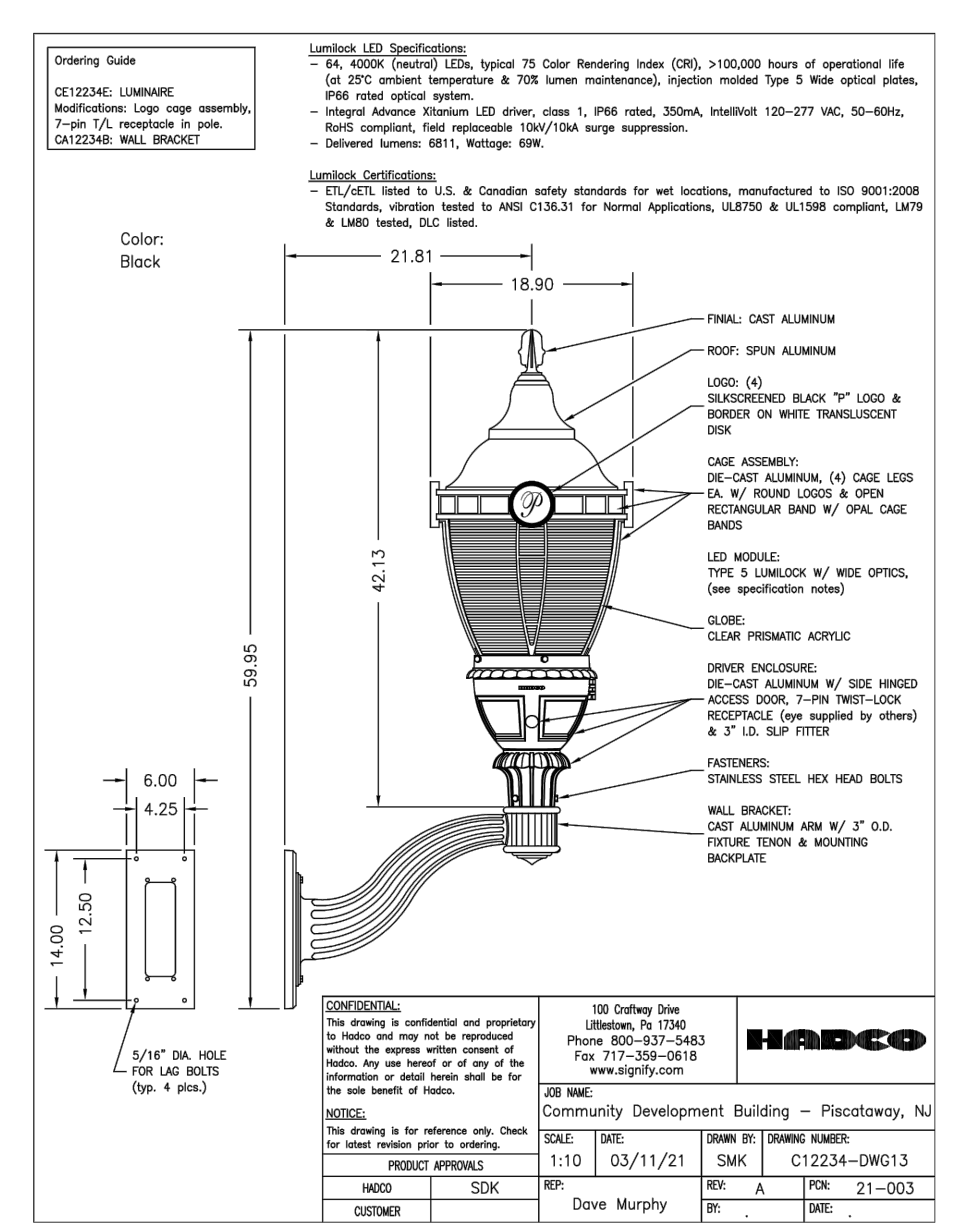
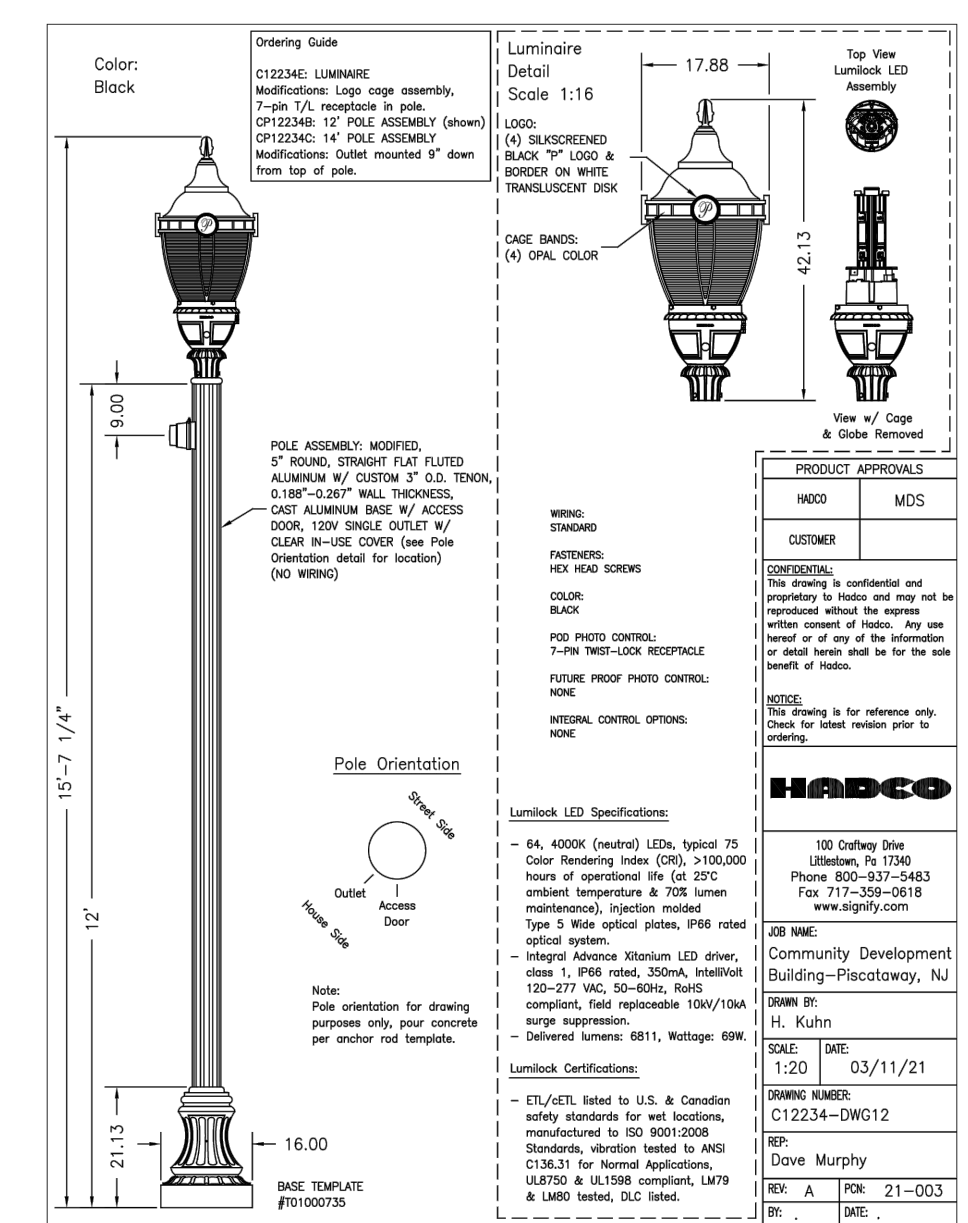
NEW COMMUNITY DEVELOPMENT BUILDING - PROP. PARKING LOT AND SITE IMPROVEMENTS
 REAR HANDICAP RAMP / ENTRANCE LANDING ENLARGEMENT PLAN
 SCALE: 1/4" = 1'-0"

REVISIONS		TOWNSHIP OF PISCATAWAY ENGINEERING DIVISION	
		COMMUNITY DEVELOPMENT BUILDING PROP. PARKING LOT AND SITE IMPROVEMENTS GRADING AND DRAINAGE PLAN	
 HENRY H. OSTERSTIEN, ASLA LANDSCAPE ARCHITECT LICENSE NO. 42005	6/28/22 DATE	SCALE: AS NOTED DRAWN BY: H.S.H. DESIGNED BY: H.S.H. CHECKED BY: H.S.H.	DATE: JUNE 28, 2022 MAP NO. SHEET 3 OF 6



Symbol	Qty	Label	Tag	Arrangement	Lum. Lumens	Lum. Watts	LLF	Description	MANUFACT	Filename
●	14	C1224A-14	A	SINGLE	6812	69	0.80	Refr. Globe, 64 LED, 4000°K CCT, 350mA, Type SW, 148 Pole	PHILIPS HADCO	RL224xxxxxWVWk3xxxx-GM4.es
●	3	C1224A-12	B	SINGLE	6812	69	0.80	Refr. Globe, 64 LED, 4000°K CCT, 350mA, Type SW, 128 Pole	PHILIPS HADCO	RL224xxxxxWVWk3xxxx-GM4.es
●	1	C1224A-W	C	SINGLE	6812	69	0.80	Refr. Globe, 64 LED, 4000°K CCT, 350mA, Type SW, Wall Mounted	PHILIPS HADCO	RL224xxxxxWVWk3xxxx-GM4.es

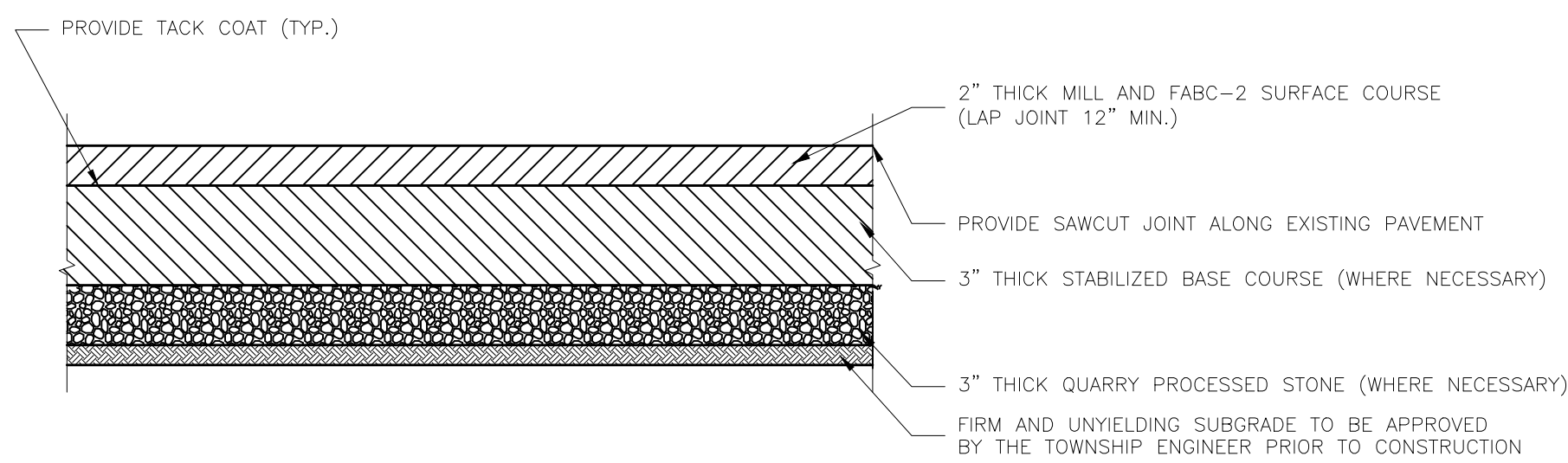
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min	Description
Parking Lot		Fc	1.30	2.50	0.50	2.60	5.00	DR Grid



KEY	QUAN.	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
AR	3	ACER RUBRUM RED SUNSET	RED SUNSET RED MAPLE	2 1/2"-3" CAL.	B&B
CF	3	CORNUS RUTGAM STELLAR PINK	STELLAR PINK RUTGERS DOGWOOD	8'-10" HT.	B&B
LI	4	LAGERSTROEMIA INDICA TUSCARORA	TUSCARORA CHERRY MYRTLE	7'-8" HT.	#15 CAN
PY	2	PRUNUS X YEODENSIS	YOSHINO CHERRY	2 1/2"-3" CAL.	B&B
AG	10	AZALEA GIRARDS CRIMSON	GIRARDS CRIMSON AZALEA	18"-24"	#3 CAN
BM	53	BUXUS MICROPHYLLA WINTER GEM	WINTER GEM BOXWOOD	18"-24" HT.	#3 CAN
HM	2	HYDRANGEA MACRO. SUMMERS END	SUMMERS END HYDRANGEA	24"-30" HT.	#5 CAN
HQ	14	HYDRANGEA QUERCIFOLIA RUBY SLIPPERS	RUBY SLIPPERS OAK LEAF HYDRANGEA	18"-24" HT.	#3 CAN
IV	25	ITEA VIRGINICA LITTLE HENRY	LITTLE HENRY VIRGINIA SWEETSPIRE	18"-24"	#3 CAN
JO	44	JUNIPERUS CHINENSIS OLD GOLD!	OLD GOLD JUNIPER	18"-24"	#3 CAN
JS	91	JUNIPERUS CHINENSIS SARGETII	SARGET JUNIPER	18"-24"	#3 CAN
PL	12	PRUNUS LAUROCERASUS SCHIPKA	SCHIPKA CHERRY LAUREL	24"-30" HT.	#5 CAN
RD	44	ROSA DRIFT	PINK DRIFT ROSE	12'-15"	#3 CAN
SJ	33	SPIREA JAPONICA MAGIC CARPET	MAGIC CARPET SPIREA	18"-24"	#3 CAN
VC	7	VIBURNUM CARLESII	KOREAN SPICE VIBURNUM	2'-3" HT.	#5 CAN
CZ	18	COREOPSIS VERT. ZAGREB	ZAGREB THREADLEAF TICKSEED	1 GAL.	#1 CAN
HS	69	HEMERCOALIS STELA DE ORO	STELA DE ORO DAYLILY	1 GAL.	#1 CAN
KF	93	CALAMAGROTIS A. KARL FORESTER	FEATHER REED GRASS	2 GAL.	#2 CAN
LM	11	LIRIOPE MUSCARI BIG BLUE	BIG BLUE LILY TURF	1 GAL.	#1 CAN
NE	22	NEPETA x FAASSENII WALKER'S LOW	WALKER'S LOW CATMINT	1 GAL.	#1 CAN
RG	35	RUBECKIA GOLDSTRUM LITTLE GOLD STRUM	LITTLE GOLD STRUM BLACK-EYED SUSAN	1 GAL.	#1 CAN
SA	13	SALVIA MAY NIGHT	MAY NIGHT SAGE	1 GAL.	#1 CAN

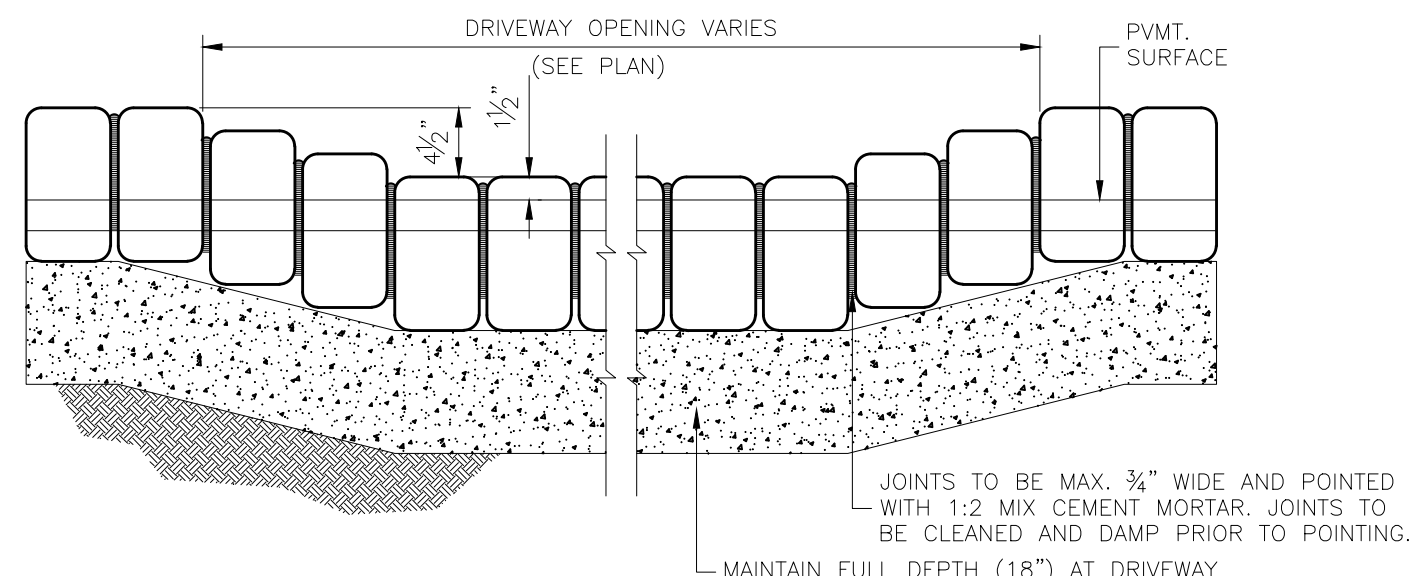
COMMUNITY DEVELOPMENT BUILDING - PROP. PARKING LOT AND SITE IMPROVEMENTS
 LANDSCAPE AND LIGHTING PLAN
 SCALE: 1"=20'-0"

REVISIONS		TOWNSHIP OF PISCATAWAY ENGINEERING DIVISION	
 HENRY H. TERSTIEN, ASLA LANDSCAPE ARCHITECT LICENSE NO. 42005		DATE: 6/28/22	MAP NO.
SCALE: AS NOTED		DATE: JUNE 28, 2022	SHEET 4 OF 6
DRAWN BY: H.S.H.	DESIGNED BY: H.S.H.	CHECKED BY: H.S.H.	MAP NO.



- 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.

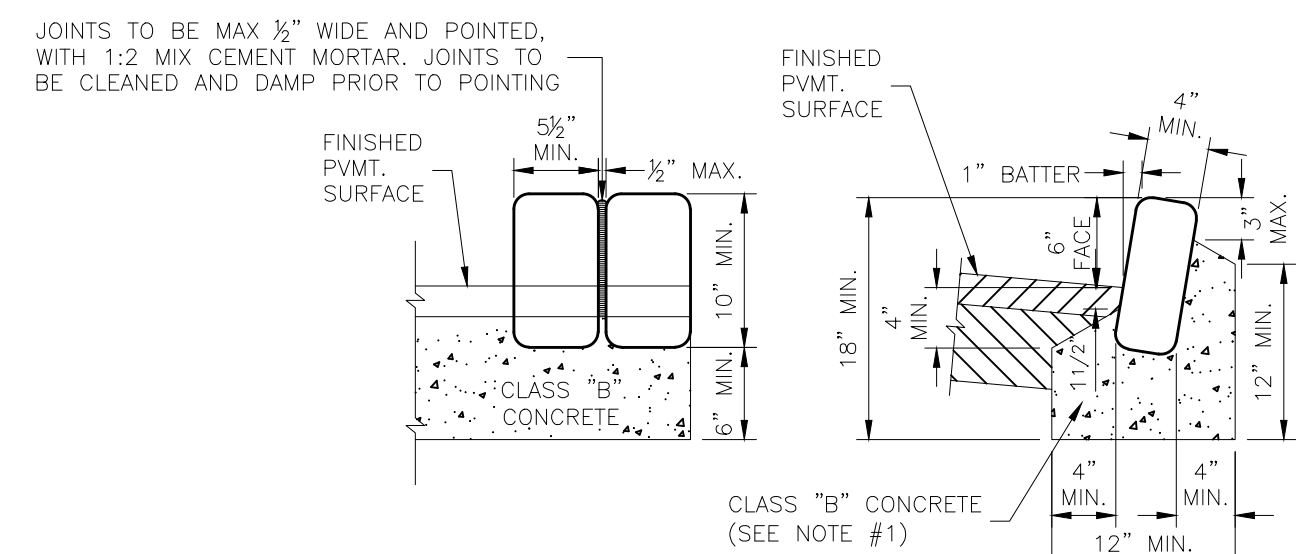
PARKING LOT PAVEMENT SECTION DETAIL
N.T.S.



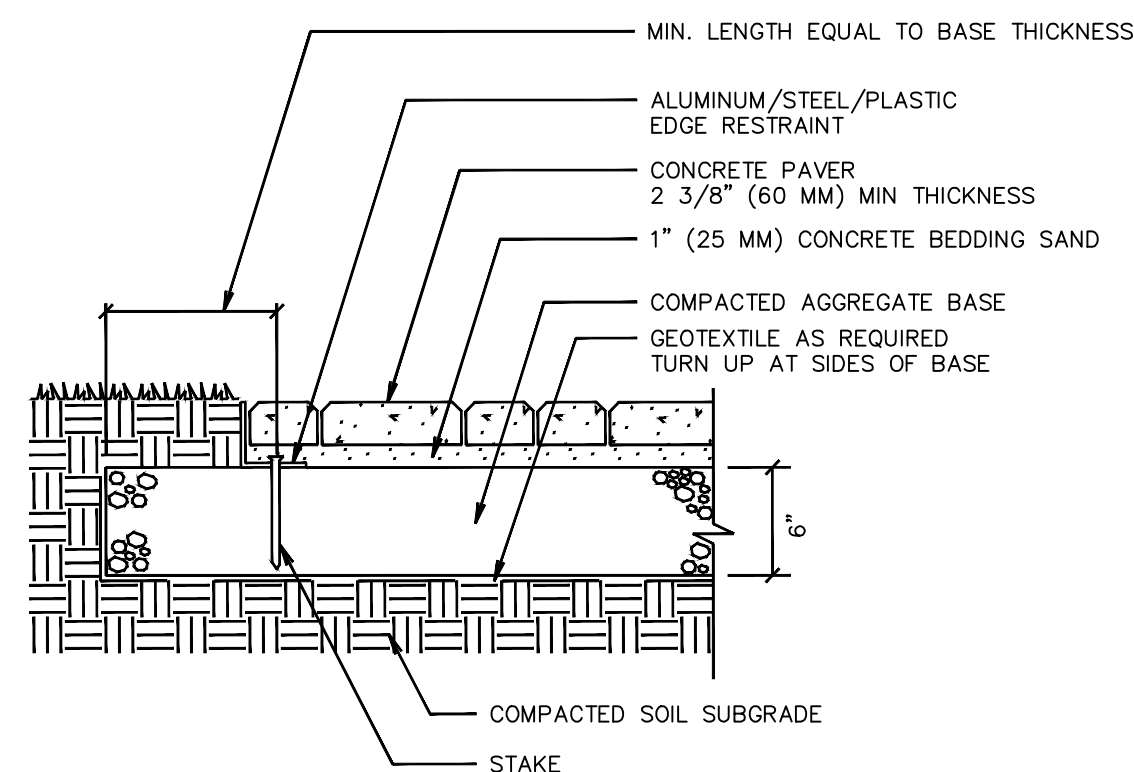
DEPRESSED GRANITE BLOCK CURB AT DRIVEWAYS/RAMPS
N.T.S.

GRANITE BLOCK CURB NOTES:

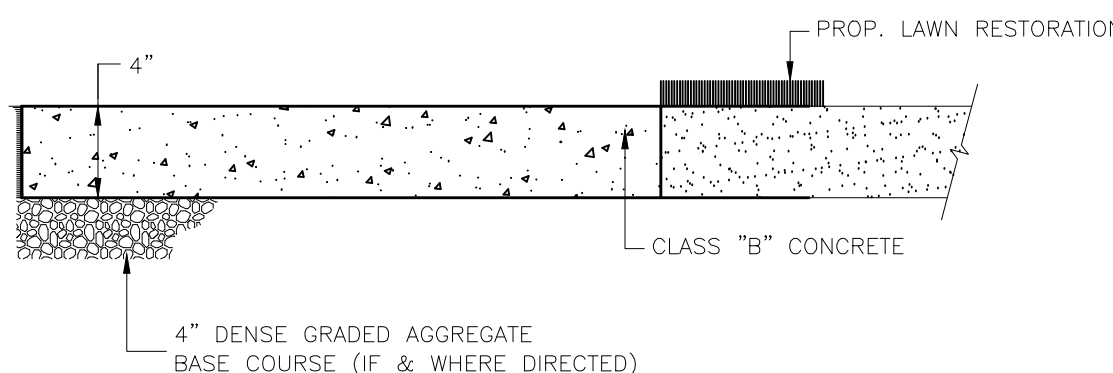
1. CONCRETE TO TEST 4500 PSI MINIMUM ON 28 DAY COMPRESSIVE TEST.
2. ALL CONCRETE IS TO BE PROPERLY CURED USING A CURING COMPOUND, SALT WASH, BURLAP OR OTHER METHOD ACCEPTABLE TO TOWNSHIP ENGINEER.
3. CONCRETE SLUMP TO BE 3" (+/-1"), OR AS DIRECTED BY THE TOWNSHIP ENGINEER.
4. CONTRACTORS TO NOTIFY TOWNSHIP ENGINEER 24 HOURS PRIOR TO POURING.



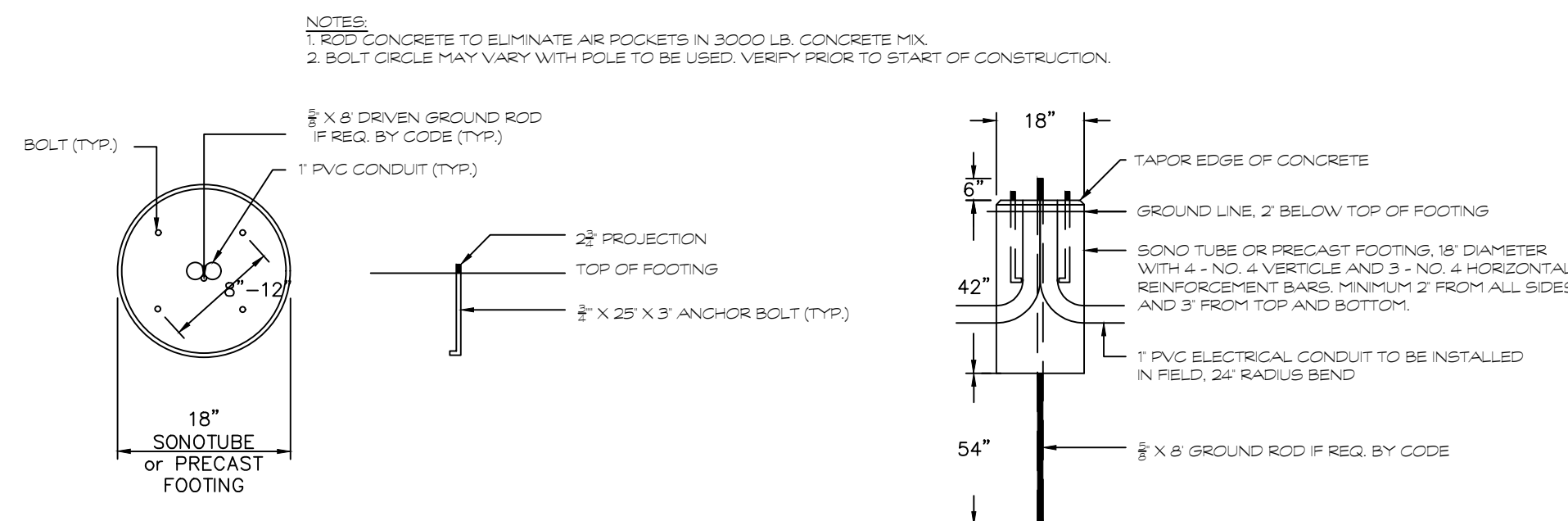
GRANITE BLOCK CURB
N.T.S.



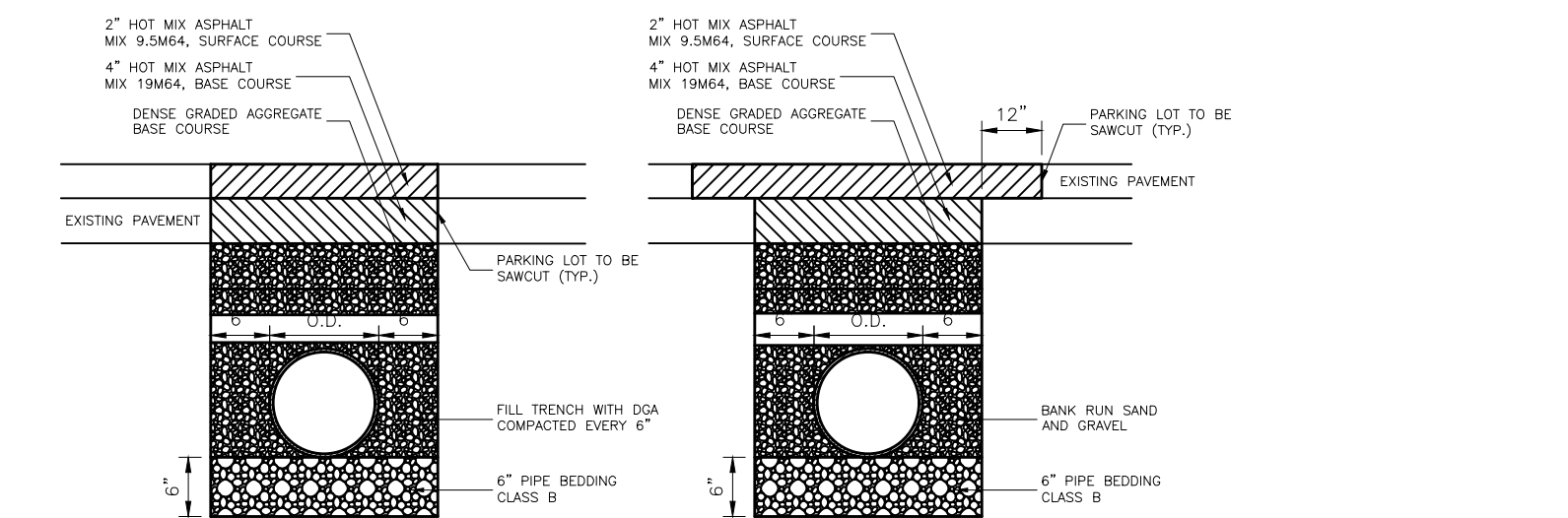
CONCRETE PAVER DETAIL
N.T.S.



CONCRETE SIDEWALK, 4\"/>

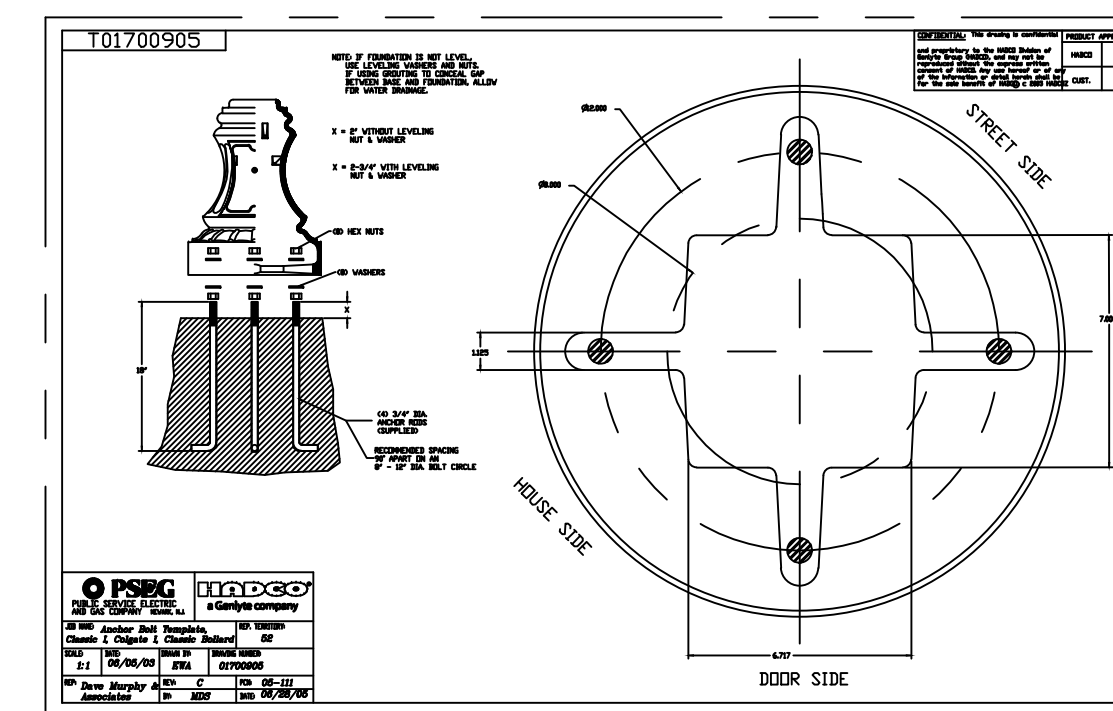


LIGHT POLE FOOTING DETAIL
N.T.S.



- NOTES:**
1. INITIAL TRENCH REPAIR WILL CONSIST OF 6" DENSE GRADED AGGREGATE AND 6" BITUMINOUS STABILIZED BASE COURSE TO MEET EXISTING GRADE.
 2. AS DIRECTED BY THE ENGINEER, THE CONTRACTOR SHALL MULL 2" OF THE STABILIZED BASE COURSE AND PLACE 2" OF BITUMINOUS CONCRETE SURFACE COURSE THIS TYPE OF TRENCH REPAIR SHALL BE PROVIDED. THE COST OF BANK RUN SAND AND GRAVEL, PIPE BEDDING, AND PAVEMENT REPAIR CONSISTING OF BITUMINOUS CONCRETE SURFACE COURSE, BITUMINOUS STABILIZED BASE COURSE, AND DENSE GRADED AGGREGATE AS INDICATED ON THE DETAILS SHALL BE INCLUDED IN THE COST OF THE ASSOCIATED PIPE BID ITEMS.

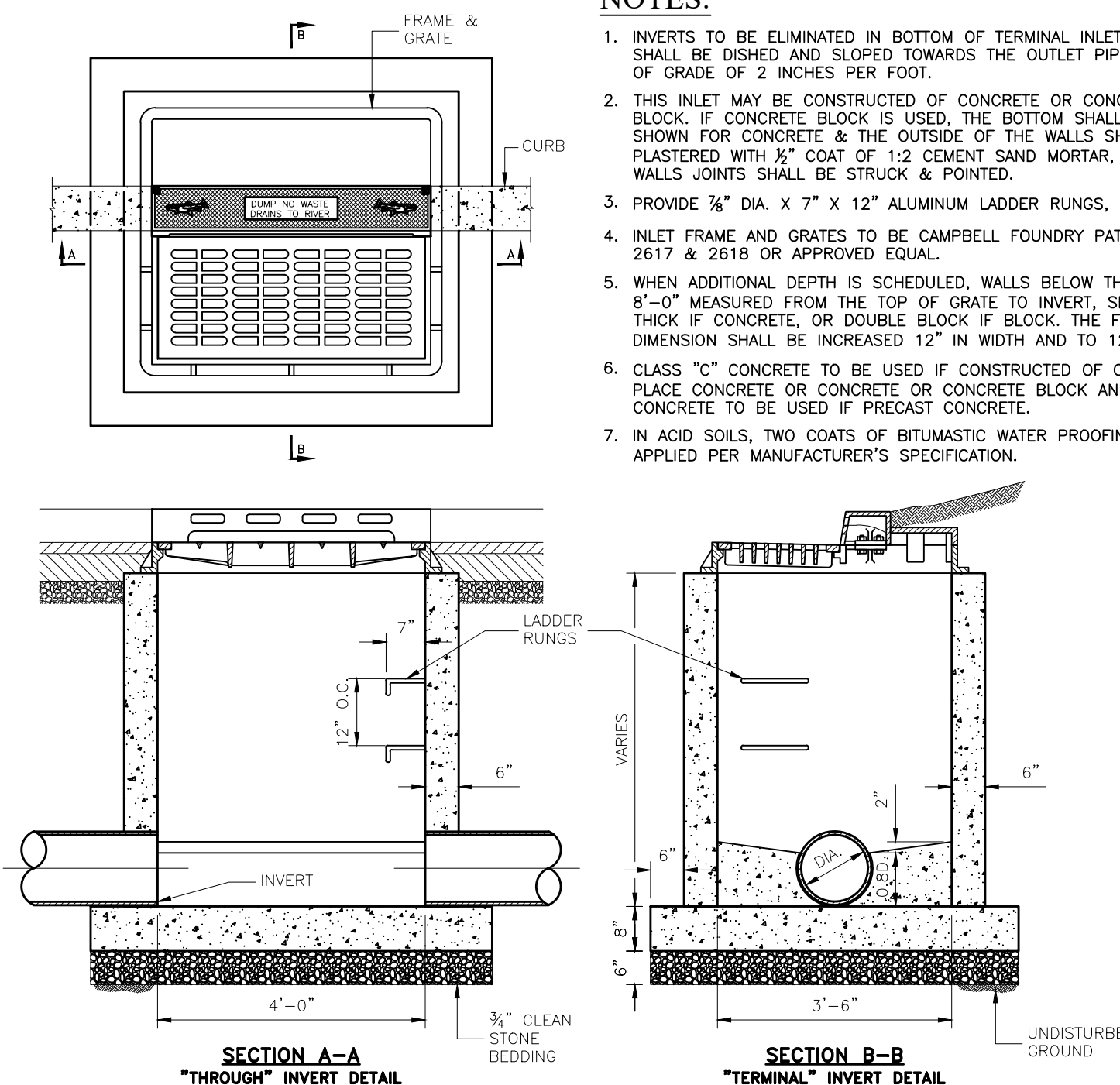
TRENCH DETAIL FOR PIPE/CONDUIT WITHIN PARKING LOT
N.T.S.



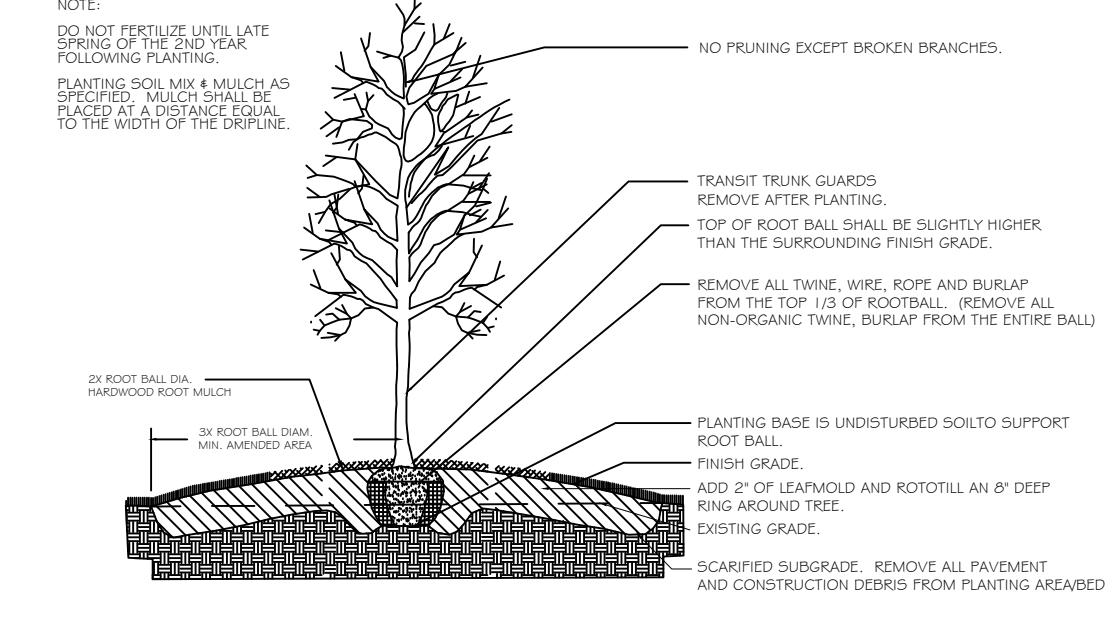
ANCHOR BOLT TEMPLATE DETAIL
N.T.S.

NOTES:

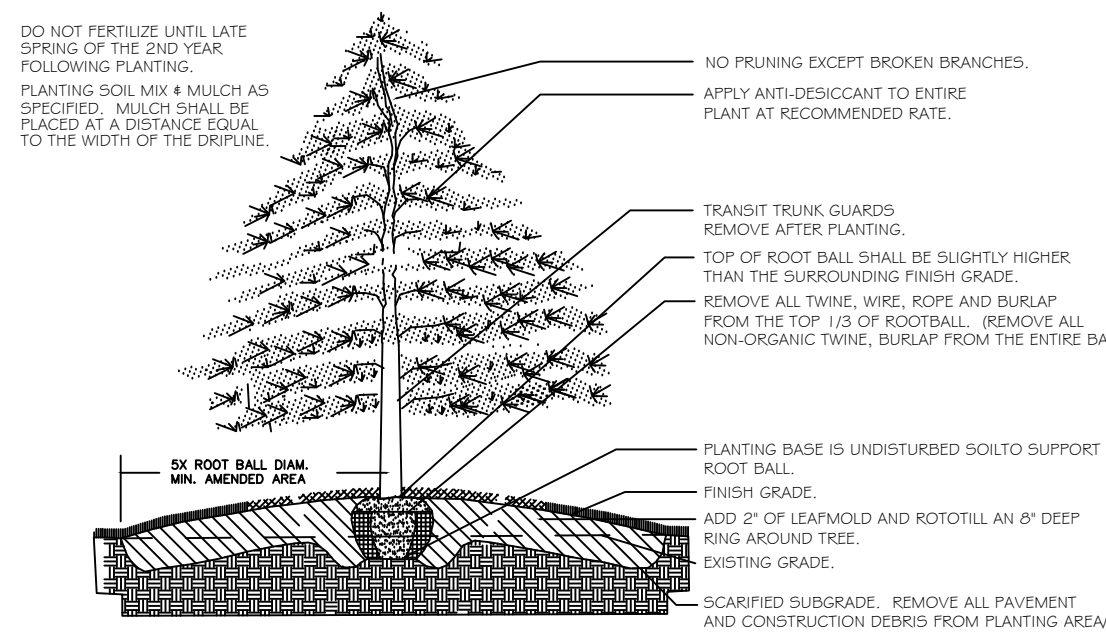
1. INVERTS TO BE ELIMINATED IN BOTTOM OF TERMINAL INLETS, BOTTOMS SHALL BE DISHED AND SLOPED TOWARDS THE OUTLET PIPE AT A RATE OF GRADE OF 2 INCHES PER FOOT.
2. THIS INLET MAY BE CONSTRUCTED OF CONCRETE OR CONCRETE BLOCK. IF CONCRETE BLOCK IS USED, THE BOTTOM SHALL BE AS SHOWN FOR CONCRETE & THE OUTSIDE OF THE WALLS SHALL BE PLASTERED WITH 1/2" COAT OF 1:2 CEMENT SAND MORTAR, THE INSIDE WALLS JOINTS SHALL BE STRUCK & POINTED.
3. PROVIDE 3/4" DIA. X 7" X 12" ALUMINUM LADDER RUNGS, 12" O.C.
4. INLET FRAME AND GRATES TO BE CAMPBELL FOUNDRY PATTERN NOS. 2617 & 2618 OR APPROVED EQUAL.
5. WHEN ADDITIONAL DEPTH IS SCHEDULED, WALLS BELOW THE DEPTH OR 8'-0" MEASURED FROM THE TOP OF GRATE TO INVERT, SHALL BE 12" THICK IF CONCRETE, OR DOUBLE BLOCK IF BLOCK. THE FOUNDATION DIMENSION SHALL BE INCREASED 12" IN WIDTH AND TO 12" IN DEPTH.
6. CLASS "C" CONCRETE TO BE USED IF CONSTRUCTED OF CAST IN PLACE CONCRETE OR CONCRETE OR CONCRETE BLOCK AND CLASS "B" CONCRETE TO BE USED IF PRECAST CONCRETE.
7. IN ACID SOILS, TWO COATS OF BITUMASTIC WATER PROOFING SHALL BE APPLIED PER MANUFACTURER'S SPECIFICATION.



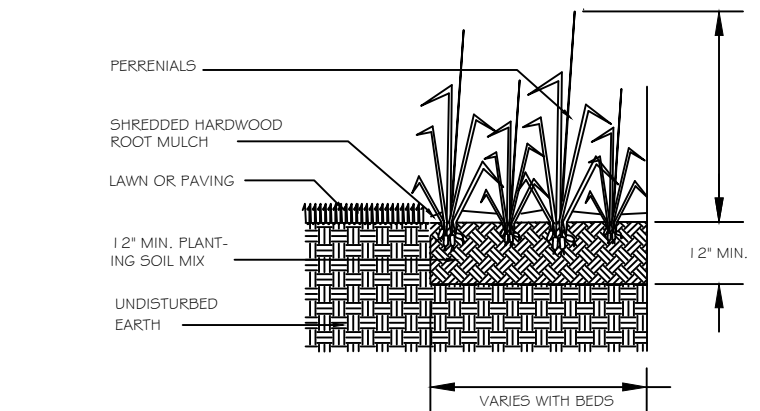
TYPE "B" INLET WITH BICYCLE GRATE
N.T.S.



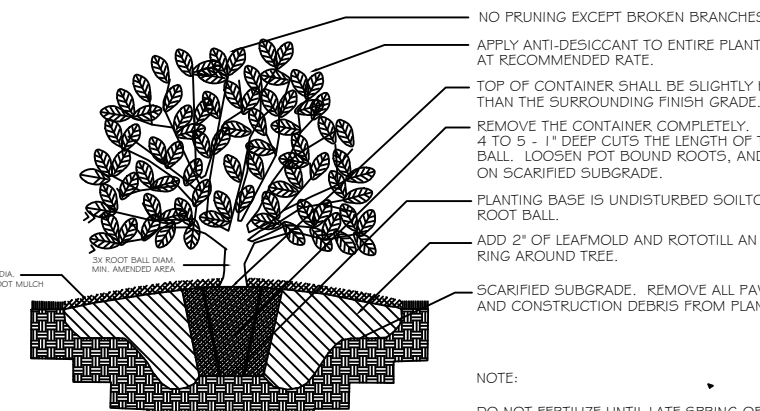
TYPICAL DECIDUOUS TREE PLANTING DETAIL
NOT TO SCALE



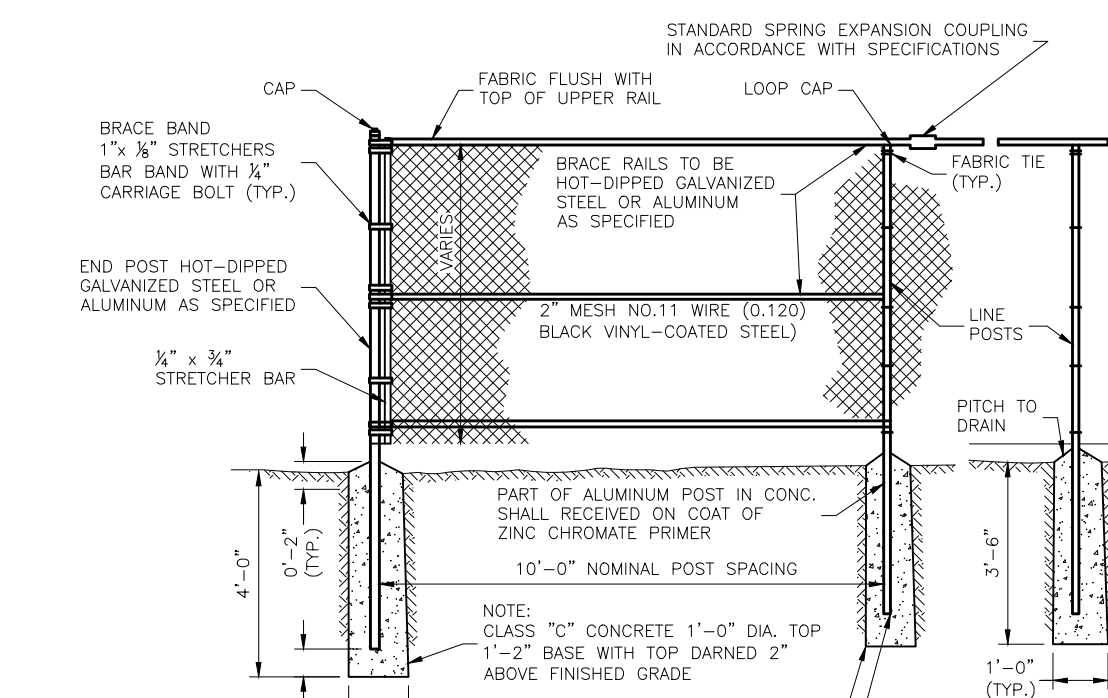
TYPICAL EVERGREEN TREE PLANTING DETAIL
NOT TO SCALE



PERENNIAL BED PLANTING DETAIL
NOT TO SCALE

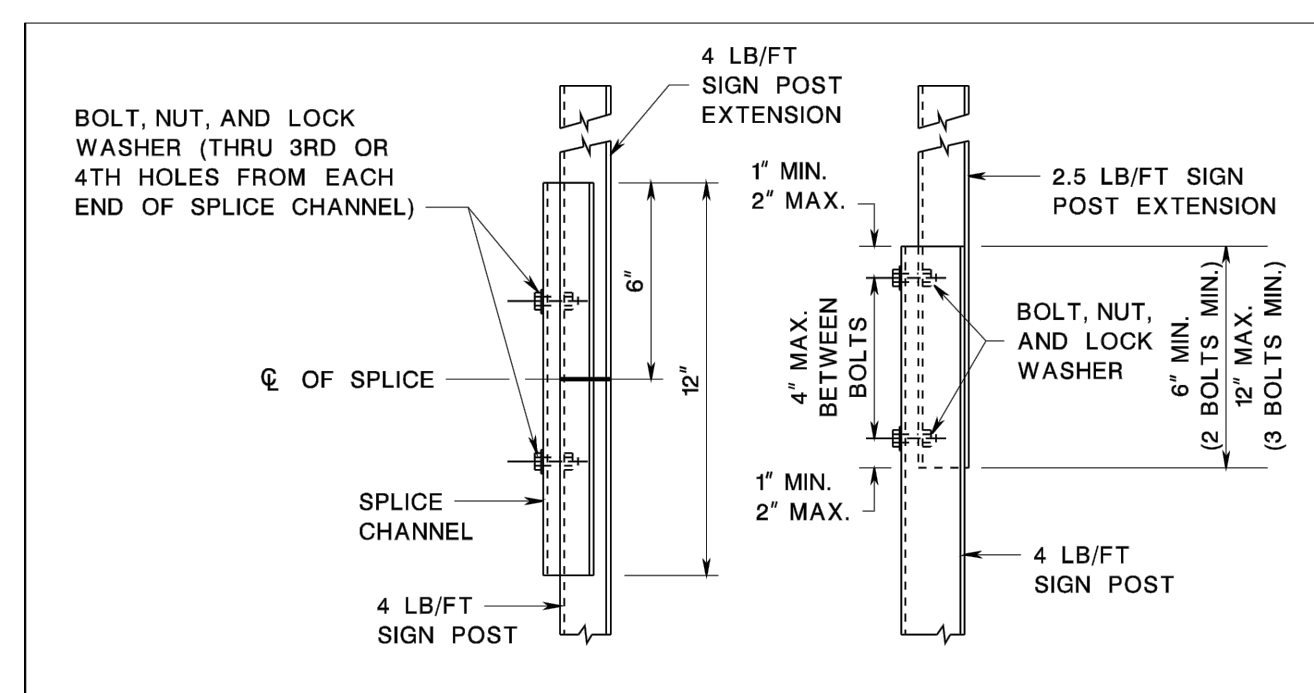


TYPICAL SHRUB PLANTING DETAIL
NOT TO SCALE

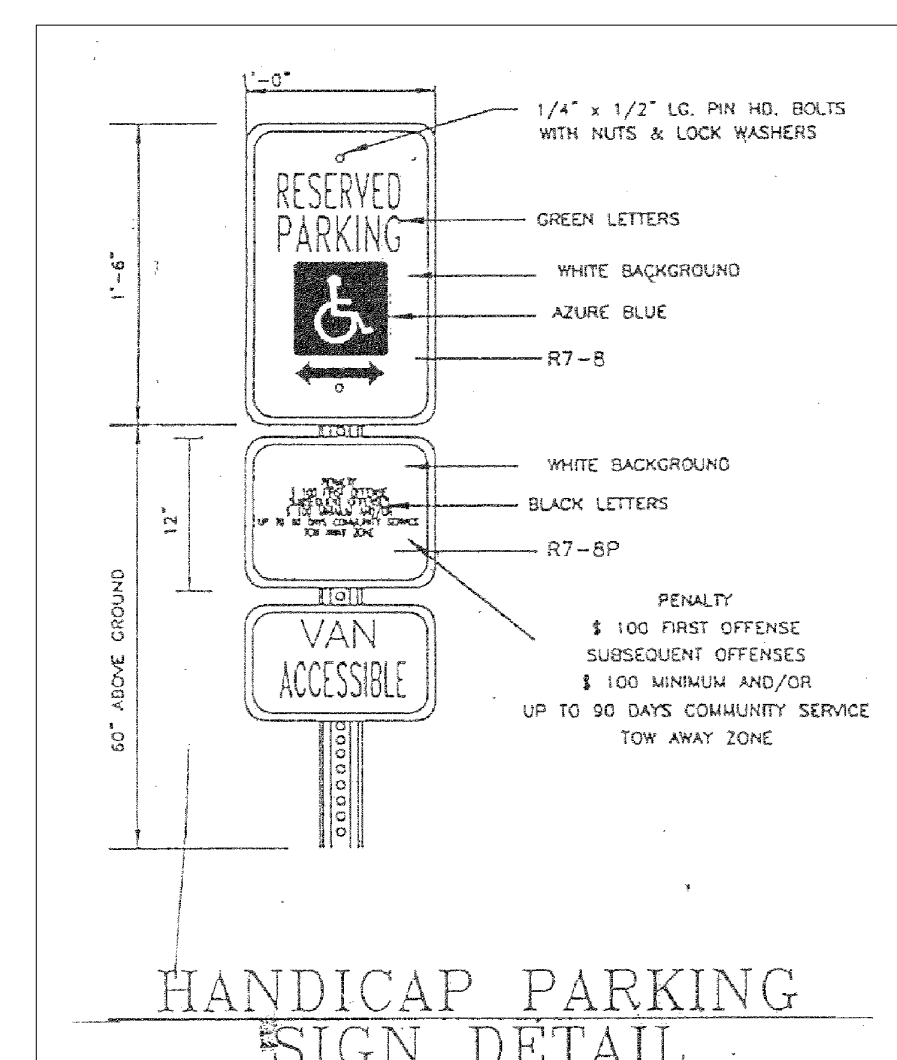


- NOTES:**
1. FENCE TO BE BLACK VINYL-COATED STEEL TYPE CONSTRUCTION.
 2. POST SIZES TO BE IN ACCORDANCE WITH SCHEDULE CITED IN CONTRACT DOCUMENTS & BLACK VINYL COATED

CHAIN LINK FENCE
N.T.S.

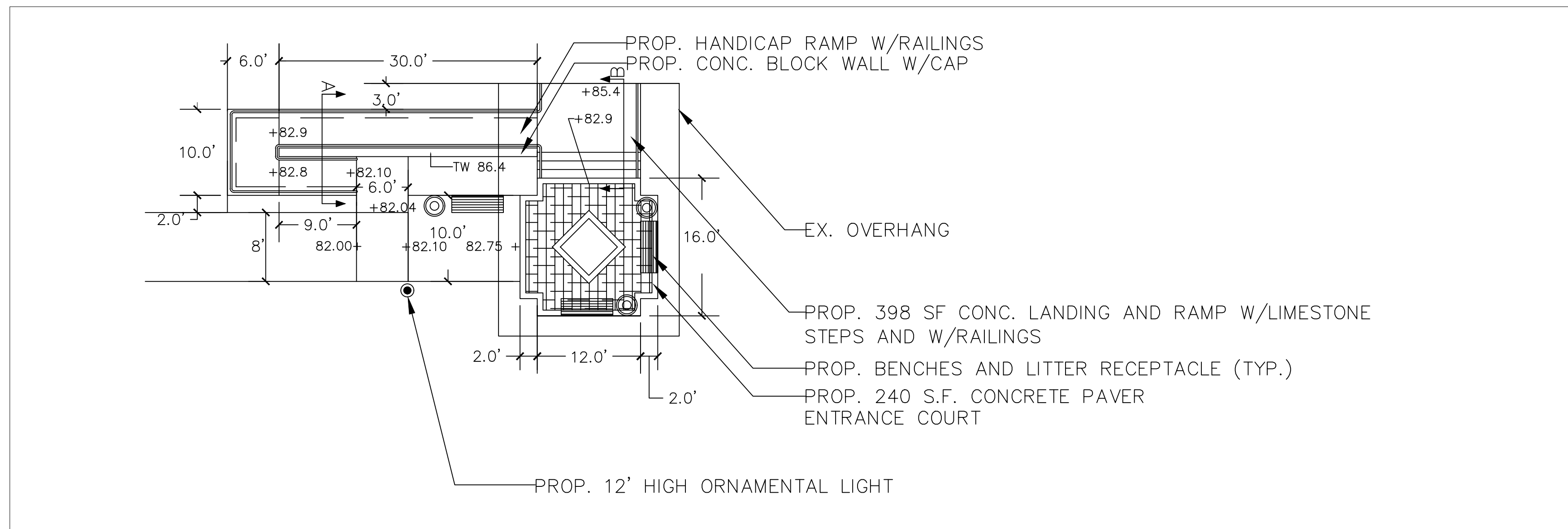


BREAKAWAY SIGN POST AND HANDICAP PARKING SIGN DETAIL
N.T.S.



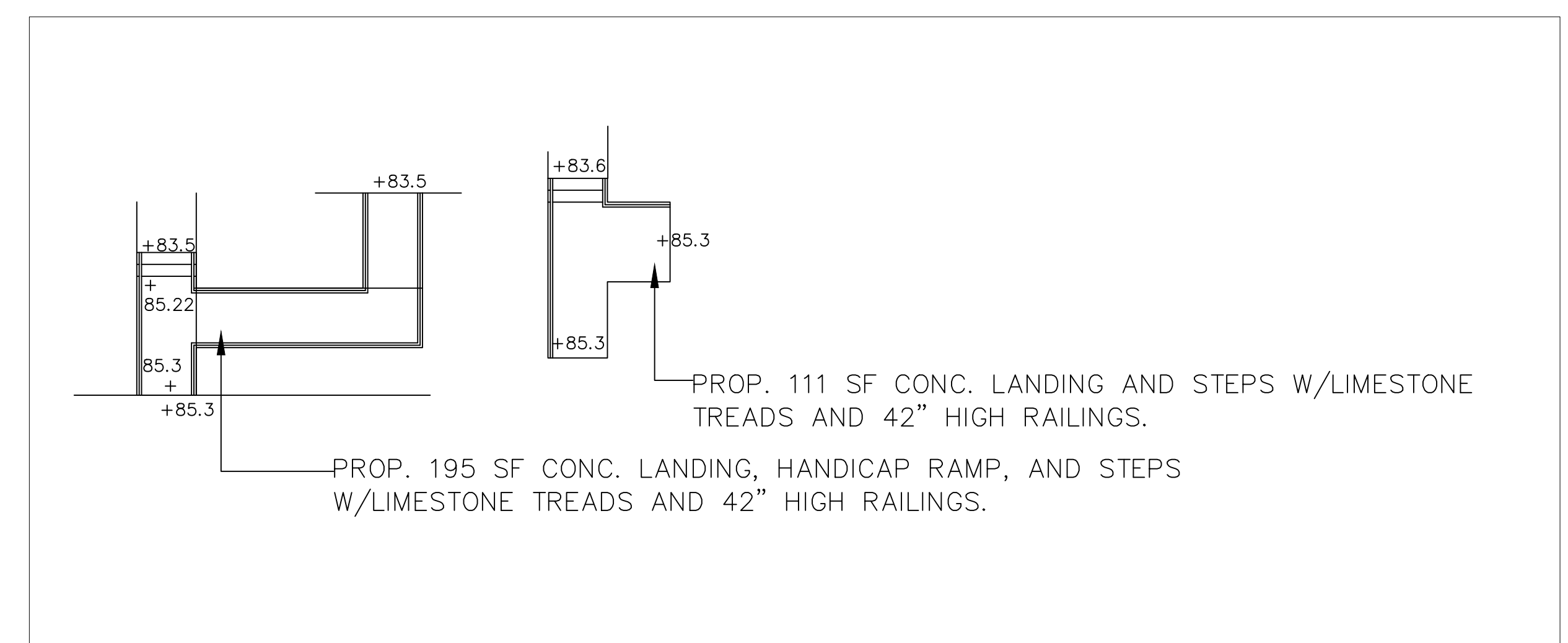
HANDICAP PARKING SIGN DETAIL
NOT TO SCALE

REVISIONS		TOWNSHIP OF PISCATAWAY ENGINEERING DIVISION	
		COMMUNITY DEVELOPMENT BUILDING PROP. PARKING LOT AND SITE IMPROVEMENTS DETAIL SHEET 1	
		SCALE: AS NOTED	DATE: JUNE 28, 2022
		DRAWN BY: H.S.H.	MAP NO.
		DESIGNED BY: H.S.H.	
		CHECKED BY: H.S.H.	SHEET 5 OF 6



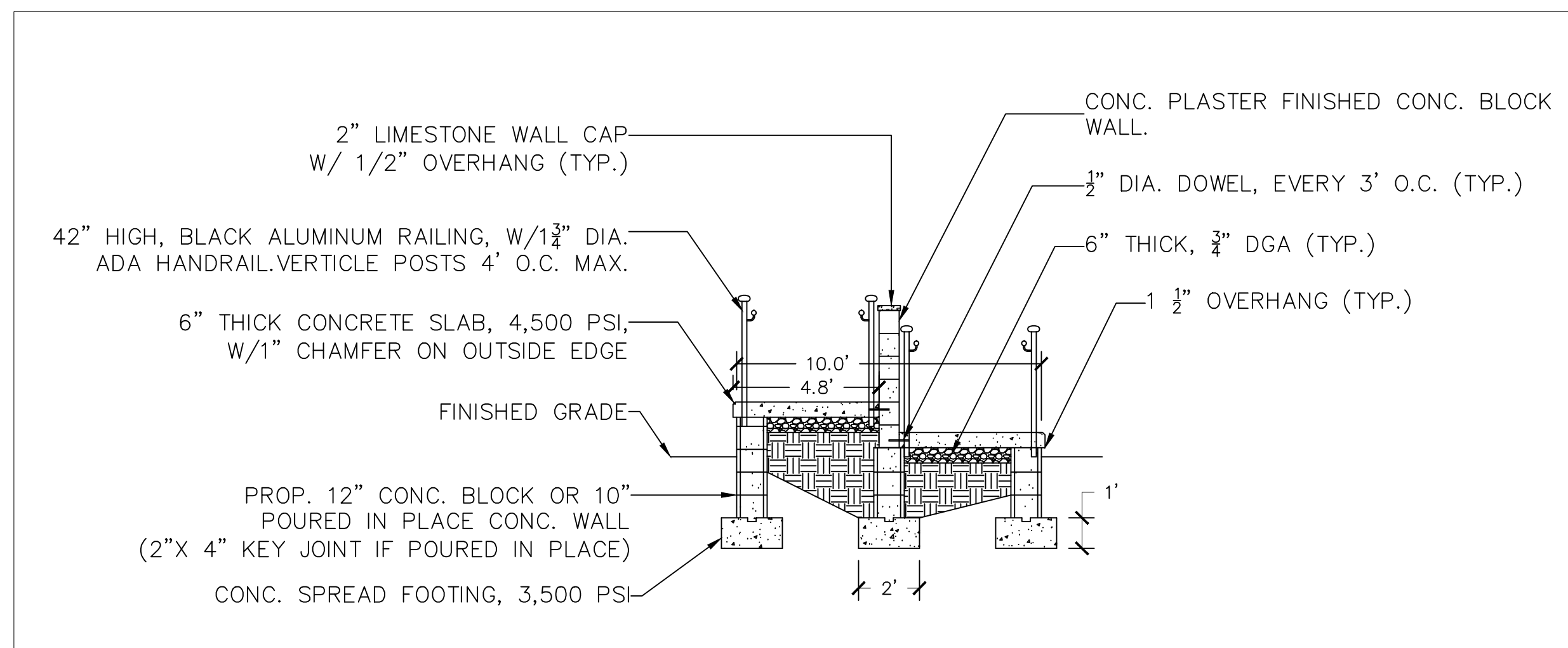
FRONT HANDICAP RAMP/ENTRANCE LAYOUT PLAN

SCALE: 1"= 10'-0"



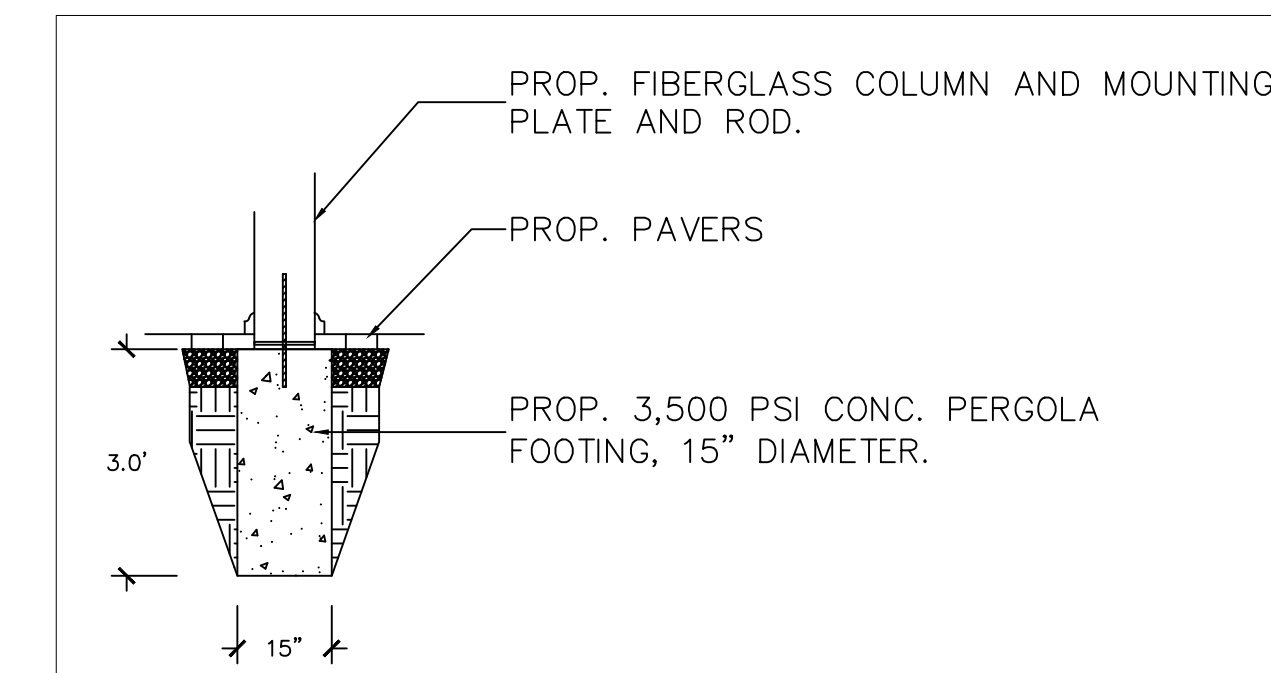
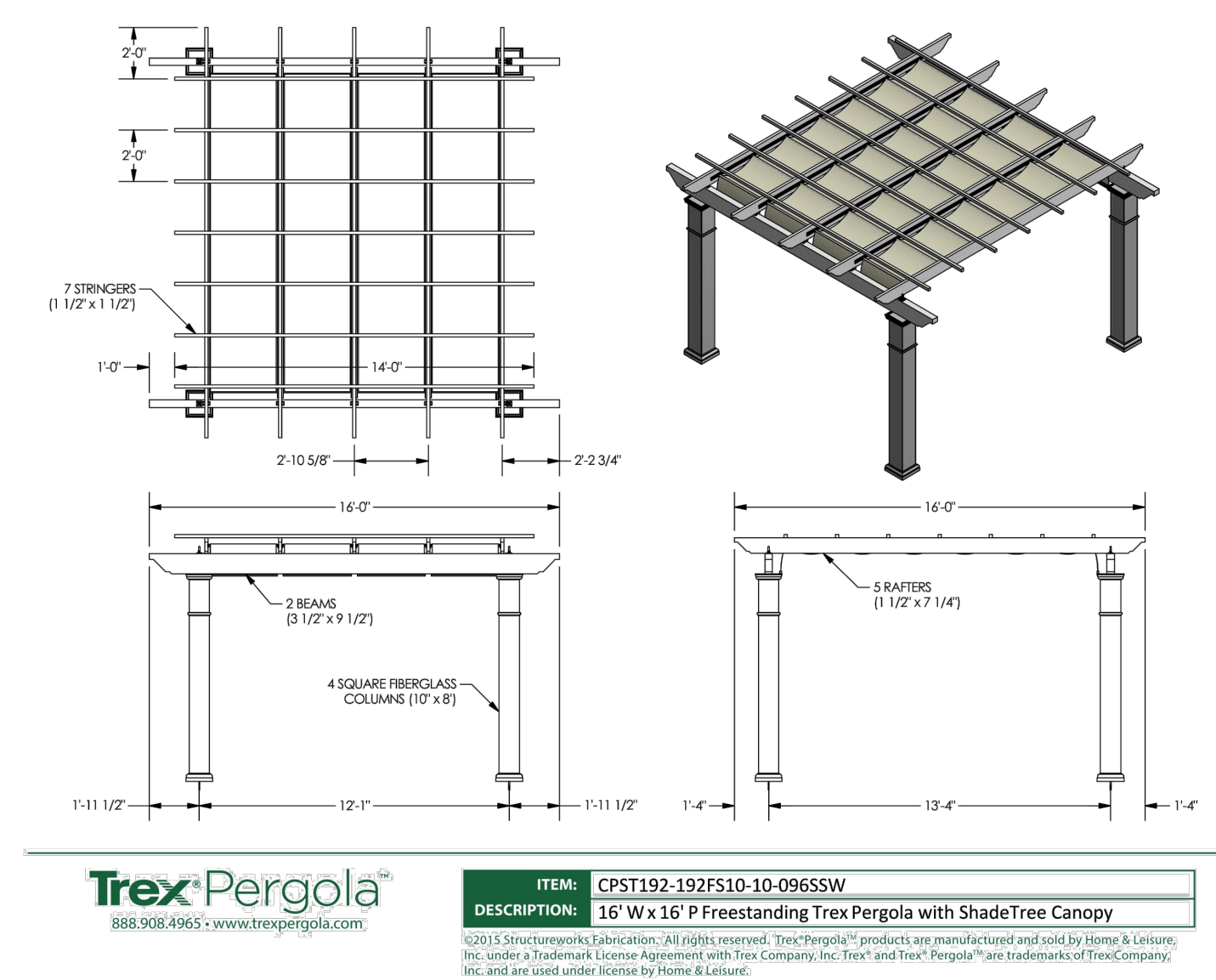
REAR HANDICAP RAMP/ ENTRANCES LAYOUT PLAN

SCALE: 1"= 10'-0"



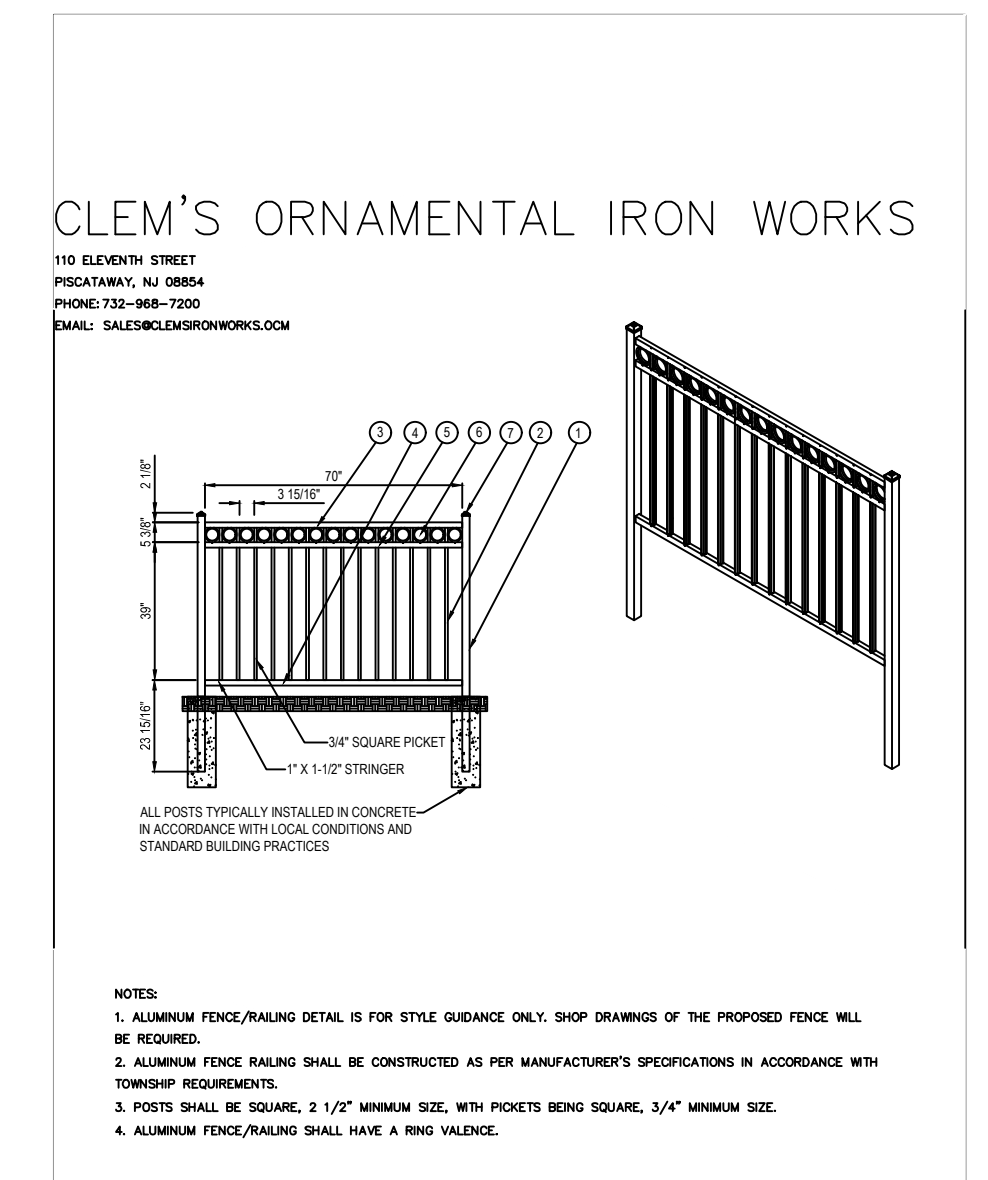
HANDICAP RAMP DETAIL/SECTION

SCALE: 1/4"= 1'-0"



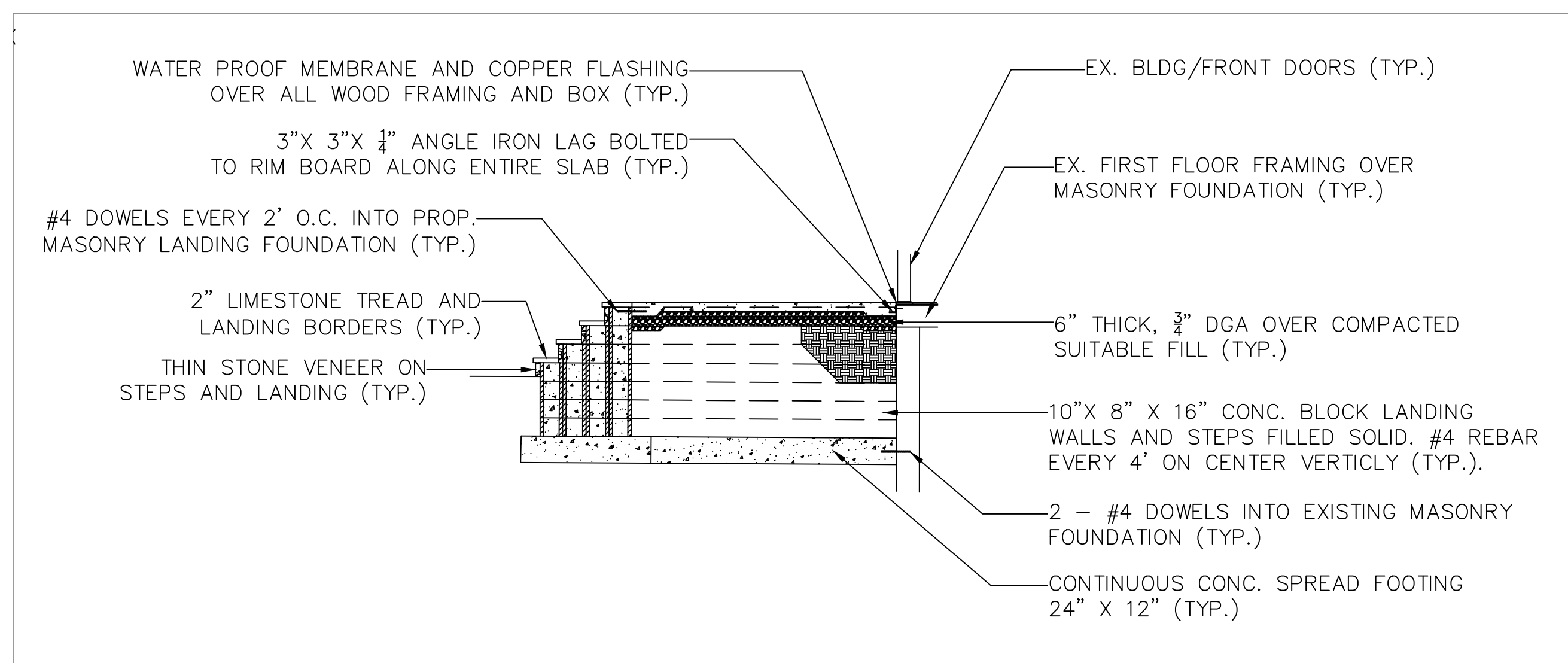
PERGOLA FOOTING DETAIL

N.T.S.



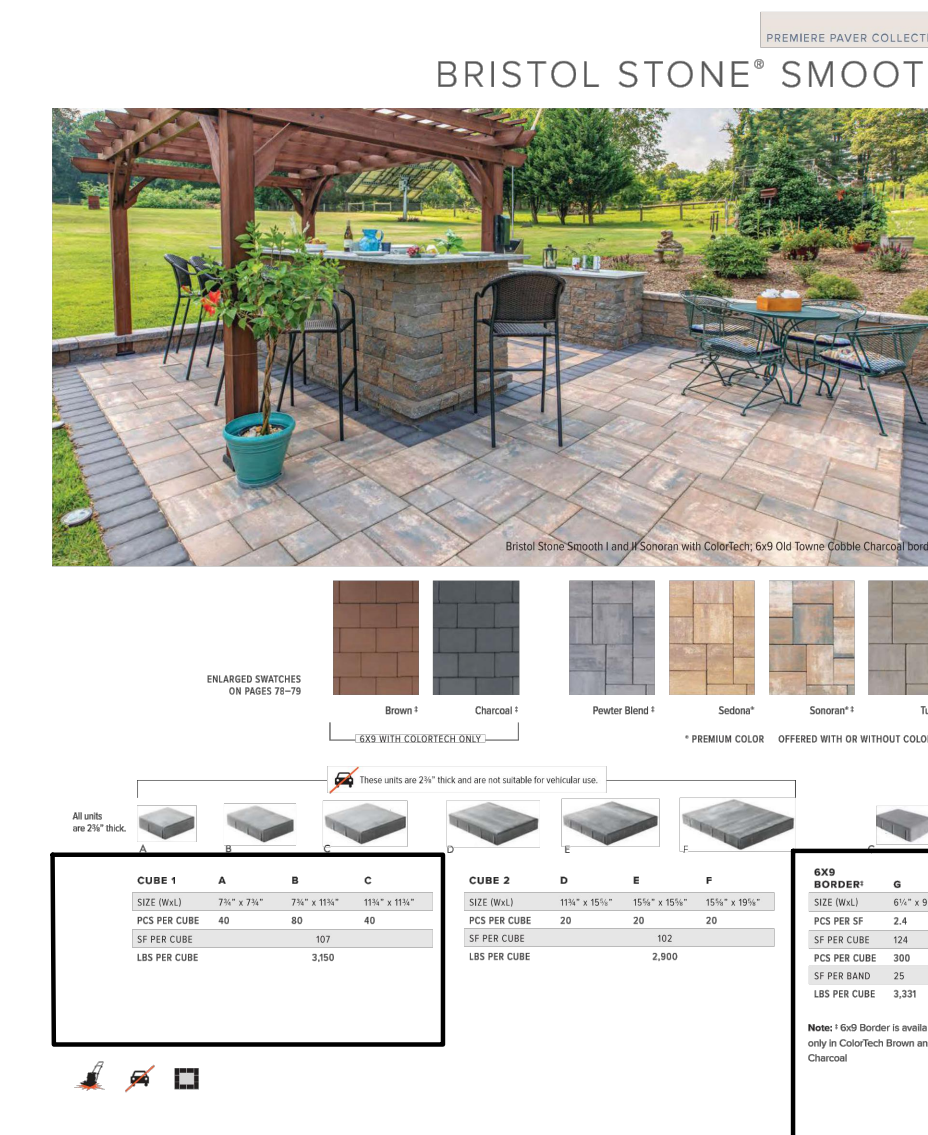
42" RAILING DETAIL

SCALE: NTS



ENTRANCE STAIRS/LANDING DETAIL (TYP.)

SCALE: 1/4"= 1'-0"



PAVER PATTERN DETAIL

SCALE: NTS

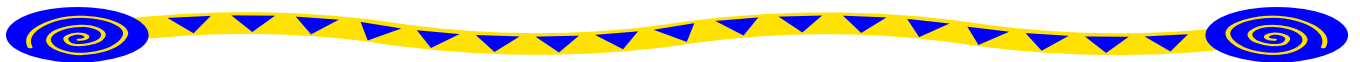
REVISIONS		TOWNSHIP OF PISCATAWAY ENGINEERING DIVISION	
		COMMUNITY DEVELOPMENT BUILDING PROP. PARKING LOT AND SITE IMPROVEMENTS DETAIL SHEET 2	
		SCALE: AS NOTED	DATE: JUNE 28, 2022
 HENRY H. OSTERSTIEN, ASLA LANDSCAPE ARCHITECT LICENSE NO. 42005		DESIGNED BY: H.S.H.	MAP NO.
		CHECKED BY: H.S.H.	SHEET 6 OF 6

THE TOWNSHIP OF PISCATAWAY



PROPOSAL SHEETS

Page 1-12



MARIA E. VALENTE-CAEMMERER

Purchasing Agent/Township Secretary

PROPOSAL

Proposed project known as **“COMMUNITY DEVELOPMENT BUILDING – PROPOSED PARKING LOT AND SITE IMPROVEMENTS”**

Gentlemen:

The undersigned hereby declare that they have carefully examined the site, plans, and specifications for the construction of the proposed project known as as **“COMMUNITY DEVELOPMENT BUILDING – PROPOSED PARKING LOT AND SITE IMPROVEMENTS”** for which receipt of bids has been advertised, and having examined the Special and General Instructions to Bidders, plans and specifications on file in the Office of Community Development, as well as the site of the work, will contract to do all of the work and furnish all the labor, supervision, materials, tools and equipment mentioned in the said plans and specifications, for the entire work in the manner prescribed therein, at the unit prices specified for the various items below and for the resulting lump sum given below.

The undersigned, its representatives, consultants or assistants agrees to save the Township of Piscataway, harmless with respect to any claim or claims of liability, which may be incurred by reason of, or in connection with the performance of said work including, but not limited to blasting work and the existence of open trenches.

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 60 days from date.

SCHEDULE OF PRICES

BASE BID PRICES

<u>ITEM</u>	<u>ESTIMATED</u>	<u>DESCRIPTION</u>
<u>NO.</u>	<u>QUANTITY</u>	

UNIT AND TOTAL PRICES WRITTEN IN BOTH WORDS AND NUMERICAL FIGURES

1. Lump Sum Site Clearance and Restoration, as shown on the plans, and as called for in the specifications, complete in place.

_____ Lump Sum \$_____.

Proposal

Community Development Building
Proposed Parking Lot and Site Improvements

2. Lump Sum Soil Erosion and Sediment Control Measures, as shown on the plans, and as called for in the specifications, complete in place.

_____ Lump Sum \$ _____.

3. 119 L.F. Remove Granite Block Curb, as shown on the plans, and as called for in the specifications, complete in place.

_____ Per L.F. \$ _____.

_____ Total \$ _____.

4. 242 L.F. 15” High Density Corrugated Polyethylene Drain Pipe, as shown on the plans, and as called for in the specifications, complete in place.

_____ Per L.F. \$ _____.

_____ Total \$ _____.

5. 3 Unit Construct Stormwater “B” Inlet, as shown on the plans, and as called for in the specifications, complete in place.

_____ Per Unit \$ _____.

_____ Total \$ _____.

6. 1 Unit Rebuild Existing Inlet, as shown on the plans, and as called for in the specifications, complete in place.

_____ Per Unit \$ _____.

_____ Total \$ _____.

7. 450 C.Y. Site Excavation, as shown on the plans, and as called for in the specifications, complete in place.

_____ Per C.Y. \$ _____.

_____ Total \$ _____.

8. Lump Sum 16’x 16’ PVC Pergola with Retractable Shade Canopy , as shown on the plans, and as called for in the specifications, complete in place.

Proposal

Community Development Building
Proposed Parking Lot and Site Improvements

_____ Per Unit \$ _____ .

_____ Total \$ _____ .

9. 1,035 L.F. Granite Block Curb, as shown on the plans, and as called for in the specifications, complete in place.

_____ Per L.F. \$ _____ .

_____ Total \$ _____ .

10. 2,825 S.F. Concrete Sidewalk/Pads, 4" Thick, as shown on the plans, and as called for in the specifications, complete in place.

_____ Per S.F. \$ _____ .

_____ Total \$ _____ .

11. 286 S.F. Reinforced Concrete Dumpster Pad, 6" Thick, as shown on the plans, and as called for in the specifications, complete in place.

_____ Per S.F. \$ _____ .

_____ Total \$ _____ .

12. 867 S.F. Concrete Pavers, as shown on the plans, and as called for in the specifications, complete in place.

_____ Per S.F. \$ _____ .

_____ Total \$ _____ .

13. 2,373 S.Y. Dense Graded Aggregate Base Course, 3" Thick, as shown on the plans, and as called for in the specifications, complete in place.

_____ Per S.Y. \$ _____ .

_____ Total \$ _____ .

14. 400 Tons Hot Mix Asphalt Base Course 19H64, 3" Thick, as shown on the plans, and as called for in the specifications, complete in place.

_____ Per Ton \$ _____ .

Proposal

Community Development Building
Proposed Parking Lot and Site Improvements

_____ Total \$ _____.

15. 267 Tons Hot Mix Asphalt Surface Course 9.5M64, 2" Thick, as shown on the plans, and as called for in the specifications, complete in place.

_____ Per Ton \$ _____.

_____ Total \$ _____.

16. 14 Units Refractor Globe Light Fixtures on 14' high, Fluted Poles, as shown on the plans, and as called for in the specifications, complete in place.

_____ Per Unit \$ _____.

_____ Total \$ _____.

17. 2 Units Refractor Globe Light Fixtures on 12' high, Fluted Poles, as shown on the plans, and as called for in the specifications, complete in place.

_____ Per Unit \$ _____.

_____ Total \$ _____.

18. 1 Unit Building Mounted Refractor Globe Light Fixture, as shown on the plans, and as called for in the specifications, complete in place.

_____ Per Unit \$ _____.

_____ Total \$ _____.

19. Lump Sum Site Lighting Installation, Including Footings and Conduit, as shown on the plans, and as called for in the specifications, complete and in place.

_____ Lump Sum \$ _____.

20. 1 Units 48" Square ADA Tables w/3 seats, as shown on the plans, and as called for in the specifications, complete in place.

_____ Per Unit \$ _____.

_____ Total \$ _____.

21. 1 Unit 48” Square Tables w/4 seats, as shown on the plans, and as called for in the specifications, complete in place.

_____ Per Unit \$ _____.

_____ Total \$ _____.

22. 4 Units 6’ Powder Coated Steel Bench, as shown on the plans, and as called for in the specifications, complete in place.

_____ Per Unit \$ _____.

_____ Total \$ _____.

23. 4 Units Powder Coated Litter Receptacle, as shown on the plans, and as called for in the specifications, complete in place.

_____ Per Unit \$ _____.

_____ Total \$ _____.

24. 3 Units Bicycle Rack Loops as shown on the plans, and as called for in the specifications, complete in place.

\$ _____ Per Unit \$ _____.

\$ _____ Total \$ _____.

THE FOLLOWING UNITS AND EXTENDED COSTS SHOULD BE USED TO DETERMINE THE LUMP SUM LANDSCAPING AMOUNT FOR THE FOLLOWING ITEM NUMBER 25.

14 Units Red Sunset Maple (Acer Rubrum Red Sunset), 2-½”-3” Caliper, B&B, as called for in the specifications, complete in place.

\$ _____ Per Unit \$ _____.

\$ _____ Total \$ _____.

8 Units Green Vase Zelkova (Zelkova Serrata Green Vase), 2-½”-3” Caliper, B&B, as called for in the specifications, complete in place.

\$ _____ Per Unit \$ _____.

\$ _____ Total \$ _____.

3 Units Stellar Pink Rutgers Dogwood (Cornus Rutgan Stellar Pink), 8'-10'Ht., B&B, as called for in the specifications, complete in place.

\$ _____ Per Unit \$ _____

\$ _____ Total \$ _____

2 Units Tuskaegee Crape Myrtle (Lagerstroemia x Tuskegee Pink), 7'-8' Ht., #15 can, as called for in the specifications, complete in place.

\$ _____ Per Unit \$ _____

\$ _____ Total \$ _____

3 Units Yoshino Cherry (Prunus x Yeodensis), 2-1/2"-3" Caliper, B&B, as called for in the specifications, complete in place.

\$ _____ Per Unit \$ _____

\$ _____ Total \$ _____

1 Unit Heritage River Birch (Betulus Nigra Heritage), 10'-12' Ht., B&B, as called for in the specifications, complete in place.

\$ _____ Per Unit \$ _____

\$ _____ Total \$ _____

10 Units Girards Crimson Azalea (Azalea Girardi Crimson) , 18"-24" height, #3 can, as called for in the specifications, complete in place.

\$ _____ Per Unit \$ _____

\$ _____ Total \$ _____

35 Units Winter Gem Boxwood (Buxus Microphylla Winter Gem), 18"-24" height, #3 can, as called for in the specifications, complete in place.

\$ _____ Per Unit \$ _____

\$ _____ Total \$ _____

7 Units China Girl/Boy Holly (Ilex Meservea China Girl/Boy), 24"-30" height, #5 can, as called for in the specifications, complete in place.

\$ _____ Per Unit \$ _____ . _____

\$ _____ Total \$ _____ . _____

2 Units Steeds Japanese Holly (Ilex Crenata Steeds, 24"-30" height, #5 can, as called for in the specifications, complete in place.

\$ _____ Per Unit \$ _____ . _____

\$ _____ Total \$ _____ . _____

5 Units Compact Inkberry Holly (Ilex Glabra Compacta), 18"-24" height, #3 can, as called for in the specifications, complete in place.

\$ _____ Per Unit \$ _____ . _____

\$ _____ Total \$ _____ . _____

6 Units Ruby Slippers Oak Leaf Hydrangea (Hydrangea Quercifolia Ruby Slippers, 24"-30" height, #5 can, as called for in the specifications, complete in place.

\$ _____ Per Unit \$ _____ . _____

\$ _____ Total \$ _____ . _____

11 Units PJM Rhododendron (Rhododendron PJM), 24"-30" height, #5 can, as called for in the specifications, complete in place.

\$ _____ Per Unit \$ _____ . _____

\$ _____ Total \$ _____ . _____

10 Units Delaware Valley White Azalea (Azalea Delaware Valley White), 18"-24" height, #3 can, as called for in the specifications, complete in place.

\$ _____ Per Unit \$ _____ . _____

\$ _____ Total \$ _____ . _____

20 Units Little Henry Virginia Sweetspire (Itea Virginica Little Henry), 18"-24" height, #3 can, as called for in the specifications, complete in place.

\$ _____ Per Unit \$ _____ . _____

\$ _____ Total \$ _____ . _____

25 Units Old Gold Juniper (*Juniperus Chinensis* Old Gold), 18"-24", #3 can, as called for in the specifications, complete in place.

\$ _____ Per Unit \$ _____ . _____

\$ _____ Total \$ _____ . _____

92 Units Sargent Juniper (*Juniperus Chinensis* Sargentii), 18"-24", #3 can, as called for in the specifications, complete in place.

\$ _____ Per Unit \$ _____ . _____

\$ _____ Total \$ _____ . _____

6 Units Upright Hetzi Juniper (*Juniperus Chinensis* Hetzi Columnaris), 5'-6' height, B&B, as called for in the specifications, complete in place.

\$ _____ Per Unit \$ _____ . _____

\$ _____ Total \$ _____ . _____

12 Units Schipka Cherry Laurel (*Prunus Laurocerasus* Schipka), 24"-30" height, #5 can, as called for in the specifications, complete in place.

\$ _____ Per Unit \$ _____ . _____

\$ _____ Total \$ _____ . _____

33 Units Pink Drift Rose (*Rosa* Drift), 18"-24", #3 can, as called for in the specifications, complete in place.

\$ _____ Per Unit \$ _____ . _____

\$ _____ Total \$ _____ . _____

14 Units Magic Carpet Spirea (*Spirea Japonica* Magic Carpet) 18"-24", #3 can, as called for in the specifications, complete in place.

\$ _____ Per Unit \$ _____ . _____

\$ _____ Total \$ _____ . _____

3 Units Blue Muffin Arrowwood Viburnum (Viburnum Dentatum Blue Muffin) 2'-3' Ht, #5 can, as called for in the specifications, complete in place.

\$ _____ Per Unit \$ _____ . _____

\$ _____ Total \$ _____ . _____

70 Units Feather Reed Grass (Calamagrotis A. Karl Forester), 2 Gal., #2 can, as called for in the specifications, complete in place.

\$ _____ Per Unit \$ _____ . _____

\$ _____ Total \$ _____ . _____

9 Units Vision in Pink Astilbe (Astilbe Vision in Pink), 1 Gal., #1 can, as called for in the specifications, complete in place.

\$ _____ Per Unit \$ _____ . _____

\$ _____ Total \$ _____ . _____

25 Units Stela De Oro Daylily (Hemerocallis Stela De Oro), 1 Gal., #1 can, as called for in the specifications, complete in place.

\$ _____ Per Unit \$ _____ . _____

\$ _____ Total \$ _____ . _____

15 Units Variegated Hosta (Hosta Variegata), 1 Gal., #1 can, as called for in the specifications, complete in place.

\$ _____ Per Unit \$ _____ . _____

\$ _____ Total \$ _____ . _____

23 Units Walker's Low Catmint (Nepeta Walker's Low), 1 Gal., #1 can, as called for in the specifications, complete in place.

\$ _____ Per Unit \$ _____ . _____

\$ _____ Total \$ _____ . _____

17 Units Zagreb Threadleaf Coreopsis (Coreopsis Vert. Zagreb), 1 Gal., #1 can, as called for in the specifications, complete in place.

\$ _____ Per Unit \$ _____ .

\$ _____ Total \$ _____ .

49 Units Big Blue Lily Turf (Liriope Muscari Big Blue), 1 Gal., #1 can, as called for in the specifications, complete in place.

\$ _____ Per Unit \$ _____ .

\$ _____ Total \$ _____ .

25. Lump Sum Landscaping, as shown on the plans, and as called for in the specifications, complete in place.

_____ Lump Sum \$ _____ .

26. 3,600 S.Y. Topsoil (4" Thick), Fertilize, Seed, and Mulch, as shown on the plans, and as called for in specifications, complete in place.

_____ Per S.Y. \$ _____ .

_____ Total \$ _____ .

27. Lump Sum Striping, Signs, and Tire Stops, as shown on the plans, and as called for in the specifications, complete in place.

_____ Lump Sum \$ _____ .

28. Lump Sum Modify Exist 6' high, Chain Link Fence and Add Double 12.5' Access Gates, as shown on the plans, and as called for in the specifications, complete in place.

_____ Lump Sum \$ _____ .

29. 60 L.F. 6' High, Black Chain Link Fence Dumpster Enclosure w/PVC Privacy Slats and Gates, as shown on the plans, and as called for in the specifications, complete in place.

_____ Per L.F. \$ _____ .

_____ Total \$ _____ .

30. 7 Units 6" Diameter Concrete Filled Bollards with PVC Covers, as shown on the plans, and as called for in the specifications, complete in place.

Proposal

**Community Development Building
Proposed Parking Lot and Site Improvements**

_____ Per Unit \$ _____.

_____ Total \$ _____.

31A. Lump Sum Front Handicap Ramp, Entrance Steps, and Landing, as shown on the plans, and as called for in the specifications, complete in place.

_____ Lump Sum \$ _____.

32A. Lump Sum Rear Handicap Ramp, Entrance Steps, and Landings, as shown on the plans, and as called for in the specifications, complete in place.

_____ Lump Sum \$ _____.

**TOTAL SUM OF BASE BID ITEMS 1 THROUGH 30 INCLUSIVE.
(Total bid to be written in both words and numerical figures.)**

\$ _____

**TOTAL SUM OF BASE BID AND ALTERNATE ITEMS 1 THROUGH 32A INCLUSIVE.
(Total bid to be written in both words and numerical figures.)**

\$ _____

THE WORK UNDER THIS CONTRACT SHALL BE COMPLETED WITHIN 60 CONSECUTIVE CALENDAR DAYS.

Accompanying this Proposal is a Proposal Guaranty in a form of a _____

for the sum of _____ \$ _____
payable to the Township of Piscataway which we hereby agree to be forfeited as liquidated

damages, and not as a penalty, if in case the sum _____

_____ is found to be the lowest submitted in the manner required and is accepted by the Township of Piscataway, and if the undersigned shall fail to execute a contract with your Honorable Body under the conditions of this Proposal or to furnish the bond required within the time provided therefore. Otherwise, said guaranty is to be returned to the undersigned.

If the bidder is a corporation or partnership, state name in full.

_____ Bidders must submit prices and proposal security for all base and alternate items 1 through 32A inclusive.

_____ BUSINESS NAME: _____

AUTHORIZED REPRESENTATIVE: (PRINT): _____

SIGNED: _____

ADDRESS: _____

DATE: _____

TELEPHONE NUMBER: _____

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

TOWNSHIP OF PISCATAWAY

SAMPLE OF FORMS THAT WILL BE REQUIRED ONCE AWARDED

SAMPLE-AA-201

SAMPLE-AA-202

SAMPLE-AA-302

SAMPLE-W-9- May be submitted.

SAMPLE-INSURANCE CERTIFICATE

SAMPLE-ST-13 FORM

SAMPLE-PERFORMANCE BOND FORM.

**THESE SAMPLE FORM DOES NOT HAVE TO BE RETURNED
WITH BID DOCUMENTS.**

TOWNSHIP WILL ONLY ACCEPT OUR DOCUMENTS:

PERFORMANCE BOND PAYMENTS FORM

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

SAMPLE

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

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.

SAMPLE

Performance Payment Bond

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 Princip

SAMPLE

Attest :

Surety
By: _____ (s)
Attorney-in-fact

Surety Secretary

SEAL :

Address

Witness as to Surety

Address

Township of Piscataway

Appendix Section

PISCATAWAY PERFORMANCE FORM WILL ONLY BE ACCEPTABLE.

A. Model Performance Bond Form - *Sample*

B. Surety Disclosure Statement and Certification – *Sample*

C. PISCATAWAY BID BOND FORM INCLUDED IN THE BID
REQUIRED DOCUMENTS. PISCATAWAY BID BOND
FORM WILL ONLY BE ACCEPTABLE.

STATE OF NEW JERSEY

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

Official Use Only

Assignment

Code

FORM AA-201

Revised 11/11

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

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 AWARDCING CONTRACT Name: Address:	
3. NAME AND ADDRESS OF PRIME CONTRACTOR (Name) (Street Address) (City) (State) (Zip Code)		CONTRACT NUMBER DATE OF AWARD DOLLAR AMOUNT OF AWARD	
4. IS THIS COMPANY MINORITY OWNED <input type="checkbox"/> OR WOMAN OWNED <input type="checkbox"/>		6. NAME AND ADDRESS OF PROJECT Name: Address:	7. PROJECT NUMBER
		COUNTY	8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES <input checked="" type="checkbox"/>

9. TRADE OR CRAFT	PROJECTED TOTAL EMPLOYEES				PROJECTED MINORITY EMPLOYEES				PROJECTED PHASE - IN DATE	PROJECTED COMPLETION DATE
	MALE		FEMALE		MALE		FEMALE			
	J	AP	J	AP	J	AP	J	AP		
1. ASBESTOS WORKER										
2. BRICKLAYER OR MASON										
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										

Sample - AA201

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)

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

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.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Applicants Company Name and Address	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 (ACORD LTR #)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
1	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PERIOD <input type="checkbox"/> SUBJECT <input type="checkbox"/> LOCATION	Policy Number		Term	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Policy Number		Term	CORRECTED SINGLE LIMIT (EA OCCURRENCE) \$ \$1,000,000 BODILY INJURY (EA OCCURRENCE) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
2	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	Policy Number		Term	EACH OCCURRENCE \$ \$2,000,000 AGGREGATE \$ \$ \$
3	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORS/PARTNERS/EXECUTIVE OFFICERS/EMBER EXCLUDED? If yes, describe below SPECIAL PROVISIONS below OTHER	Policy Number If applicable		Term	<input type="checkbox"/> WC STATUS <input type="checkbox"/> OTHER <input type="checkbox"/> TORT LIMITS E.L. EACH ACCIDENT \$ \$100,000 E.L. DISEASE - EA EMPLOYEE \$ \$100,000 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
---	---

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.		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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<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) ▶		
	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 to 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 *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1, *So sign What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social Security number								
OR								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶

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.*

CONTRACTOR'S NEW JERSEY
TAX REGISTRATION NUMBER

SAMPLE

To be completed by contractor
and retained by seller.

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 as registered with the New Jersey Division of Taxation

SAMPLE

Address of Contractor

Signature of Contractor or Authorized Employee

See INSTRUCTIONS on reverse side.

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.

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1235-0008
Expires: 01/31/2015

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS

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	(4) DAY AND DATE OT OR ST. HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
							FICA	WITH- HOLDING TAX		OTHER	TOTAL DEDUCTIONS	
			O									
			S									
			O									
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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 _____

SAMPLE

(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.

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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		3. F ID or SS Number		
1. Name and address of Prime Contractor (NAME)		2. Contractor ID Number	4. Reporting Period	
(ADDRESS)		5. Public Agency Awarding Contract Date of Award		
(CITY) (STATE) (ZIP CODE)		6. Name and Location of Project County		
		7. Project ID Number		

8. CONTRACTOR NAME (LIST PRIME CONTRACTOR WITH SUBS FOLLOWING)	9. PERCENT OF WORK COMPLETED	10. TRADE OR CRAFT	CLASSIFICATION (SEE REVERSE)	11. NUMBER OF EMPLOYEES						12. TOTAL	13. WORK HOURS		14. % OF WORK HRS		15. CUM. WORK HRS		16. CUM. % OF W/H			
				A.	B.	C.	D.	E.	F.	NO. OF MIN. EMP.	TOTAL WORK HOURS	A.	B.	A.	B.	TOTAL WORK HOURS	A.	B.	A.	B.
				TOTAL	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	FEMALES			MIN. W/H	FEMALE W/H	% OF MIN. W/H	% OF FEMALE W/H		MIN. HOURS	FEMALE HOURS	% OF MIN. W/H	% OF FEM. W/H
			J																	
			AP																	
			J																	
			AP																	
			J																	
			AP																	
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			AP																	
			J																	
			AP																	

SAMPLE

17. COMPLETED BY (PRINT OR TYPE)

(NAME)	(SIGNATURE)	(TITLE)

(AREA CODE)	(TELEPHONE NUMBER)	(EXT.)	(DATE)

THE TOWNSHIP OF PISCATAWAY



LAST PAGE