TOWNSHIP OF PISCATAWAY MIDDLESEX COUNTY NEW JERSEY

TOWNSHIP OF PISCATAWAY

2022-THIRD AVENUE ROAD IMPROVEMENTS

MAYOR

BRIAN WAHLER

PISCATAWAY TOWNSHIP COUNCIL

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

BUSINESS ADMINISTRATOR

TIMOTHY J. DACEY

TOWNSHIP CLERK

MELISSA A. SEADER

PROJECT MANAGER

JOSEPH HERRERA, CFM/NAIK CONSULTING GROUP COMMUNITY DEVELOPMENT/ENGINEERING 455 HOES LANE PISCATAWAY, NJ 08854

ANY QUESTIONS MUST BE E-MAILED TO <u>Purchasing@piscatawaynj.org</u> NO LATER THAN May 17, 2022. @ 12noon. PHONE CALLS WILL <u>NOT BE</u> ACCEPTED THERE WILL BE NO EXCEPTIONS.

Bid Opening	Date:	Thursda	ıy, May 2	6, 2022	AT 2:0	00 PM
BIDDER:						
ADDRESS:						
TEL. NO.:						
EMAII.						
EMAIL:						

NOTICE TO BIDDERS

BID NO: 2022-01-03

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, MAY 26, 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-THIRD AVENUE ROAD 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-THIRD AVENUE ROAD 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 bid. The Municipal building is closed to the public due to the Covid-19.

PLEASE, MAKE SURE TO DROP OFF YOUR SEALED BID BY OR BEFORE 12:00NOON ON 5/26/2022. BID WILL BE OPEN 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: MAY 17, 2022 by 12 Noon, E-mail only to: Purchasing@piscatawaynj.org

Addenda 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-THIRD AVENUE ROAD IMPROVEMENTS Time: May 26, 2022 02:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

https://us02web.zoom.us/j/83895333416?pwd=UnU4TnBCTVJXdWpVVjkzZzlmYWNTZz09

Meeting ID: 838 9533 3416

Passcode: 599696 One tap mobile

+13126266799,,83895333416#,,,,*599696# US (Chicago) +16468769923,,83895333416#,,,,*599696# 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: 838 9533 3416

Passcode: 599696

Bid Packet Marked "ORIGINAL" and (1) Photo Copy of the Original "TRUE COPY"

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

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

Bid NO: 2022-01-03

TOWNSHIP OF PISCATAWAY: "THIRD AVENUE ROAD IMPROVEMENTS"

PRE-BID Conference / Site Visit Date: N/A-CONTRACTORS ARE STRONGLY ENCOURAGED TO VISIT THE PROJECT LOCATION.

Bidder's Electronic Question Due Date: MAY 17, 2022 @12NOON

Purchasing@piscatawaynj.org

Please, make sure your Sealed Bid is dropped off by or before 12NOON on 5/26/2022.

Bid Submission Due Date: THURSDAY, MAY 26, 2022 - 2 PM Via Zoom

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.

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-THIRD AVENUE ROAD IMPROVEMENTS

Time: May 26, 2022 02:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

https://us02web.zoom.us/j/83895333416?pwd=UnU4TnBCTVJXdWpVVjkzZzImY

WNTZz09

Meeting ID: 838 9533 3416

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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: 838 9533 3416

Passcode: 599696

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.

<u>REQUIRED:</u> (1) a Photo Copy of the Original Bid Clearly Marked "TRUE COPY" No original documents in the true copy.

PLEASE, MAKE SURE YOUR SEALED BID ARRIVES BEFORE OR BY 12 NOON 5/26/2022.

BID WILL BE OPEN VIA ZOOM AT 2PM.

Bid No: 2022-01-03

THE TOWNSHIP OF PISCATAWAY



INSTRUCTIONS TO BIDDERS

PAGES 1-57



MARIA E. VALENTE-CAEMMERER

Purchasing Agent/Township Secretary

BID BOILER PLATE

CONSTRUCTION PROJECT

Revised June 2018

Piscataway

CONSTRUCTION PROJECT

Bid Specifications & General Requirements For

THIRD AVENUE ROAD IMPROVEMENTS

BID NO: 2022-01-03

Thursday, MAY 26, 2022_

Bid Opening Date

2:00 p.m.
Bid Opening Time
"Broadcast live Via ZOOM"

Opening Location: 455 Hoes Lane

Piscataway, NJ 08854

MARIA E. VALENTE-CAEMMERER

Purchasing Agent/Township Secretary

PW Bid 2 | P a g e

The Township of Piscataway

REQUEST FOR BIDS CONSTRUCTION ROAD IMPROVEMENTS 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: 2022-01-03 THIRD AVENUE ROAD IMPROVEMENTS

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

Joseph Herrera, CFM

Department of Community Development/Division of Engineering

455 Hoes Lane

Piscataway, NJ 08854

Purchasing Agent

Township of Piscataway, NJ

Phone: 732-562-2320

E-mail: purchasing@piscatawaynj.org

Bidders may contact the Purchasing office by E-mail only at: Purchasing@piscatawaynj.org regarding questions or additional information about the bid specifications. **By MAY 17, 2022 @12noon**.

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

Title: THIRD AVENUE ROAD IMPROVEMENTS

BID NO: **2022-01-03**Bidders Name:
Bidders Address:

Date: Thursday, MAY 26, 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 ZOOM meeting, prior to the advertised date and time. On the advertised date and time, the Purchasing Agent shall publicly receive and open all bids. LIVE BROADCAST VIA ZOOM. No bids shall be received after the time designated in the advertisement. (N.J.S.A. 40A:11-1 et. seq.,)The Township of Piscataway does not accept electronic (e-mail) submission of bids.

PW Bid 3 | P a g e

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

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

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-THIRD AVENUE ROAD IMPROVEMENTS

Time: May 26, 2022 02:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

https://us02web.zoom.us/j/83895333416?pwd=UnU4TnBCTVJXdWpVVjkzZzlmYWNTZz09

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+1 301 715 8592 US (Washington DC)

Meeting ID: 838 9533 3416

Passcode: 599696

N/A There will be a pre-bid meeting on While attendance is not mandatory, all prospective bidders are strongly encouraged to attend this important meeting, which will be held in the, at a.m. CONTRACTOR IS ALWAYS ENCOURGE TO GO TO VIEW THE ROAD PROJECT.
All bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., Affirmative Action Against Discrimination (N.J.A.C. 17:27-1 et seq.) An Initial Project Workforce Report will be required from the successful contractor. (Form AA-201).
Statement of Ownership Requirement: Pursuant to N.J.S.A. 52:25-24.2, Bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership.
Each bid shall be accompanied by a bid bond, cashier's check or certified check made payable to the Township of Piscataway, for ten percent (10%) of the amount of the total bid, however, not to exceed \$20,000.00.
Bidders are required by law to submit a Statement of Ownership Disclosure form statement setting forth the names and addresses of all persons and entities that own ten (10%) percent or more of its stock or interest of any type at all levels of ownership.
The bid package will also include other documents that must be completed and returned with the bid. Failure to comply with Instructions to Bidders and to complete and submit all required forms, may be cause for disqualification and rejection of the bid.
All contractors named in this proposal, shall possess a valid Public Works Contractor's Registration Certificate pursuant to N.J.S.A. 34:11-56.48 et seq., at the time the proposal is received by the Township of Piscataway. The Township of Piscataway reserves the right to reject any or all bids, pursuant to N.J.S.A. 40A:11-1 et. seq., and to waive any informalities that may be in the best interest of the Township.
MARIA E. VALENTE-CAEMMERER
Purchasing Agent/Township Secretary
PW Bid 5 P a g e

THE TOWNSHIP OF PISCATAWAY JOSEPH HERRERA CFM/NAIK CONSULTING GROUP REQUEST FOR BIDS CONSTRUCTION PROJECT

CONSTRUCTION PROJECT

Bid Advertisement

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

BID NO: 2022-01-03 THIRD AVENUE ROAD IMPROVEMENTS

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

Project manager Contact Person COMMUNITY DEVELOPMENT / DIVISION OF ENGINEERING

455 Hoes Lane

ADDRESS

PISCATAWAY, NJ 08854

City, State Zip

E-mail: PURCHASING@PISCATAWAYNJ.ORG

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

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

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

Title: THIRD AVENUE ROAD IMPROVEMENTS

BID NO: 2022-01-03

Bidders Name Bidders Address

Date: Thursday, May 26, 2022

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

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

PW Bid 6 | P a g e

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

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

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:

Piscataway Purchasing is inviting you to a scheduled Zoom meeting.

Topic: 2022-THIRD AVENUE ROAD IMPROVEMENTS

Time: May 26, 2022 02:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

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Meeting ID: 838 9533 3416

Passcode: 599696

One tap mobile

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+1 646 876 9923 US (New York)

+1 301 715 8592 US (Washington DC)

Meeting ID: 838 9533 3416

Passcode: 599696

PW Bid 7 | P a g e

There will be a pre-bid meeting on N/A mandatory, all prospective bidders are strongly en	. While attendance is not couraged to view the road project site.		
All bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., Affirmative Action Against Discrimination (N.J.A.C. 17:27-1 et seq.). An Initial Project Workforce Report will be required from the successful contractor. (Form AA-201).			
Contractors bidding on this project are to comply of Act pursuant to N.J.S.A. 34:11-56.25 et seq.	with the requirements of the New Jersey Prevailing Wage		
	hier's check or certified check made payable to the The f the amount of the total bid, however, not to exceed		
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		

PW Bid 8 | P a g e

TABLE OF CONTENTS

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

Section Title			
BID SPECIFICATIONS & GENERAL REQUIREMENTS			
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	Ethics in Purchasing Statement to Vendors		
	Advisory Information for Bidders		
	Promptness of Bid Submittal		
	2. Parking		
	3. Mail		
	4. UPS/FED EX		
	5. Hand Deliver Bids – Suggested Practice		
	Bid Checklist (A)		
	Reminder Checklist (B)		
	Return the entire original bid packet intact by the indicated deadline.		
GENE	RAL SPECIFICATIONS (for Bidding)		
			
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3	Bid Opening		
4	Affirmative Action Requirements		
5	American Goods		
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8	Architect or Construction Contract Disputes; Alternate Dispute Resolution Process		
9	Bid Guarantee and Bonding Requirements		
10	Township Performance Payment Bond Form and Instructions		
11	Bid Proposal Form		
12	Bidder Comment Sheet		
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14	Business Registration Certificate		
15	Challenges to Bid Specifications		
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20	Debarment, Suspension, or Disqualification		
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PW Bid 9 | P a g e

22	Document Signature- Original; Blue Ink
23	Duplicate copy; must be a "PHOTO COPY" of the ORIGINAL.

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48	Subcontracting: Prohibitions: Hold Harmless	
49	Sworn Contractor Certification; Qualifications and Credentials	
50	Taxes; Contractor's Use of Tax ID Number	
51	Termination of Contract	
52	Withdrawal of Bids	
53	Cover Page, Name , Address, Phone number, E-mail Address	

SUPPLEMENTAL SPECIFICATIONS:

- Award of Contract
- Experience
- Number of Working Days
- Pre-Bid Meeting
- Trade Classification

PW Bid 10 | P a g e

TECHNICAL SPECIFICATIONS

BID DOCUMENTS AND REQUIRED DOCUMENTATION

Acknowledgement of Addenda

Bidder's Comment Form

Contractor Questionnaire/Certification

Contractor's Registration Certification

Equipment Certification

Iran Disclosure of Investment Activities

Non-Collusion Affidavit

Pre-Qualification Affidavit—No Material Adverse Change

Prevailing Wages Certification

Statement of Ownership Disclosure Form

Subcontractor's Disclosure Statement

- 1. Plumbing and Gas Fitting Work
- 2. Refrigeration, Heating & Ventilation Systems & Equipment
- 3. Electrical Work; Tele-Data, Fire Alarm or Security Systems
- 4. Structural Steel & Iron Work
- 5. Other Trades

Sworn Contractor Certification; Qualifications and Credentials

Appendix A -- Americans with Disabilities Act of 1990

Exhibit B –Mandatory Language Equal Employment Opportunity

AA201 Instructions for Completing the Initial Project Workforce Report

AA202 Monthly Project Workforce Report-Construction & Instructions

Township Performance Payment Bond Form with Bid Document & Instructions

Appendix Section

Model Performance Bond - Sample

Surety Disclosure Statement and Certification - Sample

Sample of Certificate Of Employee Information Report

Sample of Sate of New Jersey Business Registration Certificate

Sample of W-9

Sample of Certificate of Insurance

Sample of Bid Bond Form

Sample of Piscataway Performance Bond Form

Sample of NJ Labor Payroll Forms

Sample of NJ AA-202 Forms

Sample of NJ AA-201 Forms

Sample of NJ AA-302 forms

PW Bid 11 | P a g e

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

PW Bid 12 | P a g e

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 <u>Via ZOOM</u>. The advertised bid date and time for this bid is on **Thursday**, **May 26**, **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. Bidders must call Purchasing @732-562-2321 to hand deliver the sealed bid. The Municipal Building is closed due to the Covid-19.

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

2. PARKING

Allow enough time to locate a parking space.

3. MAIL

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

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

Deliveries of this type usually begin at 9:00 a.m. These items are brought only to the Clerk's Office. The Clerks Office then calls the various departments with a request to pick up their items. The Clerk will personally turn it in to the Purchasing Agent before the advertised date and time.

5. HAND DELIVER BIDS – SUGGESTED PRACTICE

Keeping the aforementioned items in mind, the Township <u>suggests</u> that bidders arrange to hand deliver their bid to the Purchasing Office / 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 (1) Original Bid in Blue Ink and (1) Photo Copy of the original marked "TRUE COPY".

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

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

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

PW Bid 13 | P a g e

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:

Piscataway Purchasing is inviting you to a scheduled Zoom meeting.

Topic: 2022-THIRD AVENUE ROAD IMPROVEMENTS

Time: May 26, 2022 02:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

https://us02web.zoom.us/j/83895333416?pwd=UnU4TnBCTVJXdWpVVjkzZzlmYWNTZz09

Meeting ID: 838 9533 3416

Passcode: 599696

One tap mobile

+13126266799,,83895333416#,,,,*599696# US (Chicago)

+16468769923,,83895333416#,,,,*599696# 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: 838 9533 3416

Passcode: 599696

PW Bid 14 | P a g e

Township of Piscataway

BID CHECKLIST (A)

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

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

PW Bid 15 | P a g e

THE TOWNSHIP OF PISCATAWAY

BID CHECKLIST (B)

B. Reminder Checklist

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

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

PW Bid 16 | P a g e

BID NO: 2022-01-03

THE TOWNSHIP OF PISCATAWAY

THIRD AVENUE ROAD IMPROVEMENTS



GENERAL SPECIFICATIONS



MARIA E. VALENTE-CAEMMERER

Purchasing Agent/Township Secretary

PW Bid 17 | P a g e

THE TOWNSHIP OF PISCATAWAY

THIRD AVENUE ROAD IMPROVEMENTS

INSTRUCTIONS TO BIDDERS

1. BIDS ARE TO BE SUBMITTED TO:

Division of Purchasing/ Attention Purchasing Agent

The Township of Piscataway

455 Hoes Lane

Piscataway, New Jersey 08854

BY: 2:00 p.m. PREVAILING TIME ON: Thursday, May 26, 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 true copy of the bid package. The extra copies are necessary for processing of the bids. Bidders should also keep a complete copy of the bid packet, exactly as submitted.

Outside of Envelope Label Information:

Township: THE TOWNSHIP OF PISCATAWAY

Bid Number: **2022-01-03**

Project: THIRD AVENUE ROAD IMPROVEMENTS

Bid Date: Thursday, May 26, 2022

Bid Time: 2:00pm (BROADCAST LIVE Via ZOOM)

Bidder: *Name of Company*

Address City, State, Zip

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

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

PW Bid 18 | P a g e

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 <u>2:00pm</u> on <u>Thursday, May 26, 2022</u>. Bidders and/or their authorized agents, and the general public are invited to be present at the bid opening <u>Via ZOOM</u>. 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. Bids must be submitted to the purchasing Agent by 12noon on 5/26/2022.

Bids will be Opened Via Zoom @2pm

Piscataway Purchasing is inviting you to a scheduled Zoom meeting.

Topic: 2022-THIRD AVENUE ROAD IMPROVEMENTS

Time: May 26, 2022 02:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

https://us02web.zoom.us/j/83895333416?pwd=UnU4TnBCTVJXdWpVVjkzZzlmYWNTZz09

Meeting ID: 838 9533 3416

Passcode: 599696

One tap mobile

+13126266799,,83895333416#,,,,*599696# US (Chicago)

+16468769923,,83895333416#,,,,*599696# 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: 838 9533 3416

Passcode: 599696

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.

PW Bid 20 | P a g e

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..).

PW Bid 21 | P a g e

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 contracts 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.

PW Bid 22 | P a g e

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: <u>Uncertified business checks, personal checks or money orders are not acceptable.</u>

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

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

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

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

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

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

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

<u>Bidders must use Township Bid Form: Sample of acceptable Piscataway Township Bid Bond Form in the bid.</u>

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.

** Bidders must use Township Performance Payment Bond Form in the bid (-Sample)

PW Bid 23 | P a g e

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.

** Bidders must use Township Performance Payment Bond Form in the bid. Sample of Township Form in the bid.

PW Bid 24 | P a g e

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

10. BID PROPOSAL FORM

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

Business Organization

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

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

The Bid Proposal Form must be duly signed by the authorized representative of the company, at the end of the Bid Proposal Form. Failure to sign in <u>Blue Ink</u> 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.

PW Bid 25 | P a g e

11. BIDDER COMMENT SHEET

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

12. BIDDER'S RESPONSIBILITY FOR BID SUBMITTAL

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

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

Bids must be submitted on the proposal forms contained in the bid package and be in a sealed envelope addressed to the Purchasing Agent at the address above. The sealed envelope must be CLEARLY MARKED BID with the name and address of the bidder and the bid number and name of the project on the outside of the envelope. If the bid is sent by overnight or express mail, the above designation shall also be CLEARLY MARKED on the outside of the courier company envelope. Any proposal received not complying with these requirements shall not be opened and shall be returned to sender marked "Unresponsive".

<u>BID SUBMITTAL.</u> Bids may be hand delivered or mailed per legal Notice by Bidders. In the case of mailed bids, the Township of Piscataway will <u>not</u> 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.

PW Bid 26 | P a g e

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.

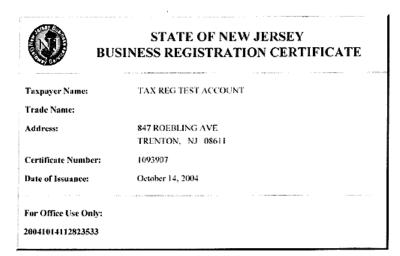
A subcontractor named in a bid or other proposal made by a contractor to a contracting agency shall provide a copy of its business registration to any contractor who shall provide it to the contracting agency pursuant to the provisions of subsection b. of this section. No contract with a subcontractor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

PW Bid 27 | P a g e





SAMPLES OF
NEW JERSEY
BUSINESS REGISTRATION
CERTIFICATES

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.

PW Bid 28 | P a g e

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. . Project Manager must have Resolution and Certified Funds by CFO/Director of Finance for any Change Orders. No work can be started by the Contractor without a Resolution and Certified Funds, Executed Change Order Contract.

PW Bid 29 | P a g e

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.

<u>EQUAL OR TIE BID.</u> 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.

<u>UNIT PRICES.</u> 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.

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

<u>RIGHTS RESERVED BY TOWNSHIP.</u> 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 & Instructions.

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

PW Bid 30 | P a g e

D. <u>Alterations of Contract</u>

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. <u>Term of Contract</u>

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)

PW Bid 31 | P a g e

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. <u>Submission of Certificate – Receipt of Bid--Requested; Prior to Award--Mandatory</u>
All bidders **are requested** to submit with the bid package a current Public Works Contractor Registration Certificate that was issued prior to the receipt of the bid.

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

For more information contact:

Contractor Registration Unit Division of Wage and Hour Compliance New Jersey Department of Labor & Workforce Development PO Box 389

Trenton, New Jersey 08625-0389

Tel: 609-292-9464 Fax: 609-633-8591

E-mail: wage.hour@dol.nj.gov

Website: lwd.dol.state.nj.us/labor/wagehour/content/contact us.html

PW Bid 32 | P a g e

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

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.

PW Bid 33 | P a g e

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 **JOSEPH HERRERA** of the project as outlined in the bid advertisement for duplicate copies of the forms. This must be done before the bid date and time. The Township accepts no responsibility for duplicate forms that were not received by the bidder in time for the bidder to submit with his bid.

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

21. DOCUMENT SIGNATURES - ORIGINAL; BLUE INK

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

Checklist of Required Documents (Forms Provided in Bid Package)

•	Acknowledgement of Addenda
•	Americans with Disabilities Act
	Bidders affidavit
•	Bid Proposal Form
•	Bidder Comments Form—optional
	Bid Bond Form
•	Bid Cover Page
	Certification of last page
•	Contractor Questionnaire/Certification
•	Contractor's Registration Certification
	Cover Sheet with Contractors Information
•	Equipment Certification
	Exhibit "B"
	Hold Harmless Agreement
	Insurance Requirements
•	Iran Disclosure of Investment Activities
•	Non-Collusion Affidavit
	Plan & Experience
	Pay to Play form
•	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!

PW Bid 34 | P a g e

Reminder -

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

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

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

Each bidder shall provide a certification showing that he owns, leases or controls all the necessary equipment required by the specifications. If the bidder is not the actual owner or lessee of any such equipment, he shall submit a certificate stating the source from which the equipment will be obtained and shall obtain a certificate from the owner and person in control of the equipment, definitely granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary.

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

23. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT

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

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

Quality of Materials and Workmanship

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

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

PW Bid 35 | P a g e

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.

PW Bid 36 | P a g e

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

\$1,000,000 Combined Single Limit Bodily Injury/Property Damage

Liability Coverage

(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

<u>WORKERS COMPENSATION</u> 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

PW Bid 37 | P a g e

(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) <u>Builders Risk</u> Applicable X Not Applicable

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

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

- (i) written acceptance by **Joseph Herrera, CFM/ Naik Consulting Group** 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.

PW Bid 38 | P a g e

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

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

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@piscatawayni.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: 5/ 17 /2022 by 12noon.

PW Bid 39 | P a g e

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.

PW Bid 40 | P a g e

29. LIABILITY - COPYRIGHT

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

30. LIQUIDATED DAMAGES

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

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

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

Amount of Contract	Liquidated Damages
Range of Amount	
\$ 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
- Architect/engineer fees
- o administrative costs
- Any inspector or inspectors necessarily employed by The Township of Piscataway on the work, for any number of days in excess of the number allowed in the specifications

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

PW Bid 41 | P a g e

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.

PW Bid 42 | P a g e

34. 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.

PW Bid 43 | P a g e

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.

PW Bid 44 | Page

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 rescheduled 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

PW Bid 45 | P a g e

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 for purchase from the Architect/Engineer of Record. Attendance will be recorded.
- B. Review of Procurement/Contracting Requirements—Purchasing Agent
 The Purchasing Agent will review the major components of the procurement and contracting requirements of the bid.
- C. Scope of Work and Scheduled Completion Time—Joseph Herrera, CFM/Naik Consulting Group. Joseph Herrera, CFM/Naik Consulting Group of Record, in conjunction with the Division of Engineering and the Purchasing Agent will review the scope of the work that is requested and completion time requirements (<u>As per Specifications Number of Working Days</u>). A review of the plans and any drawings may take place.
- D. Walkthrough of Facility/Site

 Joseph Herrera, CFM/Naik Consulting Group, in conjunction with the Division of Engineering and/or the Purchasing Agent, may conduct a facility site walkthrough with all interested parties.
- E. Questions; Clarifications—Official Addenda Process (May 17, 2022@12noon on the Bid)
 Potential bidders are permitted to ask questions during the process. Questions of substantial measure or questions that require clarification of work to be completed may be answered at the meeting, however, Joseph Herrera, CFM/Naik Consulting Group shall answer all such questions in writing in the form of an official addenda. To: purchasing@piscatawaynj.org

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

PW Bid 46 | P a g e

37. PRE-QUALIFICATION OF BIDDERS

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

38. 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.

PW Bid 47 | P a g e

39. PREVAILING WAGES: CONSTRUCTION, ALTERATIONS, REPAIRS

The State of New Jersey Prevailing Wage Act, Chapter 150 Laws of 1963 with applicable statewide wage

Department of Labor and Workforce Development in conformance with N.J.S.A. 34:11-56.25 et seq., may be included in these bid contract documents. Copies of these wage rates may be obtained from the State Department of Labor and Workforce Development, and/or viewed at http://lwd.dol.state.nj.us/ the Prevailing Wages Determination Section.

Compliance with New Jersey Prevailing Wage Act

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

Certified Payrolls

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

Submission of Affidavit

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

Posting of Prevailing Wages

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

PW Bid 48 | P a g e

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.

40. **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.

41. 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.

PW Bid 49 | P a g e

42. 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.

43. RIGHT TO KNOW LAW

All potentially hazardous materials or substances must be properly labeled in full accordance with the <u>New Jersey Right to Know Law</u> - 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.

PW Bid 50 | P a g e

44. 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.

PW Bid 51 | P a g e

45. 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:

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

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

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

****If Subcontractor is not applicable please write in N/A and SIGN BOTTOM OF THE PAGE.

PW Bid 52 | P a g e

46. SUBCONTRACTING: PROHIBITIONS: HOLD HARMLESS

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

Subcontractors Prohibited to Sub Contract

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

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

- Insurance Certificate as outlined in the bid specifications;
- Affirmative Action Evidence as outlined in the bid specifications;
- Written certification that the subcontractor shall adhere to <u>prevailing wages</u> 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.

PW Bid 53 | P a g e

47. 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.

Attached in the bid for the Contractor- ST-13 FORM.

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

New Jersey State Sales and Use Tax Exemption

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

<u>W-9- Required Once Awarded-</u>. May be submitted with the bid for faster process. 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

48. 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.

49. TERMINATION OF CONTRACT

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

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

PW Bid 54 | P a g e

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

50. 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 resubmit a bid for the same advertised bid project. That bidder shall also be disqualified from future bidding on the same project if the project is re-bid.

After the Bid Opening

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

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

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

51. NJ ONE CALL

By presenting a bid, contractor declares that he is aware of and, if required, will comply with the requirements of the "Underground Facility Protection Act (Public Law 1994, Chapter 118)" prior to commencing any intended excavation. The telephone number to call is 1-800-272-1000.

52. WORK HOURS / INSPECTION

The contractor shall work only during the normal work hours of the Township unless authorized by the Township Engineer/ DPW 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.

BID NO: 2022-01-03

Supplemental Specifications

THIRD AVENUE ROAD IMPROVEMENTS

AWARD OF CONTRACT

The Township of Piscataway intends to award the contract for the project as follows:		
<u>EXPERIENCE</u>		
The Township of Piscataway requires evidence from all bidders that they have completed work 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 governments() for at least (5) years. As per Specifications.		

NUMBER OF WORKING DAYS; TIME OF COMPLETION

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

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

PRE-BID MEETING

A pre-bid meeting for this project is scheduled for (Site Visit Not Mandatory)

Month / Day / Year 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.

PW Bid 56 | P a g e

TRADE CLASSIFICATION(S) (Optional) A. Bidder: For the purpose of this Construction Project bid, each bidder shall be classified by the State of New Jersey—Division of Property Management and Construction in the following trade(s): Classification Code Classification Trade Name (List Code #) (List name of trade) Proof of classification shall be submitted with the bid package in the form of a current Notice of Classification as issued by the New Jersey Division of Property Management and Construction. **B.** Subcontractor: For the purpose of this Construction Project bid, each bidder shall use a subcontractor that is properly classified by the State of New Jersey—Division of Property Management and Construction in the following trade(s): Classification Code Classification Trade Name _____ (List Code #) (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.

PW Bid 57 | P a g e

BID NO: 2022-01-03

THE TOWNSHIP OF PISCATAWAY

THIRD AVENUE ROAD 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

PW Bid 58 Page

ACKNOWLEDGEMENT OF ADDENDUM

THIRD AVENUE ROAD IMPROVEMENTS

BID NO: 2022-01-03 Bid Date: THURSDAY, MAY 26, 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.

ADDENDA NO.	ISSUING DATES	
□ No Addenda Received Name of Company		
	P.O. Box	
City, State, Zip Code		
Name of Authorized Representative		
Signature	Date	

PW Bid 59 | P a g e

BIDDER'S COMMENT FORM

THIRD AVENUE ROAD IMPROVEMENTS

BID NO: 2022-01-03 Bid Date: THURSDAY, MAY 26, 2022

information or opportunities to improve not be used to take exception to specified Bidder does not like. The bid provide as stated. If these documents or confor example, to which the Bidder wis writing to the Architect through the qu	re the quality of the project, we ific conditions of the project of the ded must be based upon the proditions contain some untended the storage objection, this restion process outlined in the only, and the resulting decision	er comments intended to afford the Towns without invalidating the bid proposal. It madefined in the contract documents which plans and specs, and all contract conditionable item, or extremely expensive provisionable item, or extremely expensive provisionate be done at the pre-bid meeting, or extructions to Bidders. Such inquiries in circulated to all bidders of record. Inquiries in circulated to all bidders of record.	nay the ons, on, r in will
Name of Company			
Address			
City, State, Zip			
Name of Authorized Representative			
Signature	Title	Date	
PW Bid		60 P a g e	

The Township of Piscataway

CONTRACTOR QUESTIONNAIRE/CERTIFICATION

BID NO: 2022-01-0)3	Bid Date: THURSDAY, MAY 26, 2022
Name of Company		
		P.O. Box
City, State, Zip		
		Extension
Emergency Phone	Number ()	
FAX NO. ()		E-Mail
		<u>Questionnaire</u>
How many yea trading name?		aged in the contracting business under your present firm or Years
2. Have you ever	failed to complete any	work awarded to your company?
If yes, explain	☐ Yes	□ No
3. Have you ever	defaulted on a contrac	pt?
	☐ Yes	□ No
If yes, explain _		
declared ineligi	ble, or voluntary excluding any	company been debarred, suspended, proposed for debarment, ded from participation in any public works projects by any federal, or "prior negative experience" disqualification pursuant to
If yes, explain	☐ Yes	□ No
		orm continued on next page)
PW Bid		61 P a g e



	Name of Company
Experience – Educational Faciliti	
projects of a similar nature as outli completion of work of similar nature. New Jersey within the past	quires evidence from all bidders that they have completed work of ined in the bid package. Bidders are to provide evidence of satisfactory ure as outlined in the bid from () Townships in (5) years. Bidders are to complete the section or documentation with the bid package. As Per Specifications.
A. Title of Work/Project:	
Name of Township:	
Name of Town Official:	Title
Phone Number	E-Mail
Date(s) of Project:	
B. Title of Work/Project:	
	Title
Phone Number	E-Mail
Date(s) of Project:	
C. Title of Work/Project:	
	Title
Phone Number	E-Mail
Date(s) of Project:	
ArchitectsList names of architect	References as that you have worked with on projects within the last five (5) years.
<u>Firm</u>	<u>Principal</u> <u>Phone Number</u>
1	
2	
3	_
PW Bid	62 P a g e

(Form continued on next page)

Contractor Questionnaire/Certification--page 3



BID NO: 2022-01-03	Bid Da	ite: THURSDAY, MAY 26, 202
-	Name of Company	
BankList name of principal bank w	vith which your company does Officer	business. <u>Phone Number</u>
		_
<u>Trade</u> List names of companies with	thin your trade with which your	company does business:
<u>Firm</u>	<u>Principal</u>	Phone Number
1		
2.		
3.		

Contractor Questionnaire/Certification--page 4

THIRD AVENUE ROAD IMPROVEMENTS

BID NO: 2022-01-03	Bid Date: THURSDAY, MAY 26, 202	
	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)

• <u>Direct/Indirect Interests</u>

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

• Gifts; Gratuities; Compensation

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

• Vendor Contributions

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

• False Material Representation/Truth in Contracting

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

President or Authorized Agent		
Signature		

PW Bid 64 | P a g e

CONTRACTOR REGISTRATION CERTIFICATION

Division of Engineering

THIRD AVENUE ROAD IMPROVEMENTS

BID NO: 2022-01-03 Bid Date: THURSDAY, MAY 26, 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 Construction Project Contractor Registration Act -- N.J.S.A. 34:11-56.48 et seq., contractors are to be aware of the following:

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

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

Name of Company	
Authorized Agent	_ Title
Authorized Signature	

65 | Page

PW Bid

EQUIPMENT CERTIFICATION

BID NO: 2022-01-03	Bid Date: THURSDAY, MAY 26, 2022
In accordance with 40A	x:11-1 et seq., I hereby certify that
A) as required by the s	(Name of Company) owns all the necessary equipment specifications and to complete the specified Construction project.
	or
B)as required by the s	(Name of Company) leases or controls all the necessary equipment specifications and to complete the specified Construction project.
	f 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
equipment, time it may l	submit with the bid a certificate from the owner and person in control of the definitely granting to the bidder the control of the equipment required during such be necessary for the completion of that portion of the contract for which said will be necessary.
Name of Company	
Authorized Agent	Title
Authorized Signature	
PW Bid	66 P a g e

BID NO: 2022-01-03

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 <u>listed</u> on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

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

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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

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

Name				Relationship to Bi	dder/Offeror	
Description of	Activities					
Duration of En	gagement		Anticipate	d Cessation Date		
Bidder/Offeror Contact Name Contact Phone Number			nber			
ADD AN	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.

Print):	Signature:	
		Do Not Enter PIN as a Signature
	Date:	
	Date:	Do Not Enter PIN as a Signature

PW Bid 67 | P a g e

NON-COLLUSION AFFIDAVIT

THIRD AVENUE ROAD IMPROVEMENTS

Re: Bid Proposal fo	r the Township of Piscataway.	BID NO: 2022-01-03
STATE OF		Bid Date: THURSDAY, MAY 26, 2022
COUNTY OF	:SS: 	
l,	of the Cit	y of
in the County of	and the	State of
of full age, being dul	ly sworn according to law on my oath	depose and say that:
I am		(Position in Company)
affidavit are true and truth of the statement the contract for the statement the contract warrant the contract upon an age	d correct, and made with full knowle nts contained in said Proposal and in said bid. at no person or selling agency has greement or understanding for a co	t all statements contained in said Proposal and in this dge that the Township of Piscataway relies upon the the statements contained in this affidavit in awarding been employed or retained to solicit or secure such mmission, percentage, brokerage or contingent feen mercial or selling agencies maintained by
	(Print Name of C	Contractor)
	(SIGNATURE OF CO	ONTRACTOR)
PW Bid		68 P a g e

PREVAILING WAGES CERTIFICATION

BID NO: 2022-01-03 THIRD AVENUE ROAD IMPROVEMENTS

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	
•		any/or all administrative proceedings with the lude any pending administrative proceedings	
Submission of Certifie	d Payroll Records		
All certified payroll recor for the project:	ds are to be submitted to the	e person named below who is coordinating t	the activities
	•	1 DIVISION OF ENGINEERING ip of Piscataway	
Name of Company			_
Authorized Agent			_
Authorized Signature_			_
PW Bid		69 P a g e	

BID NO: 2022-01-03 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	e of business organization:
Sole Proprietorship (skip Parts II and III	, execute certification in Part IV)
Non-Profit Corporation (skip Parts II an	d III, execute certification in Part IV)
For-Profit Corporation (any type)	Limited Liability Company (LLC)
Partnership Limited Partners	ship Limited Liability Partnership (LLP)
Other (be specific):	
or more of its stock, of any class, or of greater interest therein, or of all mer interest therein, as the case may be. OR No one stockholder in the corporation partner in the partnership owns a 10	and addresses of all stockholders in the corporation who own 10 percent of all individual partners in the partnership who own a 10 percent or inbers in the limited liability company who own a 10 percent or greater (COMPLETE THE LIST BELOW IN THIS SECTION) In owns 10 percent or more of its stock, of any class, or no individual percent or greater interest therein, or no member in the limited liability er interest therein, as the case may be. (SKIP TO PART IV) e is needed):
Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
PW Bid	70 P a g e

<u>Part III</u> 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* 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.

PW Bid 71 | P a g e

SUBCONTRACTOR'S DISCLOSURE FORM

THIRD AVENUE ROAD IMPROVEMENTS

BID NO: 2022-01-03	Bid Date: THURSDAY, MAY 26, 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 <u>is not going</u> to subcorpart of this document.	tract any portion of this project, the bidder need not complete any further
If the bidder will subcontract any contract and contract any contract and contract any contract and contract	the following: • Electrical work, tele-data, fire alarm or security systems
 Refrigeration/heating/ventilat 	• •
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:

SUBCONTRACTOR DOCUMENT SUBMISSIONS				
Estimated Value of Contract – Subcontractor	<u>t – For Subcontractors in the four major branches listed above</u> For all other Subcontractors			
	Submit With Bid Submit Within ten (10			
		Receipt of Notice of Award		
\$2,000 through \$5,999	\$2,000 through \$5,999 Contractor's Registration Certificate			
\$6,000 through \$17,499	Contractor's Registration Certificate			
	New Jersey Business Registration	on Certificate		
\$17,500 through \$19,999				
	New Jersey Business Registration Certificate			
\$20,000 or more	Contractor's Registration Certificate			
	New Jersey Business Registration	on Certificate		

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

(Form continued on next page)

PW Bid 72 | Page

^{*} 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.

Subcontractor's Disclosure Statement (Continued)

Return With Bid

THIRD AVENUE ROAD IMPROVEMENTS

BID NO: 2022-01-03 Bid Date: THURSDAY, MAY 26, 2022

	-	у		
E-M	1ail	FEIN N	0:	
Autl	horized Agent	Title		
Wil	Il the cost of sub-contract exce	eed \$20,000.00?		
	Yes Estimat	ed Value of Contract \$		
	No Estimate	ed Value of Contract \$		
	ked yes , the sub-contractor mapackage the following:	ust be pre-qualified to perform t	the work. The bidder must provide in	
	Other documents t	's Total Amount of Uncompleter hat are required: ONTRACTOR DOCUMENT SU		
	<u>Estimated Value of Contract –</u> Subcontractor	For Subcontractors in the four major branches listed above	For all other Subcontractors	
		Submit With Bid	Submit Within ten (10 Days of Receipt of Notice of Award	
	\$2,000 through \$5,999	Contractor's Registration Certific		
	\$6,000 through \$17,499	Contractor's Registration Certific New Jersey Business Registration		
	\$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			
	ation of Equipment			
Γhe	Name of Bidding Co.	mpany r	nereby certifies the above named	
	tractor has the personnel, equ		nd sufficient means to complete their	
Authori	zed Agent (Print) Bidder		norized Agent—Bidder	
		(Form continued on next page	ge)	
DW Dia				

PW Bid 73 | P a g e

Subcontractor's Disclosure Statement (Continued) Return With Bio

THIRD AVENUE ROAD IMPROVEMENTS

		у		
		Fov		
⊏-IV	iaii	FEIN IN	0:	
Autl	horized Agent	Title		
Wil	Il the cost of sub-contract exce	eed \$20,000.00?		
	Yes Estimat	ed Value of Contract \$		
	No Estimate	ed Value of Contract \$		
he bid		s Notice of Classification; 's Total Amount of Uncompleted that are required:	d Contracts; and	
	SUBC	ONTRACTOR DOCUMENT SU	IBMISSIONS	
	Estimated Value of Contract – Subcontractor	For Subcontractors in the four major branches listed above	For all other Subcontractors	
	<u>Guboomruotor</u>	Submit With Bid	Submit Within ten (10 Days of Receipt of Notice of Award	
	\$2,000 through \$5,999 \$6,000 through \$17,499	Contractor's Registration Certification Contractor's Registration Certification Certif		
	_	New Jersey Business Registration		
	\$17,500 through \$19,999	Contractor's Registration Certificate New Jersey Business Registration Certificate		
	\$20,000 or more	Contractor's Registration Certification New Jersey Business Registration		
Certifica	ation of Equipment			
Гhе	Name of Bidding Co	mnany h	ereby certifies the above named	
	tractor has the personnel, equ	lipment, experience, financial a	nd sufficient means to complete their	
	of the contract in full accordar	ice with the bid specifications.		

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THIRD AVENUE ROAD IMPROVEMENTS

	BID NO: 2022-01-03	Bid Date	: THURSDAY, MAY 26, 2022
3.	Sub-Contractor for ELECTRICA	L WORK; TELE-DATA, FIRE	ALARM OR SECURITY SYSTEMS
	Name of Oak and the Common		
	Name of Subcontracting Compan		
	Address		
	City, State, Zip		
	E-Mail	FEIN N	o:
	Authorized Agent	Title	
	Will the cost of sub-contract exce	eed \$20.000.00?	
		ed Value of Contract \$	
		ed Value of Contract \$	
	necked yes , the sub-contractor mebid package the following:	ust be pre-qualified to perform t	he work. The bidder must provide in
	bia paolago alo lollowing.		
		s Notice of Classification;	
	 The subcontractor 	's Total Amount of Uncomplete	d Contracts; and
	 Other documents 	that are required:	
	SUBC	ONTRACTOR DOCUMENT SU	IBMISSIONS
	Estimated Value of Contract -	For Subcontractors in the four	For all other Subcontractors
	Subcontractor	major branches listed above	
		<u>Submit With Bid</u>	Submit Within ten (10 Days of Receipt of Notice of Award
	\$2,000 through \$5,999	Contractor's Registration Certific	
	\$6,000 through \$17,499	Contractor's Registration Certific	
	\$17,500 through \$19,999	New Jersey Business Registration	
	\$17,500 through \$19,999	Contractor's Registration Certific New Jersey Business Registration	
	\$20,000 or more	Contractor's Registration Certific	ate
		New Jersey Business Registration	
C_{Δ}	rtification of Equipment		
	e		ereby certifies the above named
	Name of Bidding Co	• •	ad authorit manage to consulate their
	contractor has the personnel, equation of the contract in full accordal		nd sufficient means to complete their
ρΟι	tion of the contract in full accordan	ice with the bid specifications.	
Aut	:horized Agent (Print) Bidder	Sianature of Auth	orized Agent—Bidder
		-	_
		(form continued on next page	le <i>)</i>

Subcontractor's Disclosure Statement (Continued)



THIRD AVENUE ROAD IMPROVEMENTS

BID NO: 2022-01-03 Bid Date: THURSDAY, MAY 26, 2022

	4.	Sub-Contractor	for	STRUCTURAL	STEEL	& IRON	WORK
--	----	-----------------------	-----	------------	-------	--------	------

Name of Subcontractir	ig Company	
		FEIN No:
Authorized Agent		_ Title
Will the cost of sub-co	ntract exceed \$20,000.00?	
Yes	Estimated Value of Contract S	\$
No	Estimated Value of Contract \$	S

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			
Estimated Value of Contract -	For Subcontractors in the four For all other Subcontractors		
<u>Subcontractor</u>	major branches listed above		
	Submit With Bid Submit Within ten (10 Days of Receipt of Notice of Award		
\$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		

	zed Agent (Print) Bidder	Signature of Authorized Agent—Bidder (form continued on next page)		
		Signature of Authorized Agent—Bidder		
portion				
Certification of Equipment The		quipment, experience, financial and sufficient means to complete their		
		New Jersey Business Registration Certificate		
	\$20,000 or more	Contractor's Registration Certificate		
	# 00.000			

(IF APPLICABLE)

<u>Subcontractor's Disclosure Statement</u> Other Trades

THIRD AVENUE ROAD IMPROVEMENTS

BID NO: 2022-01-03		Bid Date	: TH	URSDAY, MAY 26, 2022
5. Name of Trade/Type	lame of Trade/Type of Work			
Name of Subcontracting	Compan	у		
Address				
Telephone		Fax		
	E-Mail FEIN No:			
Will the cost of sub-con				
		ed Value of Contract \$		
		ed Value of Contract \$		the work. The bidder must provide in
 The subo 	 The subcontractor's Notice of Cla The subcontractor's Total Amour Other documents that are require SUBCONTRACTOR			
Estimated Value of C	Contract –	For Subcontractors in the formation broughts		For all other Subcontractors
Subcontractor		major branches listed abov <u>Submit With Bid</u>	В	Submit Within ten (10 Days of Receipt of Notice of Award
\$2,000 through \$5,99		Contractor's Registration C		ate
\$6,000 through \$17,4	499	Contractor's Registration C		
\$17,500 through \$19	.999	Contractor's Registration C	ey Business Registration Certificate r's Registration Certificate	
	,		usiness Registration Certificate	
\$20,000 or more	\$20,000 or more Contractor's Registration Certificate New Jersey Business Registration Certificate			
Certification of Equipment				
The			ł	nereby certifies the above named
		ipment, experience, finance		nd sufficient means to complete their
Authorized Agent (Print) Bi	dder	Sign	ature	e of Authorized Agent—Bidder
PW Bid	PW Bid			77 P a g e

BID NO: 2022-01-03

Sworn Contractor Certification; Qualifications and Credentials

any sı	uant to N.J.S.A. 40A:11-1 et seq., a pre-qualified contractor seeking to bid Construction Project ubcontractors, that are required to be named under N.J.S.A. 40A:11-1 et seq., shall, as a conding, submit this Sworn Contractor Certification regarding qualifications and credentials.	
I, staten	the principal owner or officer of the company certify that the ments are true and our firm has the following qualifications and credentials:	forging
1.	A current, valid certificate of registration issued pursuant to "The Construction Project Cor Registration Act," N.J.S.A. 34:11-56:48 et seq. A copy of which is submitted with its bid;	ntractor
2.	A current, valid Certificate of Authority (Business Registration) to perform work in New Jersissued by the Department of Treasury, a copy of which is submitted with its bid;	sey
3.	A current valid contractor trade license required under applicable New Jersey Law for any strade or specialty area in which the firm seeks to perform work, a copy of which is submitte 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 and an appropriate safety and health plan.	
Namo	e of Company	
Print	Name of Owner or Officer	
Signa	ature of Owner or Officer	

PW Bid 78 | P a g e

BID NO: 2022-01-03

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.

Signature	Date	
Title or Position		
Authorized Agent		
Name of Company		

PW Bid 79 | P a g e

BID NO: 2022-01-03

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 seg., 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. I7:27-7.2; 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:
 - (I) 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;

PW Bid 80 | P a g e

(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 contactor 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.

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(D)	The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Comay be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.	carry out the purposes of these
	EXHIBIT B (Continued)	
]	DATED:	
,	SIGNATURE:	
]	PRINTED NAME:	
,	TITLE:	
(COMPANY NAME:	
	ADDRESS:	
-		
]	PW Bid 82 P a g e	

BID BOND

	BOND NO
	TS, That we,
	, a corporation duly organized under the laws of the State of
	bound unto the <u>Township of Piscataway</u> as Obligee, in the
	I, Not to Exceed Twenty Thousand Dollars (\$20,000.00) for
	rety Bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and several	
WHEREAS, Principal has submitted a bid the "Project."	d for,
NOW, THEREFORE, if the Obligee shall	Il make any award according to the terms of said bid and the
Principal shall enter into a contract with sa	id 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	r if the Principal shall, in the case of failure so to do, shall
pay to the Obligee the difference, not to ex-	ceed the amount of this Bond, between the amount specified
in bid and such larger amount for which the	ne Obligee may in good faith contract with another party to
perform the work covered by said bid, then	n this obligation shall be null and void: otherwise to remain
in full force and effect.	
Signed and sealed this day of	20
Signed and scared this day of	
Surety:	
By:	
Бу	_
Witness:	_
Principal:	_
By:	<u> </u>
Witness:	

BIDDER'S AFFIDAVIT

I,		_, being duly sworn, deposes that he/she		
resides at				
and that he/she is the	(Title)		(Name of Bidder)	
seal attached thereto is t and statements contain	he seal of the bidde ed in the bid and	er, and that each d any and all	ue offer of the bidder, that the a, every and all the declarations affidavits, questionnaires and are true to the best of my	
		(Affiai	nt)	

HOLD HARMLESS AGREEMENT

"To the fullest extent permitted by law,					
(Name of Contractor/Vendor/Facility Us	ser) 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					
	ers or others working on behalf of the Township				
• • •	ury, including bodily injury or death and/or hereof, which arises out of or is in any way				
connected for associated with this contra	· · ·				
connected for associated with this contra	ici				
By:					
Contractor/Vendor/Facility User	Township Of Piscataway				
(Authorized Signature)					
(Printed Name of Above)					
(Timed Name of 7100ve)					
(Address)					
(City, State, Zip)					
(Dhone)					
(Phone)					

PLAN, EXPERIENCE AND EQUIPMENT QUESTIONNAIRE

Subm	itted to	
)A)A	Corporation Copartnership n Individual
Princi	ipal Office	
The s	ignatory of this questionnaire guarantees the truth and accuracy of all sta	tements and of all answers to interrogatories hereinafter made.
1)	In what manner have you inspected the proposed work? (explain in de	etail)
2)	Explain your plan or layout for performing the proposed work.	
3)	The work, if awarded to you, will have the personal supervision of wh	om?

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? YesNo 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,	APPROXIN	MATE COST
		CAPACITY, ETC	PURCHASE	LEASE

8)	Have yo	ou made	contracts	or received	d firm offers	for all	materials	prices	used in	preparing	g your
pro	posal ?	Yes	_ No	_ Do not	give names	of deal	lers or mai	nufactu	rers.		

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 COMPLETED	ADDITIONAL EARNED	BALANCE TO BE	ESTIMATED DATE OF
			AMOUNT	AND BILLED	SINCE LAST	COMPLETED	COMPLETION
			AMOUNT	AND BILLED	ESTIMATE	COMPLETED	COMPLETION
					LSTIMATE		

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)	

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/lfns/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:
 - o of the public entity awarding the contract
 - o of that county in which that public entity is located
 - o of another public entity within that county
 - o 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.

<u>N.J.S.A.</u> 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.

Address: City: St The undersigned being authorized to certify, compliance with the provisions of N.J.S.A. 1 form.			
The undersigned being authorized to certify, compliance with the provisions of N.J.S.A. 1	hereby certifies that the submission		
ompliance with the provisions of N.J.S.A. 1			
			Tompunying unio
Signature Pri	inted Name	Title	
Disclosure requirement: Pursuant to N.J political contributions (more than \$300 committees of the government entities li	per election cycle) over the 12 n	nonths prior to sub	-
Check here if disclosure is provided in	electronic form.		
Contributor Name	Recipient Name	Date	Dollar Amour
			\$

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

Page of			
Vendor Name:			
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

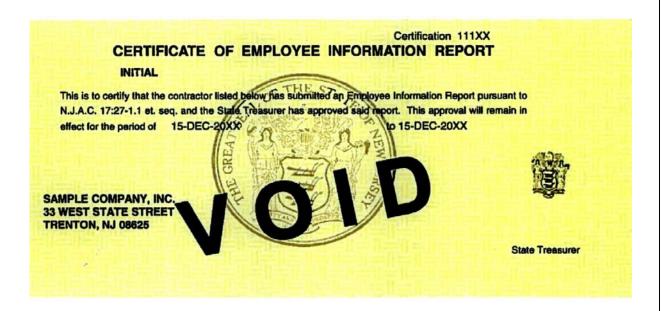
Municipalities (Mayor and members of governing body, regardless of title):

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

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)

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT



REQUIRED

PW Bid 101 | P a g e

TOWNSHIP OF PISCATAWAY

TO All Bidders:

REMINDER!

Did you sign all of the bid documents?

All bid documents returned to the Township shall be signed with original signatures. Please use <u>Blue Ink.</u>

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.

One "Original" and (One "True Copy" of the Original)

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

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

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

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

Any Addendum must be submitted with Acknowledgement Addenda Form.

E-mail questions to: purchasing@piscatawaynj.org

732-562-2321 (The Division of Purchasing)

PW Bid 102 | P a g e

Bid No: 2022-01-03

THE TOWNSHIP OF PISCATAWAY



TECHNICAL /SPECIFICATIONS

Pages 1-138



MARIA E. VALENTE-CAEMMERER

Purchasing Agent/Township Secretary

SUPPLEMENTARY SPECIFICATIONS FOR

THIRD AVENUE ROAD IMPROVEMENTS POSSUMTOWN ROAD TO HANCOCK ROAD, THIRD AVENUE PISCATAWAY, NEW JERSEY

March 23, 2022

Prepared by

Naik Consulting Group, P.C. 200 Metroplex Drive, Suite 403 Edison, NJ 08817

Dipali J. Patel, P.E. N.J. Professional Engineer License No. 24GE005163800

GENERAL INFORMATION

THE HEADING OF THE ARTICLES CONTAINED HEREIN CONFORM TO THE NEW JERSEY DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION DATED 2019 U.S. CUSTOMARY ENGLISH UNITS AND ALL ADDENDA THERETO INCLUDING NJDOT BASELINE DOCUMENT CHANGES WHICH IS TO BE USED IN THE EXECUTION OF THIS CONTRACT.

THE PURPOSE OF THE SPECIFICATIONS CONTAINED HEREIN IS TO AMEND VARIOUS ARTICLES OF THE STANDARD SPECIFICATIONS. THESE AMENDMENTS <u>MUST BE USED</u> IN CONJUNCTION WITH THE ABOVE REFERENCED STANDARD SPECIFICATIONS.

COPIES OF THE 2019 STANDARD SPECIFICATIONS ARE AVAILABLE FROM THE NEW JERSEY DEPARTMENT OF TRANSPORTATION BY CALLING 609-530-2486.

FRONT END SPECS TO BE PROVIDED BY PISCATAWAY TOWNSHIP

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Appendix A: Traffic Safety Requirements

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Appendix D: Fuel and Asphalt Price Adjustment

BID

for

THIRD AVENUE ROAD IMPROVEMENTS POSSUMTOWN ROAD TO HANCOCK ROAD, THIRD AVENUE

DIVISION 100 – GENERAL PROVISIONS

SECTION 101 – GENERAL INFORMATION

101.01 Introduction

The following is added:

Whenever any section, subsection, subpart, or subheading is amended by such terms as changed to, deleted or added it is construed to mean that it amends that section, subsection, part, subpart, or subheading of the 2019 Standard Specifications for Road and Bridge Construction, NJDOT.

Whenever any reference to page number is made, it is construed to refer to the 2019 Standard Specifications for Road and Bridge Construction, NJDOT.

101.02 ABBREVIATIONS

The following is added:

Township – Township of Piscataway

101.03 TERMS

The following is added:

It is the intent of those amendments to the terms to change all reference to the State of New Jersey (and various Departments and offices thereof) to the Township of Piscataway, except in the circumstances where the State of New Jersey has jurisdiction.

The following terms are amended and/or added:

BIDDER. The term "Bidder" means an individual, firm, partnership, corporation, or any acceptable combination thereof, acting directly or through a duly authorized representative, legally submitting a bid for the advertised work.

BY OTHERS. The term "by others" refers to a person, firm, or corporation other than the Contractor or its surety or persons, firms, or corporations in a contractual relationship with the Contractor or the surety, such as a subcontractor, supplier, fabricator, or consultant at any tier. "By others" shall include the Township or other public body.

CALENDAR DAY. Each and every day shown on the calendar.

CHANGE ORDER. A written work order submitted by the Contractor, approved by the Engineer, accepted by the contractor, and authorized by the Township of Piscataway.

COMMISSIONER. Change all reference to the Township of Piscataway.

CONSTRUCTION ENGINEERING COSTS. The cost incurred by the Township of Piscataway, inspection, and administration of a Project during construction.

CONSTRUCTION ORDER. The term "Construction Order" includes Field Orders, Change Orders, and Supplementary Agreements.

CONTRACT TIME. The term "Contract Time" means the number of Working Days or Calendar Days including authorized adjustments allowed for Completion. When a specified completion date is shown in the Specifications instead of the number of Working Days or Calendar Days, completion shall be on or before that date. Specified completion date and Calendar Day contracts shall be completed on or before the day indicated even when that date is a Saturday, Sunday, or holiday.

DAY. Means the same as calendar days.

DISPUTE. A disagreement between the Township and the Contractor and subcontractors with regard to work for contract documents.

ENGINEER. Piscataway Township Engineer or his duly authorized representative.

EXTRA WORK. The term "Extra Work" means new and unforeseen work found essential to the satisfactory completion of the Project, as determined by the Engineer, and not covered by any of the various Pay Items for which there is a bid price or by combination of such items. In the event portions of such work are determined by the Engineer to be covered by one of the various Pay Items for which there is a bid price or combinations of such items, the remaining portion of such work will be designated as Extra Work. Extra Work also includes work specifically designated as Extra Work in the Contract Documents.

EXTREME WEATHER CONDITIONS. When solely as a result of adverse weather, the contractor is not able to work, the contractor is entitled to claim that progress of the work has been affected by extreme weather conditions and may seek an extension of contract time, consistent with the provisions of Subsection 108.11.

HOLIDAYS. The term holiday is changed to be the following holidays:

New Year's Day

Martin Luther King's Birthday

Lincoln's Birthday

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

MAJOR AND MINOR PAY ITEMS. The term "Major Pay Item" means any Pay Item having an original Contract value in excess of ten percent of the Total Contract Price and those items specifically designated as "Major Pay Items" in Subsection 104.03.01. the original Contract value of a Pay Item equals the per unit price bid for said Pay Item multiplied by the estimated quantity such item contained in the Proposal Form. All other Pay Items shall be considered "Minor Pay Items."

MATERIALS. Any substances specified for use in the construction of the Project.

MATERIALS QUESTIONNAIRE. The specified forms on which the Contractor shall notify the Engineer of the sources of materials expected to be used.

ME. The Township Engineer or his duly authorized representative.

NOTICE TO PROCEED. The term "Notice to Proceed" means the written notice to the Contractor to begin Work.

PARCEL. Property to be acquired for transportation purposes, described by metes and bounds.

PAY ITEM. The term "Pay Item" means a specifically described item of Work for which the bidder provides unit or lump sum price in the Proposal.

POLICE. The term "police" shall mean a person authorized to enforce the laws of the State and its political subdivisions, who has jurisdiction at the Project site, and who has successfully completed a traffic safety program approved by the Township.

PROPOSAL. The term "Proposal" is changed to "Bid". The term "Bid" means the offer of a bidder, properly signed and guaranteed, on the bid form furnished by the Township, to perform the work at the prices therein.

PROPOSAL BOND. The term "Proposal Bond" is changed to "Bid Bond". The term "Bid bond" means the security furnished with a bid to guarantee that the bidder shall be entered into the contract if awarded the contract.

PROPOSAL FORM. The term "Proposal Form" is changed to "Bid Form". The term "Bid Form" means the approved form furnished by the Township on which the Township requires bids to be prepared and submitted for the work.

REGIONAL ENGINEER. This item is not used by the Township of Piscataway, but for the purpose of these specifications it shall be construed to mean the Piscataway Township Engineer.

RESIDENT ENGINEER or RE. This item is not used by the Township of Piscataway, but for purposes of these specifications it shall be construed to mean the Piscataway Township Engineer or his duly authorized representative.

STATE. Change all reference to the Township of Piscataway.

101.04 INQUIRIES REGARDING THE PROJECT

This Subsection is changed to:

Inquiries regarding the various type of work of this contract shall be email to <u>purchasing@piscataway.ni</u> as per cover bid page.

Before and after award of contract all inquiries shall include the following:

- a. Name of Company or Bidder
- b. Telephone number, fax number, and contact person.
- c. Specifics of the inquiry, including anticipated impacts or results.

The Township will not be responsible for verbal answers to bidder's inquiries, questions must be emailed to purchasing@piscataway.nj. Should any bidder be in doubt as to intent of the Contract Documents, he should notify the Engineer by writing to the email listed above. A written addendum or clarification will be sent to all bidders.

Addenda will be issued pursuant to N.J.S.A. 40A:11-23(c)(2) which states: "For all contracts for construction work, notice shall be provided no later than seven days, Saturdays, Sundays, or holidays excepted, prior to the date for acceptance of bids, to any person who has submitted a bid or who has received a bid package in any of the following ways:

i) In writing by certified mail;

- ii) By Certified facsimile transmission, meaning the sender's facsimile machine produces a receipt showing date and time of transmission, and that the transmission was successful;
- iii) By a delivery service that provides certification of delivery to the sender.

SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS

102.01 QUALIFICATION TO BID

This Subsection is deleted.

102.02 BIDDER REGISTRATION AND DOWNLOADING OF THE PROPOSAL DOCUMENTS

This Subsection is deleted.

102.03 REVISIONS BEFORE SUBMITTING A BID

This Subsection is deleted.

102.04 EXAMINATION OF CONTRACT AND PROJECT LIMITS

The following is added after the first sentence of the second paragraph:

The contractor shall review the list of pay items. He shall satisfy himself how all the project costs will be paid for under the contract. If he does not understand how something will be paid for, or considers an item missing, he shall inform the Township prior to bid with a written request for clarification. The contractor by submitting his bid agrees that the cost of all work necessary for completion has been included in his bid price and that any work not specifically identified by a pay item or described as part of a specific item shall be considered to be included in the cost of all other items of the total amount bid.

The last sentence of the second paragraph is changed to:

It is also understood and agreed that the Bidder is aware that a Utility's service demands, field conditions, and emergencies may affect the Utility's ability to comply with the contractor's schedule for work.

The following paragraph is added to this subsection:

It is the obligation of the Bidder to ascertain for himself all the facts concerning conditions to be found at the location of the Project including all physical characteristics above, on and below the surface of the ground, to fully examine the Plans and read the Specifications, to consider fully these and all other matters which can in any way effect the work under the Contract and to make the necessary investigations relating thereto, and he agrees to this obligation in the signing of the Contract. The Township assumes no responsibility whatsoever with respect to the ascertaining for the Contractor such facts concerning physical characteristics at the site of the Project. In the case of changed site conditions, the Contractor shall proceed in the manner prescribed in P.L. 2017, c.317.

Items 1 through 3 below are not a part of the Contract and are made available for information only. The boring logs and pavement cores are part of the Contract, but any reports or interpretations of them are provided for information only. The Township makes no representation, warranty, or guarantee, expressed or implied, by making reports or interpretations available. It is the Bidder's responsibility to obtain the following information:

Evaluation of Subsurface and Surface Conditions.
 Paragraphs one, two and four are eliminated.
 Pavement core data obtained for this project are included in Appendix C.

2. Utility Agreements.

This Subsection is changed to:

The Bidder shall obtain information regarding existing utilities, proposed construction of utilities, or relocation of utilities through the respective utility.

3. Existing Plans and As-Builts.

This Subpart is changed to:

A list of existing structures within the project is provided on the plans. As-built plans of existing structures on Township owned facilities, if available, have been included in the construction plans. Plans for existing structures of Municipal owned or State-owned facilities should be obtained through the Municipality or State. The Township assumes no responsibility for the correctness of the plans. Any information obtained from the existing plans shall be verified by the Bidder before use of such information for bidding for the construction of the project. In the event the Bidder's site examination reveals that the site conditions are inconsistent with the contract documents, the bidders shall immediately notify the Department of Engineering.

- 102.05 Interpretation of Quantities in the Proposal
- 102.06 "IF AND WHERE DIRECTED"
- 102.07 Preparation of the Bid

The second sentence of the first paragraph is deleted.

The second paragraph is deleted and the following is added:

In the event of a discrepancy between the unit price bid for any Pay Item and the extension shown for that item under the column of the Proposal Form designated "Amount", the unit price is to govern. Where a unit price is bid for a Pay Item, but no extension is provided, the Township will provide the extension based on the unit price bid and the estimated quantity for that Pay Item. Where an extension is provided by the Bidder in the "Amount" column, but no unit price appears in the "Unit Price" column of the Proposal Form, the Township will provide the unit price by dividing the "Amount" figure provided by the Bidder by the estimated quantity.

Where no numeral is provided in both the "Unit Price" and the "Amount" columns for the same bid item for one or more Items the bid shall be considered irregular or where no numeral is provided in the "Amount" column for one or more Lump Sum Items the bid shall be considered irregular. Where no numeral is provided in either the "Unit Price" or the "Amount" column for one or more Items the Township will calculate the missing "Unit Price" or "Amount".

For an item that has a required minimum unit price for an item and no unit price appears in the "Unit Price" column and the "Amount" column, the Township will utilized the minimum unit price and provide the extension based upon the minimum unit price and the estimated quantity for that Pay Item. Should the unit bid price be less than the minimum unit price for an item set by the Township, the Township will provide the extension based upon the minimum unit price and the estimated quantity for the pay item.

Where an extension is provided by a bidder in the "Amount" column for an item with a minimum unit price set by the Township, but no unit price appears in the "Unit Price" column, the Township will provide the unit price by dividing the "Amount" figure provided by the Bidder by the estimated quantity. However, should the provided unit price amount be less than

the minimum unit price set by the Township, the Township will use the minimum unit price and the estimated quantity to provide extension.

In the event of a discrepancy between the unit price bid for a pay item with a minimum unit price set by the Township and the extension shown for that item under the "Amount" column the unit price is to govern. However should that unit price be less than the minimum unit price set by the Township, the minimum unit price is to govern.

The fourth paragraph is changed to:

All figures entered in the "Unit Price" and "Amounts" columns and the figure entered for the "Total Contract Price" shall be in ink or typed.

The fifth paragraph is deleted.

The following is added:

In all instances, the Bid Form shall govern. Bid prices presented on any other form or computer disk submitted by the Bidder, if different from those submitted on the Proposal Form, shall not govern.

The Bid Form must be signed in ink by the Bidder. If the Bidder is an individual, the Bidder's name and post office address must be shown; by a partnership, the name and post office address of each partnership member must be shown; as a joint venture, the name and post office address of each member or officer of the firms represented by the joint venture must be shown; by a corporation, the name of the corporation and the business address of its corporate offices must be shown.

The contractor shall review the list of pay items. He shall satisfy himself how all the project costs will be paid for under the contract. If he does not understand how something will be paid for, or considers an item missing, he shall inform the Township prior to bid with a written request for clarification. The contractor by submitting his bid agrees that the cost of all work necessary for completion has been included in his bid price and that any work not specifically identified by a pay item or described as part of a specific item shall be considered to be included in the cost of all other items of the total amount bid.

- 102.08 BALANCED BIDS
- 102.09 PROPOSAL BOND
- 102.10 SUBMISSION OF BIDS
- 102.11 WITHDRAWAL OF BIDS
- 102.12 PUBLIC OPENING OF BIDS
- 102.13 CONSIDERATION OF BIDS
- 102.14 IRREGULAR BIDS

This subsection is changed to:

Bids will be considered irregular and shall be rejected by the Township of Piscataway for the following reasons:

1. If the bid is on a form other than that furnished by the Township, or if the form is altered or any part thereof is detached or incomplete.

- 2. If the bid is not properly signed.
- 3. If the bid is not typed, not in ink.
- 4. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind that may tend to make the bid incomplete, indefinite, or ambiguous as to its meaning.
- 5. If the bidder makes an alteration of the "unit prices" or "amounts" that have included by the Township, unless otherwise directed by Addendum received before receipt of bids or as noted on the original Bid Form.
- 6. Subject to Subsection 103.01, if the bid does not contain a unit price for each Pay Items listed or a Total Contract Price. In the case of alternate items or alternate group of items, the bidder shall provide prices as stated in Subsection 102.07 and the bid.
- 7. If the bid is not accompanied by the bid bond as specified in Subsection 102.10.
- 8. If acknowledgement of letters, and other notices to prospective bidders, giving revisions of or amendments to the contract documents have not been with the bid documents as prescribed in Subsection 102.13.
- 9. Irregular bids will be rejected by the Township of Piscataway "in accordance with applicable law."
- 10. If no numeral is provided in both the "Unit Price" and the "Amount" columns for the same bid item.
- 11. If no numeral is provided in the "Amount" column for a lump sum item.

102.15 DISQUALIFICATION OF BIDDERS

Number 2 on the list is deleted.

Number 7 is deleted. The following is added as number 7: The Township has prior negative experience with a bidder as defined in N.J.S.A. 40A:11-4b.

Number 11 on the list is added.

11. Failure to satisfy the Bid Document submission checklist.

102.16 REJECTION OF ALL BIDS

The following Subsections are added:

SECTION 103 – AWARD AND EXECUTION OF CONTRACT

103.01 AWARD OF CONTRACT

This Subsection is changed to:

The award will be made to the lowest responsible bidder whose bid conforms in all respects to the requirements set forth in the contract documents and bid documents submission check list.

The Township of Piscataway reserves the right to reject any or all bids in accordance with applicable law or regulations. In the event of tie bids, the Township of Piscataway reserves the right to choose the bid that it deems to be most advantageous to the Township, price and other factors considered.

The award is not binding upon the Township until the contract has been executed by the Township of Piscataway, nor shall any work be performed on the account of the proposed contract until prospective contractor has been notified in writing via Notice to Proceed.

The award of the Contract(s) or the rejection of the bid(s) shall be made within 60 days of the date of opening of bids. If the Township deems it to be in its best interest to extend the time within which to award the contract by an additional 30 days, it shall request, in writing, that each bidder consent to such extension. Any bidder who agrees to such extension shall so notify by advising the Township, either orally or in writing, within three (3) days after the receipt of the Township's request. In the event of such extension, the Township shall make the award or reject such bids on or before the 90th day after the date of opening of the bids.

103.02 CANCELLATION OF AWARD

The following subsection is added:

103.03A RESCISSION OF CONTRACT

The Township of Piscataway reserves the right to rescind any contract which it has awarded, prior to commencement of work under said contract. The right to rescind may be exercised by the Township of Piscataway in accordance with applicable law.

103.03 RELEASE OF PROPOSAL BOND

103.04 EXECUTION OF THE CONTRACT

This Subsection is changed to:

Within ten (10) business days of the award of contract, the bidder shall deliver to the Township the Performance and Payment Bond as specified herein, Certificates of Insurance, Tax ID number, copy of your W-9 request for Taxpayer Identification Number and Certification to Piscataway Township, and the executed contract.

Prior to the award of the contract with the Township, the Contractor who is the lowest responsible bidder on the project shall submit the projected Manning Table Form AA201 (Construction) to the Affirmative Action Office, Department of the Treasury, CN 209, Trenton, NJ 08625-0209. A copy of the Contractor's letter directing said form(s) to the Affirmative Action Office and a copy of the form(s) must be supplied to the Township at the time same is sent.

Said original Manning Table Form AA201 may be obtained by obtaining by contacting the Affirmative Action Office at the address supplied above. The contract documents shall be

supplied to the Contractor by the office of Township Counsel at the time of the Award of Contract.

A Contractor's bid shall be rejected as non-responsive if the Contractor fails to submit the above within the required time

103.05 ESCROW OF BID DOCUMENTS

This Subsection is deleted.

103.06 FAILURE TO EXECUTE CONTRACT

103.07 ACQUISITION OF DOCUMENTS

This subsection is changed to:

One (1) hard copy set of the plans and supplementary specifications for the project will be given to the contractor at the pre-construction meeting. Upon request additional copies will be provided in digital format.

SECTION 104 – SCOPE OF WORK

104.01 INTENT

104.02 VALUE ENGINEERING

This subsection is deleted.

104.03 CHANGES TO THE CONTRACT

104.03.01 Authority to Make Changes

The first sentence of the first paragraph is deleted.

1. Field Orders.

This Subpart is deleted.

2. Change Orders.

The second and third paragraphs are changed to:

The Engineer reserves the right to make in writing, at any time during the work, such changes in quantities and such alterations in the work as necessary to satisfactorily complete the project.

Such changes in quantities and alterations do not invalidate the Contract nor release the surety, and the Contractor agrees to perform the work as altered.

All changes in quantities, work performed, services rendered, materials, supplies or equipment delivered or provided shall be authorized, permitted or accepted by the Township Engineer by the procedures established in N.J.A.C. 5:30-11.3. Notwithstanding the statutory general requirements for change orders, Change orders shall be used to change the number of units or items originally advertised and contracted for, provided that Unit prices or a price methodology were sought in the original specifications and included in the contract and the original specification and the contract included a provision that the unit prices could be so used. Change orders shall not be used to substantially change the quality or character of the items or work to be provided, inasmuch as such would have been a determining factor in the original bidding. The basis for a change in quantities and alteration shall be agreed upon before the performance of the work. If the basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount the Engineer may determine to be fair and equitable.

If the alterations or changes in quantities do not significantly change the character of the Work to be performed under the Contract, the altered work will be paid for as provided elsewhere in the Contract.

The term "significant change" shall be construed to apply only to the following circumstances:

- 1. When the character of the Work as altered differs materially in kind or nature from that involved or included in the original proposed construction, or
- 2. When a major item of work, as defined elsewhere in the Contract, is increased in excess of 120 percent or decreased below 80 percent of the original Contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 120 percent of original

Contract item quantity, or in case of a decrease below 80 percent, to the actual amount or work performed.

Changes that solely involve the increase or decrease in the quantity of Pay Items not involving unit price adjustments pursuant to the following paragraphs, the elimination of Pay Items, the adjustment of the estimated quantities in the Bid as the result of as-built calculations, or minor changes in the Work as provided below, may be affected by Change Order, as determined by the Engineer. All other changes will be included in a Change Order that specifies, in addition to the Work to be done, an adjustment of Contract Time, if any, and the basis of compensation for such Work.

A change order will not become effective until recommended and approved by the Engineer and the Governing Body, and directed in writing by the Purchasing Agent.

The Resident Engineer has the authority to order minor changes in the Work not involving an adjustment to the unit or lump sum prices, or an adjustment to Pay Items, or an extension of Contract Time, and not inconsistent with the intent of the Contract Documents. Such changes may be effected by Change Order and are binding on the Township and the Contractor. Additional compensation or extension of Contract Time will not be allowed.

Increases or decreases in the quantity of a Pay Item will be determined by comparing the total as-built quantity of such item of Work with the quantity contained in the Proposal. In making such a comparison, quantities that are the subject of Supplementary Agreements or Change Orders for Extra Work will not be considered.

Minor Pay Items are not eligible for any adjustment in unit price regardless of how much the total as-built quantity varies from the quantity contained in the Proposal.

Upon receipt of an approved change order, the contractor shall proceed with the ordered work. Where the changes involved require receipt by the Contractor of an approved change order, the Engineer may direct that the contractor proceed with the desired work and the contractor shall comply.

When the compensation for an item or Work is subject to adjustment under the provisions of Subsections 104.03.01 through 104.03.09, the Contractor shall, upon request, furnish the Engineer with adequate detailed cost data for such item of Work. If the Contractor requests an adjustment in compensation for an item or Work as provided in Subsection.

In addition to Change Orders, the terms and conditions relating to changes may be negotiated with the Contractor. If the Contractor signifies acceptance of such terms and conditions by executing a Supplementary Agreement, and if such Supplementary Agreement is approved by the Township Engineer issued to the Contractor, payment according to the terms and conditions as to compensation and adjustments in the Contract Time therein set forth constitutes full compensation and a mutually acceptable adjustment of Contract Time for all Work included therein or required thereby. The Contractor agrees that a proposed Supplementary Agreement that is not approved by the Township Engineer or that is rejected by the Contractor shall have no effect and that neither may attempt to use it in any litigation that may result from the Contract.

No claim for additional compensation shall be made because of any such alteration, deviation, addition to, or omission from the Work required by the Contract, by reason of any variation between the approximate quantities in the Proposal and the quantities of Work as done, by

reason of Extra Work, by reason of elimination or Pay Items, or by reason of changes in the character of Work except as allowed in this Section.

No claim for additional compensation or extension of Contract Time within the scope of this Section will be allowed if asserted after Acceptance.

The fourth and fifth paragraphs are changed to:

Do not deviate from the requirements of the Contract unless a Change Order is approved by the Township Engineer.

104.03.02 Protests to Change Orders

The third paragraph is changed to:

In the protest, list the points of disagreement, and, if possible, the specification references, quantities, and the costs involved. Ensure that the protest is a specific, detailed statement of the points of disagreement. The Township will reject general protests. If the Township rejects a protest for being a general protest, the contractor shall provide a specific, detailed statement within 7 days of such rejection.

104.03.03 Types of Changes

1. Quantity increases and decreases

The last sentence of paragraph 3 is deleted.

Paragraphs 5, 6 & 12 are deleted

2. New Work

This subpart is deleted.

3. Changes in the Character of Work

This subpart is deleted.

104.03.04 Contractual Notice

Paragraphs 4 and 5 are deleted.

104.03.05 Unrecoverable Costs

104.03.06 Unacceptable Cost Calculation Methods

104.03.07 Tracking Costs

This subsection is deleted.

104.03.08 Force Account

This subsection is deleted.

104.03.09 Delay Damages

Following section is added for unspecified construction work:

104.04 UNSPECIFIED CONSTRUCTION WORK

104.04.01 Description

Any unforeseen work, material, or item not shown or specified on the contract drawings and specifications may be required in the event the Engineer approves the need for additional work deemed to be necessary for the completion of the project. Unspecified construction must comply with the requirements of the specifications and as directed by the Engineer.

The Engineer shall notify the Contractor of the necessity for work, stipulating its character and extent. Upon receipt of such notification, the Contractor shall notify the Engineer, in writing, of the fair compensation, for which he proposes to perform the required work.

No work shall be performed unless it has been ordered in writing as such by the Engineer before the said work started.

104.04.02 Measurement & Payment

The Township will measure and make payment for Items as follows:

<u>ITEM</u> PAY UNIT

Unspecified Construction Work

Allowance

Payment allowance for Unspecified Construction Work shall include, but not limited to material, labor, equipment, supplies, storage, removal, testing, restoration, and all as necessary to complete the work.

SECTION 105 - CONTROL OF WORK

105.01 AUTHORITY OF THE DEPARTMENT

105.01.01 RE

The first sentence of the first paragraph is changed to:

The Engineer will decide all questions that may arise as to the quality and acceptability of the Work and as to the rate of progress of the Work, all questions that may arise as to the interpretation of the Contract Documents, all questions as to the acceptable fulfillment of the Contract on the part of the Contractor, and all questions as to compensation.

105.01.02 Inspection

105.02 RESPONSIBILITIES OF THE CONTRACTOR

105.02.01 Labor and Equipment

105.02.02 Superintendent

105.02.03 Subcontracted Work

105.02.04 Fabricators and Suppliers

105.03 CONFORMITY WITH CONTRACT

Add, and STATE OR, to the third sentence of the 5th paragraph after the word, loses.

105.04 PLANS AND SPECIFICATIONS

105.05 WORKING DRAWINGS

The following is added.

The Contractor shall have 15 calendar days from the date of the resolution awarding a contract to submit to the Engineer all shop drawings, catalog cuts, concrete mix design, job mix formula's, samples for testing, etc. as required by the specifications for the project with the exception of as-built drawings and manuals.

ALL STRUCTURAL SHOP DRAWINGS (PRECAST/PRESTRESSED CONCRETE, STRUCTURAL STEEL, ETC.) MUST CLEARLY INDICATE THE LENGTH OF TIME NECESSARY, AFTER THE ENGINEER'S APPROVAL, FOR DELIVERY OF THE FINISHED PRODUCT TO THE PROJECT SITE COMPLETE AND READY FOR INSTALLATION.

All shop drawings, catalog cuts and New Jersey Electrical material specifications traffic signal equipment (underground and aboveground), must clearly indicate the length of time necessary after the Engineer's approval for delivery of the finished product to the project site complete and ready for installation and operation.

Submittals shall clearly indicate the information necessary for said review by the Township Engineer's Office. This may take the form of high lighting or marking the information with a color marker and/or circling pertinent information for easier reviewing. It is the responsibility of the contractor to review submittals prior to their presentations to assure their conformity to the project plans and specifications. All costs for providing the above mentioned information shall be included in the price bid for the various pay items scheduled in the proposal.

If an initial submittal is disapproved, the Contractor shall have an additional 15 calendar days to make necessary resubmittals as required in order to obtain approval.

The Contractor shall place orders for the various approved items and provide the Engineer copies of said purchase orders.

The total time allotted for the approval of submittals and the ordering of materials required for the project shall not exceed 30 calendar days from the date of the Award of Contract resolution by the Township of Piscataway in any case.

No materials may be delivered to the project and/or installed prior to their approval.

It is the contractor's responsibility to make all submittals in a timely manner so as not to impede progress on the project.

Failure to make all submittals or issue purchase orders within the allotted time may result in the Engineer recommending Default of Contractor and/or Denial of Payment on the items requiring submittals or delay in the payment of monthly invoices.

In the event that after installation of a product claimed to be equivalent, it proves not be equivalent, or if the installed work is not in accordance with the "supporting manufacturer's data" of the submittal or substitution, then the Contractor shall be responsible to the Township for all damages and additional expenses incurred by the Township. Furthermore, the Township reserves the right to cancel the contract and return unused goods.

The time specified for submitting approvals is not intended to modify or supersede the contract time as specified.

It is expected that the contractor will use only materials that have been previously approved by the submittal process, prior to start construction. Substitutions during construction will not be allowed, and will be grounds for stopping work, until a proper review can be done of the proposed substitution.

If after the review process, the engineer determines the substitution is satisfactory, and that the contractor could not have reasonably provided the item(s) as originally approved, the change in material will be allowed at no cost to the contractor.

If however, the engineer determines that the proposed substitution is being done for the contractors convenience such as the original item not ordered in time, etc. the substitution will be disallowed and a review charge of \$100.00 per item will be levied against the monies due the contractor.

The time required for review during which work is halted will not be an acceptable reason for EXTENSION OF CONTRACT TIME.

105.06 COOPERATION WITH OTHERS

105.07 COOPERATION WITH UTILITIES

105.07.01 Working in the Vicinity of Utilities

A. Initial Notice

For the utilities specified in the Special Provisions, at least 10 days before beginning construction operations, submit a notice to each Utility, with a copy to the RE, that includes the following:

1. Name, location, and scope of the project

- 2. Name and contact information of the contractor
- 3. An inquiry for all information required to determine the location of the existing utility
- 4. Portion of the approved preliminary schedule or baseline schedule that affects the Utility.

The corporations, companies, agencies, or municipalities owning or controlling the utilities, and the name, title, address, and telephone number of their local representative are as listed below:

PSE&G (Electric) Ryan C. Quinn/Robert Mido 472 Weston Canal Road Somerset, NJ 08873 Phone: 732-764-3161

PSE&G (Gas) James Cavanagh 40 Rock Avenue Plainfield, NJ 07063 Phone: 908-668-3808

New Jersey American Water (Water) Melissa A. Hazelton One Water Street Camden, NJ 08102 Phone: 856-955-4403

Verizon Communications (Telephone) Ervin Hernandez 290 West Mount Pleasant Ave Livingston, NJ 07039 Phone: 856-912-0748

Township of Piscataway (Sewer) Guy Gaspari 505 Sidney Road Piscataway, NJ 08854 Phone: 732-562-2395

Altice USA (Cable) Jeffrey Polanco 275 Centennial Ave Piscataway, NJ 08854 Phone: 732-317-7344 B. Locating Existing Facilities

Delete 2, and 3.

C. Protection of Utilities

Delete the second sentence from paragraph 6.

105.07.02 Work Performed by Utilities

Paragraphs 1 through 3 are deleted and the following is added:

Within the site of the Project there may be public utility structures, and notwithstanding any other clause or clauses of the contract, the Contractor shall not proceed with its Work until it has made inquiry at the offices of the Engineer, the utility owners and municipal authorities, or other owners to determine their exact location. The Contractor shall notify, in writing (Certified Mail, Return Receipt), the utility owners and municipalities or other owners involved of the nature and scope of the Project, and of its operations that may affect their facilities or property. The notifications shall request a schedule for the relocation of the utilities facilities. Two copies of such notices shall be sent to the Resident Engineer. The Contractor shall repeat the notification on a weekly basis until a response is received. The Contractor shall also comply with the State's Underground Facility Protection Act and notify the State's One Call System and identify itself at the Township's Contractor before performing Work on the Project. The One Call System can be reached by calling 1-800-272-1000.

The Contractor shall also comply with the State's "High Voltage Proximity Act", codified at NJSA 34:6-47.1 to 47.9 inclusive, as amended and supplemented, concerning safety precautions to be taken in the proximity of certain electric conductors installed above ground. In addition, the Contractor's construction operations shall be according to all rules and regulations promulgated by the New Jersey Commissioner of Labor. The Contractor shall follow all applicable rules and regulations issued thereunder, including but not limited to 29 CFR 1926.550 and according to the NEC. The Department of Labor, Office of Safety Compliance may be contacted for the latest rules, regulations, and guidance.

The following activates may be required by the respective utility companies with the proposed construction of a new stormwater drainage system:

PSE&G (Electric)

Relocation of existing overhead lines

PSE&G (Gas)

Relocation of existing gas service lines

New Jersey American Water (NJAW)

Relocation of existing water service lines

Verizon (Communication)

Relocation of existing utility pole and overhead lines

Township of Piscataway (Sewer)

Relocation of existing service lines

Altice (Cable)

Relocation of existing overhead lines

The Contractor shall correspond with utility companies one month prior to any scheduled utility to confirm existing utility location, conflicts to be resolved, and schedule of work. The scope of utility work should include, but may not be limited to the above work. Contractor to coordinate with utility any required relocation or utility work based on proposed construction.

The Contractor shall make a written request to the utilities in advance of the notice called for in the utility schedules to notify utility owners to proceed with each utility item. The Contractor shall guarantee the site availability for utility operations.

Utility items constructed or installed by the Contractor for a utility owner must meet the owner's specifications. The owner shall be given the opportunity to inspect the actual material to be installed as well as the installation. The Contractor shall notify the utility owner ten days in advance of the beginning of construction of the utility items.

The Contractor shall protect, support, and secure all in-place utility facilities so as to avoid damage to them and their interruption of service. The Contractor shall satisfactorily maintain the flow in drains and sewers at all times. The Contractor shall not move utility facilities without the owner's written consent, and the facilities shall be as safe and permanent at Completion as they were before the Contractor's involvement. In the event the Contractor damages a utility facility, the Contractor shall notify the owner immediately and the owner may require the damage to be repaired at the Contractor's expense. The Contractor shall pay for the repair of utility facilities damaged by the Contractor within 30 days of the completed repair or the Township may retain sufficient monies due or about to be due the Contractor to reimburse the owner for the repair of its facility. The Contractor shall be responsible to repair/relocation of private services either damaged by the Contractor's operation or impacted by utility relocations, and must have the work performed by a N.J. Licensed Electrician.

The Contractor shall permit the utility owners or their agent's access to their facilities at all times and shall cooperate with them in performing their work.

The Contractor shall be cognizant that where joint use poles or duct banks are used the time frames for work performed by each use may be cumulative and shall seek clarification and coordinated schedules from the multiple utilities.

The Contractor, after providing notice to the utilities, shall monitor and record the utilities performance/work effort on a daily basis. A separate written report shall be submitted to the resident engineer for his agreement/confirmation reporting the work performed on each utility, equipment/personnel on site, hours on site, and work accomplished. A file should be maintained in the field office.

A request for payment by the contractor shall not be processed if the separate written report for each utility is not submitted to the resident engineer reporting the work performed by each utility. The required written report shall be concurrent to the date of submission for request of payment to the resident engineer.

Should the Contractor, solely for its own convenience, cause the utility company to incur costs without prior written approval of the Resident Engineer, the Contractor shall be responsible for these costs and delays.

The Contractor shall cooperate with the utility owners concerned and shall notify them, not less than ten days in advance of the time it proposes to perform any Work that may endanger or affect their facilities. The Contractor assumes the obligation of coordinating its activities with those of the utilities based on the schedules developed by the Contractor and utilities.

For the purpose of establishing the exact location of subsurface utilities, the Contractor may request utilities perform the excavation of test pits. The Resident Engineer may direct the Contractor to perform tests in accordance with the bid item in the Contract. Failure of the Resident Engineer to direct the digging of test pits does not relieve the Contractor of its responsibilities regarding the protection and preservation of utilities.

It is understood and agreed that the Contractor has considered in its bid all of the permanent and temporary utility facilities in their present or relocated positions as may be shown on the Plans, as described in the Specifications and as revealed by its site investigations; is aware that utility company service demands, adverse field conditions and emergencies may affect the owner's ability to comply with the proposed schedules for utility work; and is cognizant of the limited ability of the Township to control the actions of the utilities, including the actions of railroads, and has made allowances in its bid that no further compensation or extensions of Contract Time will be granted for delays, inconvenience or damage sustained by the Contractor due to any interference from utility facilities or the operation of moving them.

105.08 Environmental Protection

105.09 LOAD RESTRICTIONS

105.10 USE OF EXPLOSIVES

The Section is amended as follows:

The use of explosives on the project is prohibited.

SECTION 106 - CONTROL OF MATERIAL AND EQUIPMENT

	SECTION TO CONTROL OF MATERIAL AND EQUILIBRIUM
106.01	SOURCE OF SUPPLY AND QUALITY REQUIREMENTS
106.02	DEPARTMENT-FURNISHED MATERIAL
106.03	FOREIGN MATERIALS
	The following is added:
	If the Engineer shall find that in the performance of the Contract there has been a failure to comply with the provisions contained in the Contract Documents relative to foreign materials, he shall make his finding known to the Township of Piscataway and to the State of New Jersey Department of Transportation.
	Piscataway Township follows Buy America Statute N.J.S.A. 40A:11-18.
	In case of conflict between State Law and Federal Law, the Federal Law will govern.
106.04	MATERIALS QUESTIONNAIRE
106.05	MATERIALS INSPECTIONS, TESTS, AND SAMPLES
	The sixth paragraph is changed to:
	For aggregates that do not meet the requirements of the Contract for gradation or density of are not used in the Work, the Township has the right to charge the Contractor for the cost of sampling and testing. The Township will charge \$300.00 per failing sample tested for gradation and \$200.00 per failing lot or sub-lot tested for density.
106.06	PLANT INSPECTION
106.07	CERTIFICATION OF COMPLIANCE
106.08	UNACCEPTABLE MATERIAL
106.09	SUBSTITUTES FOR PROPRIETARY ITEMS

SECTION 107 – LEGAL RELATIONS

107.01 LEGAL JURISDICTION

107.01.01 Applicable Law

107.01.02 Permits, Licenses, and Approvals

107.01.03 Sovereign Immunity

107.02 NONDISCRIMINATION

107.03 AFFIRMATIVE ACTION, DISADVANTAGED BUSINESS ENTERPRISES, OR EMERGING SMALL BUSINESS ENTERPRISES

This Subsection is changed to:

AFFIRMATIVE ACTION

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, up-grading, 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:
 - (l) 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;
 - (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 non-discrimination 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 contactor 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 Township 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 Division 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.

The following is added:

The Contractor shall complete and forward Monthly Project Manning Report Form AA-202 to the Affirmative Action Office, Department of the Treasury, CN 209, Trenton, NJ 08625-0209 for each month during construction. A copy of the form must be supplied to the Township at the time same is sent. Said original forms may be obtained by contacting the Affirmative Action Office at 609-292-5475.

107.04	New Jersey Contractual Liability Act
107.05	LIMITATIONS OF LIABILITY
107.06	PERSONAL LIABILITY OF PUBLIC OFFICIALS
107.07	ASSIGNMENT
107.08	Non Waiver
107.09	INDEPENDENT CONTRACTOR
107.10	Non-Third Party Beneficiary Clause
107.11	RISKS ASSUMED BY THE CONTRACTOR
	The following is added:
	The contractor shall save, protect, indemnify and hold harmless the Township of Piscataway, its employees and/or agents from any and all injuries or claims for injuries or damages to persons or property caused by the Contractor or its employees, agents and/or subcontractors in undertaking the work contemplated by these bid specifications. The indemnification /hold harmless provided to the Township hereunder shall survive the completion of the work and final acceptance of the project by the Township of Piscataway.
	The second paragraph of note 1 in paragraph three is deleted.
107.12	THE CONTRACTUAL CLAIM RESOLUTION PROCESS
107.13	LITIGATION OF CLAIMS BY THE CONTRACTOR
	The second sentence of the second paragraph is deleted.
107.14	PATENTED DEVICES, MATERIALS, AND PROCESSES
107.15	TAXES

107.16

RECOVERY OF MONIES BY THE STATE

SECTION 108 – PROSECUTION AND COMPLETION

108.01 SUBCONTRACTING

The fifth sentence is changed to:

Submit requests for approval to subcontract on State NJDOT forms to the Township at least 20 days before the anticipated start of the work with the following:

108.02 COMMENCEMENT OF WORK

Delete paragraphs one, two and five.

The following is added:

Upon award of the Contract by the Township of Piscataway, a copy of the resolution awarding the contract shall be provided to the Contractor. Upon execution of the contract by the Township of Piscataway, a pre-construction conference will be held, and the Contractor will be authorized to order materials. The Contractor must have the entire project completed within the time frame stipulated in Section 30, Liquidated Damages.

Construction operations shall begin within 10 days of the date of the Notice to Proceed and shall continue without interruption until the work is completed. Failure to begin construction operations within 10 days shall constitute a default for which the Township of Piscataway may take whatever action that is deemed appropriate under the contract.

108.03 DAILY COMMUNICATIONS

Paragraph two is deleted.

108.04 WORK SITE AND STORAGE

The second sentence in the first paragraph is changed to:

Except as otherwise provided, any space that the Contractor may require for plant, equipment, storage, or other purposes in addition to that available at the Project site, shall be procured by the Contractor, and the cost thereof shall be included in the prices bid for the various Pay Items scheduled in the Proposal.

The following is added:

The contractor shall give the engineer a copy of any lease for the use of private property.

Upon completion of all work and prior to the release of final retainage, the contractor shall give the Engineer a copy of a letter of release from the property owner stating that the site has been restored in a satisfactory manner.

108.05 SANITARY AND SAFETY PROVISIONS

108.05.01 Sanitary

108.05.02 Safety Program

All paragraphs after the first paragraph are deleted

108.06 Night Operations

108.07 Traffic Control

108.08 OCCUPANCY CHARGES

108.09 MAINTENANCE WITHIN THE PROJECT LIMITS

The first sentence of the third paragraph is changed to:

The Contractor is not responsible for removal of ice and snow from sections of the roadway opened to thru traffic.

The following is added:

Vehicular and pedestrian traffic shall be maintained within the limits of the project. <u>TRAFFIC CONTROL SHALL BE COORDINATED WITH LOCAL AUTHORITIES.</u>

The contractor shall backfill all excavated areas within the roadway to a grade compatible with the existing traveled way at such times he is not actively working. This shall include nights, weekends, and periods of shutdowns.

Trenches shall not remain open overnight under any circumstances.

Roadways and shoulders in areas within which the Contractor has commenced construction operations and which are reserved for traffic shall be maintained by the Contractor, at his expense, free from obstructions and in a smooth riding condition at all times, including seasonal shutdowns. In areas within which the Contractor has not actually commenced construction operations, the Engineer may direct the Contractor to construct Hot Mix Asphalt Patch in order to maintain roadways and shoulders reserved for traffic in a smooth riding condition.

The contractor shall be required to remove ice and snow from the existing or newly constructed pavements within work zone area that is either active or non-active from October 1 to April 1 to provide access to intersecting roadways, businesses, parking lots, driveways, residences and garages for vehicular and pedestrian traffic at the contractor's expense.

The ice and snow removal and spreading of de-icing material shall be carried out immediately by the contractor from the beginning of ice and snow event to the ending of the ice and snow event. The contractor shall be required to monitor the weather forecasting from October 1 to April 1 and to effect immediately the removal of ice and snow and application of de-icing material.

Separate payment will not be made for removal of snow and ice and application of de-icing material from October 1 to April 1. All costs thereof shall be included in the prices bid for the various pay items scheduled in the Proposal.

Competent, trained, traffic directors shall be employed at every point where Contractor's equipment is working immediately adjacent to, or is entering, leaving or crossing active traffic lanes. Traffic directors shall be employed continuously for the full time such conditions exist as determined by the Engineer.

The cost of maintaining and protecting such traffic and employing traffic directors will not be paid for under any specific item but the cost thereof shall be included in the prices bid for the various maintenance of traffic items scheduled in the Proposal.

Escape ramps shall be provided at the edges of pavement lifts or at excavations. Safety ramps of hot mix asphalt shall be provided at and around all drainage and utility castings.

Alternate one-way traffic, if required, during resurfacing, and storm sewer crossings will be coordinated with the local police and the Engineer with at least 3 days notice. One-way traffic control will be carried out by 2 police traffic directors, one at each end of the work, with appropriate sign installation as shown on the plans.

Final responsibility for the installation of adequate precautions and for the protection of the traveling public and his own personnel, shall rest with the contractor.

Site for the storage of equipment and materials during the progress of the work shall be subject to the approval of the Engineer.

Compliance with all prescribed safety precautions contained herein shall not relieve the contractor of this primary responsibility to take all necessary measures to protect and safeguard the public nor relieve him of any responsibilities described in the contract agreements.

If the Local Police notifies the contractor or his superintendent or the Engineer of any hazardous condition or violation or traffic control regulations in the work area, all operations shall be immediately discontinued, and immediate remedial action will be taken to the satisfaction of the Local Police before work is resumed. All costs incurred as a result of each action shall be borne by the contractor without recourse against the Township.

108.10 CONTRACT TIME

108.11 MODIFICATIONS TO CONTRACT TIME

108.11.01 Extensions to Contract Time

A. Qualifications for Extensions

The second sentence of the second paragraph is changed to:

The Township will not consider payment for delay damages, as specified in 104.03.09, unless an approved progress schedule and updates are current as specified in 153.03.

The third paragraph is deleted.

- B. Types of Delays
- 2. Excusable, Non-Compensable Delays.
- b. Utilities.

This Subpart is changed to:

Delays caused by Utilities, excluding the Township, when the actual duration to complete the utility work is more than 20 percent greater than the estimated schedule obtained by the Contractor from the utility.

3. Excusable, Compensable Delays.

This Subpart is deleted.

4. Concurrent Delays.

This Subpart is deleted.

108.12 RIGHT-OF-WAY RESTRICTIONS

The first paragraph is changed to:

Request the ROW Plans and obtain from the RE all other information regarding ROW parcels, easements, temporary easements, and temporary access to parcels acquired for the Project as well as the nature and type of title acquired.

108.13 SUSPENSION OF WORK

The fourth paragraph of this Subsection is changed to:

Resume work when directed by the RE. Within 7 days of receiving notice to resume work, provide the RE a written request for a modification of Contract Time for the number of days sought resulting from the suspension.

108.14 DEFAULT AND TERMINATION OF CONTRACTOR'S RIGHT TO PROCEED

Item number one is changed to:

- 1. Fails to begin construction operations within 10 days of issuance of the Notice to Proceed.
- 108.15 TERMINATION OF CONTRACT
- 108.16 PARTIAL ACCEPTANCE
- 108.17 INTERIM COMPLETION
- 108.18 SUBSTANTIAL COMPLETION
- 108.19 COMPLETION AND ACCEPTANCE

The first paragraph is changed to:

Notify the RE, in writing, when the Work is complete. When the RE receives written notice, the Township of Piscataway, if the project is State or Federally funded or if a State Traffic Control Signal, State roadway or State facility or a State maintained traffic control is involved, will perform an inspection. If the Township of Piscataway determines that the Work is complete, the Township will execute a final change and issue a resolution of acceptance and make final payment.

The second paragraph is changed to:

If the Township of Piscataway determines that the Work is not complete, the RE will respond within 30 days and provide the Contractor the Township's necessary instructions for correction. Final Inspection by Township of Piscataway will be according to their availability and schedule which the Township does not control. The Township of Piscataway may provide comments and instructions for corrections. Complete the Work and re-notify the RE. Repeat this procedure until the Township of Piscataway issues a Certificate of Completion.

The third paragraph is changed to:

The date of the Township resolution of acceptance is the date of completion.

The following is added:

If the Township of Piscataway requests traffic control devices and safety services of police traffic directors during the inspection walkthrough, the Contractor agrees that it shall follow Section 159 – Traffic Control. The subcontractors shall attend the inspection walkthrough to immediately address the comments and instructions for corrections by the Township of Piscataway.

- 108.20 LIQUIDATED DAMAGES
- 108.21 WARRANTIES

DIVISION 150 – CONTRACT REQUIREMENTS

SECTION 153 – PROGRESS SCHEDULE

- 153.01 DESCRIPTION
- 153.02 MATERIALS
- 153.03 PROCEDURE

This entire subsection is changed to:

153.03.01 Progress Schedule and Prosecution of the Work

At or before the preconstruction conference, the Contractor shall furnish, for review, a progress schedule showing the order in which the Contractor proposes to prosecute the Work; the dates on which the various stages, operations, and principal items of Work including procurement of materials and plant will begin; the quantity and kinds of equipment and character of the labor force; and the contemplated dates for completing the same. The progress schedule shall clearly outline the intended maintenance of traffic, the locations where temporary and permanent soil erosion and sediment control measures shall be installed, and such other information as required by the Contract documents or as deemed appropriate for the Project. The progress schedule shall give special consideration to sensitive areas such as wetlands, floodplains, waterways, and parklands to ensure that appropriate staging and seasonal constraints are considered to maximize the effectiveness of the soil erosion and sediment controls. The progress schedule shall also indicate any time frames when work is restricted in these sensitive areas as outlined in the permits issued by the regulatory agencies. The progress schedule shall also include a detailed, step-by-step outline of the clean-up operations regarding contaminated materials. When clean-up operations are involved, four additional copies of this portion of the progress schedule shall be furnished.

Construction operations shall not begin until the progress schedule has been reviewed and approved. Five Working Days will be required for review and approval of progress schedules for projects having a duration of two years or less with two additional Working Days for each year or part thereof in excess of two years. Once the progress schedule has been approved, the Contractor shall not deviate from it without first notifying the Engineer in writing.

In scheduling and executing the Work, the following shall be considered:

1. Staging. The Contractor shall schedule the Work using such procedures and staging as may be specified in the Contract Documents or where approved.

When the Contract Documents provide for staging or specific procedures, the Contractor may, before submitting a progress schedule, present for written approval of the Engineer, a detailed, written alternate staging plan or procedure which incorporates the requirements of the Township. As a condition of the Engineer's reviewing the alternate staging plan or procedure, the Contractor agrees that it is not entitled to additional Contract Time or compensation arising from possible delays to construction due to the time spent in reviewing the Contractor's staging plan or procedure, regardless of whether the Township accepts or rejects it. If such staging plan or procedure is approved in writing, the Contractor may then prepare a progress schedule consistent with the approval.

HMA paving operations shall be staged to progress up to the bottom of the surface course. The HMA concrete surface course for the full width of the traveled way, shoulder, and auxiliary lanes shall be paved as a single stage of construction and as the final paving operation.

2. Prosecution of the Work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the Project according to the Contract Documents and within the time set forth under Subsection 108.10.

If the Contractor falls ten percent or more of the total project time behind the submitted schedule, the Contractor shall submit a revised schedule for approval.

Should the Contractor discontinue the prosecution of the Work for any reason, it shall notify the Engineer, in writing, before discontinuing work and at least 24 hours before resuming operations.

The Contractor shall arrange and prosecute the Work so that each successive construction operation at each location shall follow the preceding operation as closely as the requirements of the various types of construction permit.

Work that closes or alters the use of existing roadways shall not be undertaken until adequate provisions, conforming to the requirements of Section 617, have been made by the Contractor and approved.

The Engineer may revise stage construction and maintenance of traffic, if deemed necessary, due to unforeseen circumstances that may arise during construction.

Compensation for additional expense to the Contractor and allowance of additional time for completion of the Work shall be as set forth in a Change Order or Supplementary Agreement or according to Subsections 108.11 and 109.03.

When possible, the construction of subsurface structures adjacent to traffic shall be performed while traffic is being diverted from such areas. If traffic must be maintained in such areas, the Work shall be performed expeditiously in stages, as approved, and with minimum interference with traffic.

Subsurface structure excavation adjacent to traffic shall not remain open overnight unless adequately protected by approved safety devices.

The Contractor shall proceed with the Work of demolition of the various buildings that are identified with a demolition number as they become available for demolition. If any of the buildings that are to be demolished are not available for demolition at the time the Contractor begins Work on the Project, the Contractor shall temporarily defer its Work in the vicinity of the building and complete the Work when the building is available for demolition.

Operations adjacent to traffic shall be confined to only one side of the traffic at any one time unless otherwise specified in the Contract Documents.

Concrete curbs to be construction adjacent to flexible base and surface courses shall be completed, cured, and backfilled before the flexible base and surface courses are constructed.

Underground structures for traffic signals, except for pressure detector installations, shall be constructed before completion of the intersecting road.

3. Intent, Responsibility, and Time. Scheduling of construction is the responsibility of the Contractor. Therefore, it is the Contractor's responsibility to determine the most feasible order of Work commensurate with the Contractor's abilities and the Contract Documents. The requirement for the progress schedule is included to ensure adequate planning and execution of the Work, to assist the Engineer in appraising the Contractor's compliance

with the Contract Documents, and to evaluate progress of the Work. The progress schedule will be used for determining extensions or reductions of Contract Time pursuant to Subsection 108.11.

It is not intended that the Engineer, by reviewing the progress schedule, agrees that it is reasonable in all respects or that following the progress schedule can result in timely completion of the Project. The progress schedule is not a part of the Contract.

If, in the preparation of the progress schedule, the Contractor projects a completion date that is different than that specified under Subsection 108.10, this in no way voids the date set therein. The dates as specified in that Subsection governs. Where the progress schedule reflects a completion date that is earlier than that specified as the Contract Time, the Engineer may approve the schedule with the Contractor specifically understanding that no claim for additional Contract Time or compensation shall be brought against the State as the result of failure to complete the Work by the earlier date shown on the progress schedule.

4. Acceleration and Default. If, in the opinion of the Engineer, the Contractor falls behind its progress schedule, and cannot complete the Work within the time prescribed under Subsection 108.10, as modified pursuant to Subsection 108.11, the Contractor shall take such steps as may be necessary to improve its progress. The Engineer may require the Contractor to increase the number of shifts, begin overtime operations, work extra days including weekends and holidays, or supplement its construction plant and to submit for approval such supplementary schedule or schedules, as may be deemed necessary to demonstrate the manner in which the agreed rate of progress shall be regained, all at no cost to the Township.

Failure of the Contractor to comply with the requirements of the Engineer under this Subheading is grounds for the determination that the Contractor is not prosecuting the Work with such diligence as to ensure Completion within the time specified. Upon such determination, the Engineer may terminate the Contractor's right to proceed with the Work or any separable part thereof according to Subsection 108.17.

Types of Progress Schedules. All progress schedules shall comply with the foregoing provisions of this Subsection. Regardless of the type of progress schedule used, the Contractor shall supply the Resident Engineer with a weekly work schedule indicating the Contractor's planned work, the subcontractors' planned work, the dates when materials are to be delivered, and a forecast of lane closings.

The progress schedule shall be the following:

a. When the Progress Schedule is not a Pay Item. The progress schedule may be a bar chart or similar type acceptable to the Engineer as a form and substance. The schedule shall be in a suitable scale to indicate the percentage or work scheduled for completion at any time. The progress schedule shall include, as a minimum, one activity for each Pay Item, however, the Engineer may require, and the Contractor shall provide, a breakdown of each discrete component part to be included in the progress schedule for certain Pay Items. The Contractor shall include in the progress schedule, or in a separate submission, a schedule of working drawing submissions. The Contractor shall update the progress schedule when conditions have changed such to invalidate the current schedule.

153.04 MEASUREMENT & PAYMENT

This Section is changed to:

The Township will not measure and will not make payment for Progress Schedule, Progress Schedule Update and Bar Chart Progress Schedule and Updates.

The contractor shall provide all costs at the contractor's expense.

SECTION 154 – MOBILIZATION

154.01	DESCRIPTION
154.02	Materials
154.03	Procedure
154.04	MEASUREMENT & PAYMENT
	This Section is changed to:
	The Township will not measure and will not make payment for Mobilization.
	The contractor shall provide all costs at contractor's expense.

SECTION 157 – CONSTRUCTION LAYOUT AND MONUMENTS

- 157.01 DESCRIPTION
- 157.02 MATERIALS
- 157.03 PROCEDURE

157.03.01 Construction Layout

This Subsection is changed to:

(A) For Projects without Construction Layout as a Pay Item.

The contractor shall provide all Work required in connection with the layout for construction of the Project, using the control points and data furnished by the Engineer.

The contractor shall furnish all necessary qualified personnel and adequate equipment to preserve such controls throughout the duration of the Contract and shall lay out there from all of the lines and grades necessary for the complete construction of the Project. All work shall be performed under the supervision of a currently licensed New Jersey Professional Land Surveyor.

The contractor shall make all necessary computations to establish the exact position of all the Work from the control points, which are shown on the Plans or furnished by the Engineer. All the work shall be referenced to baselines which the Contractor shall establish from the control points, re-establish when necessary and maintain throughout the life of the Contract so as not to delay the Engineer from making necessary preliminary, interim, and final measurements and from checking the Contractor's layout if he so desires.

The contractor shall be responsible for the preservation of all control points furnished by the Township of his use in staking out the Work. If such control points are damaged, lost, displaced, or removed, they shall be reset at no cost to the Township.

The Contractor shall provide and maintain offset stakes from each main roadway baseline, from each ramp, jug handle, or turnaround baseline and from each local road baseline, at each station, and outside the limits of grading and construction.

Each stake shall be identified and marked to show the offset distance from the baseline and the Contractor shall furnish grade sheets showing the cut or fill to the finished profile lines with reference to the offset stakes. Grade sheets for construction of sub base and under layer preparation shall also include calculations to establish the typical cross section from the profile grade stake. The Contractor shall provide adequate and accurate offset lines during such construction that require occupation of the baseline points by construction operations.

It shall be the Contractors sole responsibility for the construction of all items of work to the line and grades shown on the plans. The contractor shall provide the necessary qualified personnel to correctly interpret the survey layout as provided by the licensed New Jersey Professional Land Surveyor.

With the exception of Right-Of-Way monuments to be set, unless otherwise specified or directed by the Engineer all items of work shall be constructed to within 0.10' of plan line and grade.

Failure to construct an item or items of work to within the tolerances shown above will result in the Engineer evaluating the work in order to determine the impact of the failure to meet plan line or grade on the effectiveness of the project.

If in the opinion of the Engineer, the project cannot be successfully completed with the quality of work performed, he shall order the work redone at the contractor's expense.

In instances where the Engineer feels the impact of the defective work is less severe, the Engineer shall have the option to negotiate a credit to the Township. If a credit cannot be successfully negotiated, the contractor will be ordered to redo the work at his sole expense.

Engineer will make every effort to periodically check the work in progress for conformity to plan line and grade, however, no guarantee is implied that said checks will be performed at the contractor's convenience. If any work is found to be defective the Engineer shall within 3 working days render a decision as to whether the work should be redone or if the Engineer wishes to negotiate a credit to the Township.

(B) Vertical Control.

Where projects without construction layout as a Pay Item and prior to the beginning of any construction work which requires accurate elevations, rough grading, and clearing not included, the vertical control network shall be verified by the contractor's survey crew.

(C) Horizontal Control

When projects without construction layout as a Pay Item, the contractor's survey crew shall be responsible to recover, verify, and check the horizontal control shown on the plans.

157.03.02 Monument

157.03.03 Monument Box

157.04 MEASUREMENT AND PAYMENT

The following is added:

If Construction Layout is not included in the proposal, include the costs in the various items in the proposal. The contractor shall provide all construction layout costs at the contractor's expense.

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

158.01 DESCRIPTION

158.02 MATERIALS

158.03 CONSTRUCTION

158.03.01 Environmental Manager

Delete the first and second paragraph and add the following:

The Contractor Representative shall have the responsibility and sufficient authority for implementing the approved SESC and water quality methods of operations. The environmental manager shall coordinate, oversee, and supervise SESC and water quality operations on the Project. This includes both on-site and off-site activities, including those involving subcontractors. The environmental manager shall oversee and supervise all site waste control operations for the Project. Notify Freehold Soil Conservation District 48 hours before the installation of SESC measures.

158.03.02 SESC Measures

158.03.03 Erosion Control Sediment Removal

158.04 MEASUREMENT AND PAYMENT

The Township will measure and make payment for Items as follows:

PAY ITEMUNITSilt FenceLinear FootInlet Filter Type 2, 2' x 4'UnitHaybaleUnit

SECTION 159 – TRAFFIC CONTROL

159.01 DESCRIPTION

159.02 MATERIALS

159.02.01 Materials

159.02.02 Equipment

159.03 PROCEDURE

159.03.01 Traffic Control Coordinator

159.03.02 Traffic Control Devices

159.03.03 Removable Black Line Masking Tape

159.03.04 Temporary Pavement Markers

159.03.05 Temporary Pavement Marking Tape

159.03.06 Traffic Stripes, Latex, Traffic Markings Lines, Latex and Traffic Markings Symbols, Latex

159.03.07 HMA Patch

159.03.08 Traffic Direction

B. Police.

This Subsection is changed to:

Traffic safety services shall consist of the use of the local police in the enforcement of the approved Traffic Control Plan (TCP), and applicable laws to provide a safe worksite for both construction personnel, and the traveling vehicular and pedestrian public.

Police providing traffic safety services shall be off-duty. Police officers shall be from the municipality within which the Work of the Project is to be accomplished.

The Contractor agrees that it shall make no claims against the Township for extra costs resulting from any delays or interruptions to its operations attributable to the actions or inactions of police in the performance of traffic safety services. The Contractor further aggress that it has incorporated in its Proposal any costs that maybe incurred by the Contractor as a result of delays attributable for the actions or inactions of police in the performance of traffic safety services, and agrees to bear the risk of loss for any costs not included in its Proposal.

Police providing traffic safety services shall operate traffic signals when manual control of the signals is required, or shall maintain traffic flow at a signalized intersection when the signals are temporarily out of service.

The use of police on the Project will be as determined by the Contractor. Assignment of police to the Project will be on the basis of the Contractor's operations, and the needs of the worksite, and will be made solely by the local police.

The Contractor's failure to give complete, detailed, timely and proper notice of its operations shall not be cause for claims for extra costs by the Contractor, nor shall the number of police assigned to a project constitute a valid basis for a claim by

the Contractor. The Contractor agrees that the TCP is a stand-alone document, and that the Contractor is solely responsible for the safety of the Project, the continuity of movement of traffic through the worksite, and the impact of traffic on its work.

The Contractor is advised that there may be emergency situations when police are not available, or when police do not arrive at the job site until after the scheduled arrival time or leave before the scheduled departure time. The Contractor agrees that it shall make no claims against the Township for any costs associated with failure of police to be on the job site at a scheduled time. The Contractor further agrees that it shall assume risk of the possibility of such occurrences and shall factor the associated costs into the Proposal.

The Contractor shall be fully responsible for the set-up and maintenance of the TCP except as required by Local and State law or as specifically set forth in the Contract. The use of police in the providing of traffic safety services is supplemental to the TCP and their presence shall not relieve the Contractor of its responsibility to maintain the TCP and safety on the Project.

The Contractor shall notify the Resident Engineer of any work cancellations at least 24 hours before start of work with the sole exception of unforeseen weather cancellations that occur after the start of work or less than 24 hours before the start of work.

When police have been assigned to a project by the Contractor, it is the Contractor's obligation to notify the Engineer of all cancellations of projected or scheduled operations. Police reporting for work will be reimbursed for a minimum of four hours. If projected work has been canceled, for whatever reason, including but not limited to foreseen weather conditions, and the Resident Engineer was not notified of the cancellations at least 24 hours before by the Contractor, except as noted above, the police will each be reimbursed for four hours of work. These payments will be made by the Contractor and the amount will be deducted from Contractor invoices for the reason of his failure to notify.

159.03.09 Emergency Towing Service

The following Subsection is added:

159.03.10 Traffic Safety Requirements

This subsection is added to include information on Traffic Safety Requirements as provided by the Municipality. Please refer to Appendix "A".

The Contractor is advised that the estimated budget has been provided on the Bid Proposal Sheet for the project, and the price thereof shall be made part of the Total Bid.

159.04 MEASUREMENT AND PAYMENT

The Township will measure and make payment for Items as follows:

ITEMPAY UNITBreakaway BarricadesUnitDrumUnitConstruction SignsSquare Foot

The following pay items are added:

<u>ITEM</u> <u>PAY UNIT</u>

Maintenance and Protection of Traffic Control

Traffic Director, Municipal Police

Allowance

Separate payment will not be made for relocating traffic control devices and lighting systems used for nighttime operations. Relocation of pre-cast concrete curb construction barrier will not be made due to changes in staging of the project or for relocation made for the contractor's convenience.

Separate payment will not be made for traffic directors, flaggers. All costs thereof shall be included in the prices bid for Maintenance and Protection of Traffic Control.

Separate payment will not be made for relocating traffic control devices during the construction period of the project including the inspection walkthrough as per Section 108.19 – Completion and Acceptance.

No separate payment will be made for any remobilization costs by the contractor or subcontractor for the inspection walkthrough as per Section 108.19 – Completion and Acceptance.

Police traffic directors shall be paid only for the first inspection walkthrough as per Section 108.19 – Completion and Acceptance. Each subsequent inspection walkthrough the Police Traffic Directors shall not be paid.

Separate payment will not be made for safety ramps provided at the edges and around drainage and utility castings.

Separate payment will not be made for lost, stolen and replacement of traffic control devices, breakaway barricades, drums, and traffic cones.

Police Traffic Directors, for the traffic safety services will be measured by the man-hour. The contractor shall include the allowance stipulated in the proposal. All Police Traffic Director fees, including Municipal Administration, Police car fees etc. will be considered a direct expense and the amount request by the Contractor shall not exceed the amount paid to the municipalities. Excess "Traffic Director, Municipal Police" monies shall not be used by the Contractor for any other purpose. Only the amount paid to Municipality, as supported by the appropriate receipts, shall be reimbursed to the Contractor. The second payment will not be made until the Township receives a receipt that shows the first payment was made in full to the municipality for the local police department services. Each and every subsequent payment will require prior submission of the receipt that shows the previous payment was made in full to the municipality for the local police department services. Payment for overhead and profit for this item will not be made directly. These costs shall be included in the various other items in the proposal.

SECTION 160 – PRICE ADJUSTMENTS

160.01 DESCRIPTION

160.02 MATERIALS

160.03 PROCEDURE

160.04 MEASUREMENT AND PAYMENT

This Section is changed to:

<u>ITEM</u> <u>PAY UNIT</u>

Fuel Price Adjustment Allowance
Asphalt Price Adjustment Allowance

Fuel and Asphalt Price Adjustments are measured and paid as allowance items. The Contractor shall include the allowance stipulated in the proposal. Excess monies shall not be used by the Contractor for any other purpose. Only the amount supported by the appropriate documentation shall be reimbursed to the Contractor. Payment for overhead and profit for this item will not be made directly. These costs shall be included in the various other items in the proposal.

SECTION 161 - FINAL CLEANUP

161.01	DESCRIPTION
161.02	MATERIALS
161.03	PROCEDURE
	161.03.01 Final Cleanup
161.04	MEASUREMENT AND PAYMENT
	The following is added:

If Final Cleanup is not included in the Proposal, include the costs in the various Items scheduled in the Proposal. The contractor shall provide all final cleanup at the contractor's expense.

DIVISION 200 – EARTHWORK

SECTION 201 - CLEARING SITE

201.01 DESCRIPTION

201.02 MATERIALS

The following is added:

Dense Graded Aggregate......901.10.

201.03 Construction

201.03.01 CLEARING SITE

B. Clearing and Grubbing.

The following is added to the Subpart:

Trim trees within 10 feet of the end of utility company pole cross arms. If resulting tree is rendered hazardous, then remove the entire tree according to Section 802.

The following subparts are added:

I. Removing and Relocating Guiderails, Fences.

Remove existing guiderails, terminals, anchorages and fences, backfill and post holes with dense graded aggregate and compact the backfill material to the elevation of the adjacent surface. Dispose of guiderails and fences as specified in 203.03.09.

Relocate fences as directed by the engineer and property owner if required.

J. Removing Headwalls, Retaining Walls.

Excavate for the removal of existing headwalls, retaining walls designated for removal. Backfill with dense graded aggregate and compact backfill material using directed method as specified in 203.03.02.C.

K. Removing Abandoned Underground Utility Facilities.

Remove abandoned underground utility piping and valves, service risers that are abandoned. Dispose of removed materials and debris.

L. Removing and Relocating Underground Sprinkler Heads, Piping and Zone Valves.

Remove existing irrigation sprinkler system prior to any disturbance. Reset irrigation sprinkler system to proposed grade as per manufacturer guidelines. Replace material with equal or greater in kind.

201.03.02 Clearing Site, Bridge and Clearing Site, Structures
201.03.03 Clearing Site, Tank Removal
201.03.04 Disposing and Recycling of Contaminated Soil - Tanks
201.03.05 Monitoring Wells
201.03.06 Sealing Abandoned Wells
201.03.07 Demolition
201.03.08 Removal of Asbestos
201.03.09 Temporary Shielding

201.04 MEASUREMENT AND PAYMENT

This subsection is changed to:

The Township will measure and make payment for Items as follows:

<u>ITEM</u> <u>PAY UNIT</u>

Clearing Site, Mobilization, Demobilization

Lump Sum

The Township will not make payment for the Item Clearing Site, Mobilization, and Demobilization in excess of \$25,000 until substantial completion.

The Township will not make separate payment for all items specified for removal and disposal in parts 201.03.01.

The Township will not make payment for backfill with suitable excavated materials from the project.

SECTION 202 - EXCAVATION

202.01 DESCRIPTION

The following is added:

This section also describes the requirements for disposing of unsuitable material, regulated material and acid producing soil and installing of escape ramp.

202.02 MATERIALS

202.03 CONSTRUCTION

202.03.05 Excavating Regulated Material.

3. Temporarily Storing.

The first paragraph is changed to:

Temporarily store regulated or hazardous material in stockpiles within the Project Limits and as shown on the Plans. Construct stockpiles on polyethylene sheeting. Contain stockpiles with hay bales or silt fence placed continuously at the perimeter of the stockpiles. For hazardous material, if a stockpile area is not available within the Project Limits, sample and analyze materials in-situ for disposal. Excavate and place the hazardous regulated material directly into trucks, and haul it directly to the approved disposal facility.

202.03.08 Removal of Pavement

202.04 MEASUREMENT OF PAYMENT

The Township will measure and make payment for Items as follows:

<u>ITEM</u>	PAY UNIT
Excavation, Test Pit	Cubic Yard
Excavation, Unclassified	Cubic Yard
Excavation, Regulated Material	Cubic Yard
Disposal of Regulated Material	Allowance

The Township will not make payment for presplitting but all costs shall be included in the unit price bid for the item Excavation, Unclassified.

The Township will not make payment for the excavation of acid producing soils but all costs shall be included in the unit price bid for the item Excavation, Unclassified.

The Township will not make payment for soil sampling and analysis of regulated material required to complete the project but all costs shall be included in the unit price bid for the item Excavation, Unclassified.

The Township will not make payment for removal of pavement but all costs shall be included in the unit price bid for the item Excavation, Unclassified.

The Township will not make payment for sawcutting, stripping and disposal of excess, unstable or unsuitable or unusable material from Excavation, Unclassified.

The Township will measure Excavation, Unclassified in unstable areas by the cubic yard of material actually excavated in the work. The Township will make payment for Excavation, Unclassified as specified in this section.

SECTION 203 – EMBANKMENT

203.01 DESCRIPTION

203.02 MATERIALS

203.02.01 Materials

This subpart is changed to:

Provide materials as specified:

Soil Aggregate (I-7, I-9, I-10, I-11, I-13, and I-14)

203.03 Construction

203.04 MEASUREMENT AND PAYMENT

This Subsection is changed to:

The Township will make payment for removal and disposal of unstable material in cut sections of payment structure during proof rolling of subgrade under EXCAVATION, UNCLASSIFIED, as specified in 202.04.

The Township will not make payment for removal and disposal of unstable material disclosed in embankment sections of payement structure during preparation of subgrade.

The Township will not make payment for backfill with suitable excavated material in unstable area disclosed in embankment sections of payment structure during preparation of subgrade.

The Township will not make payment for constructing embankment and for preparing area on which embankments are placed.

The Township will make payment for SESC measures specified in 158.04.

DIVISION 300 – SUBBASE AND BASE COURSES

SECTION 301 - SUBBASE

301.01	DESCRIPTION
301.02	MATERIALS
301.03	CONSTRUCTION
301.04	MEASUREMENT AND PAYMENT

SECTION 302 – AGGREGATE BASE COURSES

302.01 DESCRIPTION

This Subsection is changed to:

This section describes the requirements for constructing aggregate base courses and DGA, backfill for storm sewer trenches and miscellaneous construction.

302.02 MATERIALS

302.03 CONSTRUCTION

302.03.01 Aggregate Base Course

C. Aggregate Base Course Placement

The following is added:

Correct damage to the aggregate base course caused by construction activities and maintain the corrected aggregate base course until the subsequent course is placed. Do not allow traffic on the aggregate base course. Remove all standing storm water and obtain the RE's approval before constructing subsequent courses.

302.04 MEASUREMENT AND PAYMENT

This Subsection is changed to:

The Township will measure and make payment for Items as follows:

<u>ITEM</u> <u>PAY UNIT</u>

Dense-Graded Aggregate Base Course, 6" Thick Square Yard

The Township will not make separate payment for the test holes described in part 302.03.01.D.

DIVISION 400 – PAVEMENTS

SECTION 401 – HOT MIX ASPHALT (HMA) COURSES

- 401.01 DESCRIPTION
- 401.02 MATERIALS
- 401.03 CONSTRUCTION

401.03.07 HMA Courses

D. Transportation and Delivery of HMA.

The first paragraph is changed to:

Deliver HMA using HMA trucks in sufficient quantities and at such intervals to allow continuous placement of the material. Do not allow trucks to leave the plant within 1 hour of sunset unless nighttime lighting is provided as specified in 108.06. The RE will reject HMA trucks do not meet the requirements specified in 1009.02. The RE will suspend construction operations if the Contractor fails to maintain a continuous paving operation. Before the truck leaves the plant, obtain a weight ticket from a fully automatic scale. Before unloading, submit for each truckload a legible weigh ticket that includes the following:

- 1. Name and location of the HMA plant.
- 2. Project title.
- 3. Load time and date.
- 4. Truck number.
- 5. Mix designation.
- 6. Plant lot number.
- 7. Tare, gross, and net weight.

401.04 MEASUREMENT AND PAYMENT

This Subsection is changed to:

.....

The Township will measure and make payment for Items as follows:

<u>ITEM</u>	PAY UNIT
HMA Milling, 3" or Less	Square Yard
Tack Coat	Gallon
Hot Mix Asphalt 9.5M64 Surface Course, 2" Thick	Ton
Hot Mix Asphalt 19M64 Base Course, 5" Thick	Ton

The specified depth of the milling is measured from the original surface to the top of the high spots of the textured surface.

The Township will measure Hot Mix Asphalt Pavement Repair before overlay by the square yard of area bounded by the sawcuts.

The Township will measure Tack Coat by volume delivered, converted to the number of gallons at 60°F as calculated by the temperature-volume correction factors specified in 902.01.

The Township will measure Hot Mix Asphalt 9.5 M 64 Surface Course and Hot Mix Asphalt 19 M 64 Base Course by the ton as indicated on the certified weigh tickets, excluding unused material. When nominal maximum aggregate size 3/8-inch HMA surface course is directed for use in transition (run out) areas, the Township will include this weight with the weight for Hot Mix Asphalt 9.5 M 64 Surface Course.

The Township will not make a separate payment for pavement joint sealants. Payment for pavement joint sealants will be included in the various paving Items.

The Township will not make payment for MTV, Quality Control Cores or additional cores for reset and a thin-lift nuclear density gauge.

The Township will make a payment adjustment for HMA air void quality by the following formula:

Pay Adjustment = $Q \times BP \times PPA$

Where:

BP = Bid Price

Q = Air Void Lot Quantity

PPA = air void PPA as specified in 401.03.03H.

The Township will make a payment adjustment for HMA thickness quality by the following formula:

Pay Adjustment = $Q \times BP \times PPA$

Where:

BP = Bid Price

Q = Air Void Lot Quantity

PPA = air void PPA as specified in 401.03.03I

The Township will make a payment adjustment for HMA ride quality, as specified in 401.03.03J.

DIVISION 600 – MISCELLANEOUS CONSTRUCTI

SECTION 601 – PIPE

601.01 DESCRIPTION

This Section is changed to:

This section describes the requirements for constructing storm drains for surface drainage, for constructing subbase outlet drains and underdrains, and for cleaning existing pipe.

601.02 MATERIALS

The following is added in the list:

Dense Graded Aggregate 901.10

Polyvinyl Chloride Perforated Drainage Pipe 909.02.03

Flexible Watertight Gasket 919.15

Ductile Iron Water Pipe 909.02.08

Grout 903.08.02

601.03 CONSTRUCTION

601.03.01 Pipe

B. Excavating

The following is added to the second paragraph:

Excavate as specified in 202.03.03. Dispose of excess material as specified in 202.03.07. Dispose of removed materials and debris as specified in 201.03.09.

The following is added to the third paragraph:

Maintain the grade of the trench during excavation to provide positive drainage in the trench.

The second sentence of the last paragraph is changed to:

Do not leave trenches open overnight under any circumstances. Backfill and restore all trenches to its original condition:

C. Bedding.

The second sentence of the first paragraph is changed to:

Provide ³/₄" Clean Stone Bedding as approved by the RE. Excavate trench at least six (6) inches below the bottom of storm drains along the full width of the trench to receive Class "C" bedding.

D. Installing Pipe.

The following is added:

Remove and replace storm drains damaged during installation. Remove and relay storm drains found to be out of vertical and horizontal alignment.

E. Joining Pipe

The first sentence of the first paragraph is changed to:

Join all rigid pipes using flexible watertight gaskets as specified in AASHTO M 198. With RE approval the contractor may use other types of watertight join material except mortar that is recommended by the pipe manufacturer.

The following is added to the fourth paragraph:

Avoid bumping the gasket and thus displacing it or covering it with dirt and other foreign materials. Remove and replace gasket if damaged or displaced. Align storm drain before joints are forced home. Support storm drain by a lifting equipment to maintain concentrically until the gasket is properly compressed in the joint space. Apply sufficient pressure in making the joint to assure that the joint is home. See evidence of a slight squeeze out of the gasket at the outside or inside of the pipe joint.

F. Backfilling.

The first paragraph and second paragraph are changed to:

Backfill entire trench with dense graded aggregate as specified in 901.10.

Place dense graded aggregate backfill material symmetrically on each side of the pipe in lift not exceeding six (6) inches thick, loose measurement. Compact as follows:

- 1. Use vibratory plate compactors for dense graded aggregate backfill to two (2) feet above the top of the pipe.
- 2. May use a roller for dense graded aggregate backfill two (2) feet above the pipe.

601.03.04 Underdrains and Subbase Outlet Drains.

A. Excavating.

The last sentence of the third paragraph is changed to:

If the RE determines that the bottom of the trench is unstable, undercut as directed by the RE and backfill with suitable clean stone bedding.

The following is added under Subpart A.

Excavate as specified in 202.03.03. Dispose of excavated material as specified in 202.03.07 and 201.03.09. Excavate a depth of six (6) inches below the invert grade of the underdrain and subbase outlet drain. Maintain the grade of the trench during construction to provide positive drainage in the trench.

B. Installing.

The following is added under Subpart B.

Cut and trim subsurface drainage geotextile to meet required dimensions with sufficient size to provide an overlap of the underdrain pipe and backfill material.

C. Backfilling.

The following is added under Subpart C.

Use coarse aggregate No. 57 as specified in 901.03.

601.04 MEASUREMENT AND PAYMENT

The Township will measure and make payment for Items as follows:

PAY ITEM	PAY UNIT
15" Reinforced Concrete Pipe, Class V	Linear Foot
36" Reinforced Concrete Pipe, Class V	Linear Foot
48" Reinforced Concrete Pipe, Class V	Linear Foot

The following is added:

The Township will not measure flexible watertight gaskets, stone bedding, subsurface drainage geotexile and cleaning existing pipes of the various sizes. The Township will not make payment for flexible watertight gaskets, Class "C" bedding, subsurface drainage geotexile and cleaning existing pipes of the various sizes.

The Township will not measure excavation and disposal of excavated, unusable, and unsuitable material from storm drain trenches. The Township will not make payment for excavation and disposal of excavated material, unusable, and unsuitable material from storm drain trenches.

SECTION 602 – DRAINAGE STRUCTURES

602.01 DESCRIPTION

602.02 MATERIALS

602.03 CONSTRUCTION

602.03.02 Inlets and Manholes

The following is added under Subpart 1:

All precast bases shall be set on a six (6) inch bed of compacted coarse aggregate No. 57.

The heading and first four sentences under Subpart 2 are changed to:

2. Concrete Block Construction. Lay concrete block with staggered joints. Fill with mortar horizontal joints, concrete block vertical joints and concrete block key ways. Ensure that horizontal joints and vertical joints in concrete block are not more than 3/8 inch wide.

602.03.03 Setting Castings, Resetting Castings, and Reconstructing Inlets and Manholes

The following is added:

When surrounding existing pavement grade in the travelled way and shoulder is lower than inlet grate or manhole cover, construct hot mix asphalt surface course transition ramp, four (4) feet from the edge of the casting. Remove hot mix asphalt surface course transition ramp prior to placement of final hot mix asphalt surface course.

Return unused existing castings to Piscataway Township.

The following sections are added:

602.03.09 Outlet Control Structure

Contractor to construct outlet control structure according to Construction Details-4.

602.03.10 Manufactured Treatment Devices

Contractor to provide equipment with sufficient lifting and reach capacity to lift and set the manufactured treatment structure. Contractor to install joint sealant between all sections and assemble structure. Contractor to provide, install, and grout all inlet and outlet pipes. Match pipe inverts with contract drawings provided. Contractor to take appropriate measures to protect catridges from construction-related erosion runoff and assure unit is watertight.

Contractor to construct manufactured treatment devices according to Construction Details-4.

602.04 MEASUREMENT AND PAYMENT

The Township will measure and make payment for Items as follows:

<u>PAY ITEM</u>	PAY UNIT
Inlet, Type B	Unit
Inlet, Type B1	Unit
Manhole, 5' Diameter	Unit
Reset Existing Casting	Unit
Reconstructed Inlet, Type B, Using New Casting	Unit
Bicycle Safe Grate	Unit
Curb Piece	Unit
Outlet Control Structure - 1	Unit
Outlet Control Structure – 2	Unit
Manufactured Treatment Device - 1	Unit
Manufactured Treatment Device - 2	Unit

The following is added:

The Township will not measure installation and removal of hot mix asphalt surface course transition ramp, coarse aggregate bedding No. 57 under precast structure, opening and closing temporary drainage openings into the drainage structures, and cleaning existing drainage structure.

The Township will not make payment for the installation and removal of hot mix asphalt surface course transition ramp, coarse aggregate bedding #57 under precast drainage structures, to provide opening and closing temporary drainage openings into the drainage structure, and cleaning existing drainage structure.

The Township will not make separate payment for concrete foundation or stone bedding under outlet control structure, mortar required for parging outlet control structure, concrete blocks and grout required to bring outlet control structure to great, or materials used to seal joints in the structure. All items corresponding to the preparation and installation of the outlet control structures shall be included in the bid price for pay items Outlet Control Structure - 1 and Outlet Control Structure - 2.

The Township will not make separate payment for sub-base, backfill, and/or anti-flotation site-specific design provisions specified by the engineer of record, equipment needed to construct and set manufactured treatment devices, joint sealants and/or grade sealers needed for setting pipes to grade, and measures taken to protect cartridges from construction-related erosion runoff. All items corresponding to the preparation and installation of manufactured treatment devices shall be included in the bid price for pay items Manufactured Treatment Device -1 and Manufactured Treatment Device -2.

SECTION 606 - SIDEWALKS, DRIVEWAY, AND ISLANDS

606.01 DESCRIPTION

The following is added:

The term ADA curb ramp shall be inclusive of parallel curb ramps, perpendicular curb ramps, knee wall or similar, flared sides, turning spaces, blended transitions and clear spaces.

Knee wall or similar shall be any earth retaining structure in conjunction with ADA curb ramps.

The Contractor shall follow the ADA curb design as shown on the contract construction plan.

606.02 MATERIALS

The following is added on the list of materials:

Removable Cap Strip

Tack Coat 902.01 Joint Sealer 914.02

606.03 CONSTRUCTION

606.03.02 CONCRETE SIDEWALKS, DRIVEWAYS, AND ISLANDS

A. Underlayer Preparation:

The following is added under Subpart A

Provide a four (4) inch thick bedding of compacted subgrade as approved by the RE after approval of the depth of excavation and the material at the bottom of the excavation. Compact using the directed method as specified in 203.03.02.C. Backfill the undercut with dense graded aggregate.

D. Welded Wire Mesh.

The following is added under Subpart D

Use chairs and ties to support and maintain welded wire mesh in position during the placement of concrete in driveway areas.

E. Expansion Joints.

The first sentence under Subpart E is changed to:

Construct ½-inch wide expansion joints, placed at intervals of approximately eight (8) feet, with preformed joint filler and a cap strip in the top of expansion joints.

F. Placing Concrete

The first sentence is deleted and replaced with the following:

Obtain RE approval of the forms as described in 606.03.02.B and joint placement as described in 606.03.02.E before placing concrete.

The components of the ADA compliant curb ramp shall be poured separately, no monolithic pours. The slope of the components of the curb ramps, shall follow the Revised ADA Regulations implementing Title II, the 2010 ADA Standards for Accessible Design and the interim PROWAG. It is recommended that the curb ramp slope not exceed 7.5% and the turning spaces slope not exceed 1.5% in either

the running slope or the cross slope. It is recommended that the turning spaces be constructed first.

H. Protection and Curing.

The last sentence is changed to:

Ensure vehicles and other loads are not placed on sidewalks, islands, and driveways until the concrete has attained compressive strength of 3000 pounds per square inch.

I. Removable Cap Strip.

Remove cap strip after the concrete sets and not later than 48 hours after the sidewalk is open for use and fill cap strip area with joint sealer according to the manufacturer's recommendations.

The following Subpart J is added:

J. This Subsection is reversed.

Do not place concrete if it is precipitating. Do not place concrete when precipitation is imminent as determined by the RE. Do not place concrete when the ambient temperature is below 30°F or above 100°F. Do not pour concrete sidewalks, driveway, and islands between November 15th to March 15th.

The following subpart K is added:

K. ADA Compliant Curb Ramp Design and as-built Certification.

1. ADA Compliant Curb Ramp Design Certification.

The contractor shall follow the ADA curb design prepared by the consultant as shown on the contract construction plans.

2.ADA Compliant Curb Ramp As-Built Certification.

In the event of unforeseen changes to the curb ramp design as shown in the contract plans or alternative methods proposed by the contractor, an as-built plan and certification shall also be provided after installation of the ramps stating the curb ramp was installed in accordance with the Revised ADA Regulations implementing Title II and the 2010 ADA Standards for Accessible Design requirements. This certification shall include the as-built plan layout of each ramp and be signed by the contractor and signed and sealed by a Professional Engineer registered in the State of New Jersey. The as-built shall show the same information listed as item a-n above. Any deviations in the information contained in the design certification shall be noted.

NJDOT standard curb ramp details shall not be allowed for plan layout.

A Township representative shall not inspect the ramp until the ramp is completed and the as-built drawings and certification have been submitted to the Engineer. The Engineer shall then check the initial working drawing and as-built for compliance with the ADA regulations.

At the traffic signal curb ramps shall be coordinated with the traffic signal equipment to ensure accessibility of the traffic signal equipment and the intersection.

The following subpart L is added:

L. Concrete Sealer

Obtain RE approval for concrete sealer or water replant by providing technical information for product prior to any application.

Apply concrete sealer or water repellant such as Silox-Seal manufactured by Amteco, Inc., 1841 F Marietta Blvd., Atlanta, GA 30318, T: 800-297-7325 or approved equal, to provide additional protection against scaling from freeze-thaw and deicing materials. Follow manufacturer's recommendations for application procedures and frequency.

606.03.03 DETECTABLE WARNING SURFACES

Replace this Section with the following:

Detectable Warning Surfaces shall be of the type which can be set into uncured cast-in-place concrete. Glue/stick-on type warning surfaces shall not be allowed.

606.04 MEASUREMENT AND PAYMENT

The Township will measure and make payment for Items as follows:

ITEMPAY UNITConcrete Sidewalk, Reinforced, 4" ThickSquare YardHot Mix Asphalt Driveway, Variable ThicknessSquare YardConcrete Driveway, Reinforced, 6" ThickSquare YardDetectable Warning SurfaceSquare Yard

Contractor prepared ADA working drawings and as-built drawing with certification will not be measured separately.

Knee walls or similar will not be measured separately.

The following is added:

The Township will not measure or make payment for dense graded aggregate, welded wire mesh, removable cap strip, expansion joints and joint sealer.

Reject and replace concrete sidewalks, driveways, and islands if the following occur or exist.

- a. Staining and discoloration of the concrete.
- b. Sidewalks, driveways, and islands are out of horizontal and vertical alignment.
- c. Improper joints and improper broom finish.
- d. Protrude expansion joints and joint sealer above the surface of the concrete.
- e. Failure to install removable cap strip and joint sealer.
- f. Failure to request inspection prior to pouring the concrete.
- g. Improper vibration of the concrete and segregation of the concrete during its initial set.
- h. Vandalism occurs during its initial set.
- i. Occur chips, cracks, and other damage during construction period and maintenance period.

j. Failure to comply with the Revised ADA Regulations implementing Title II and the 2010 ADA Standards for Accessible Design and interim PROWAG.

No separate payment shall be made for contractor prepared plans and certification. The cost of the Contractor retained Engineer, plans and certification shall be included in the unit prices of Concrete Sidewalk, Reinforced, 4" Thick and Concrete Driveways, Reinforced, 6" thick respectively as appropriate.

No separate payment will be made for knee walls or similar. The cost thereof shall be included in the unit prices of Concrete Sidewalk, Reinforced, 4" Thick and Concrete Driveways, Reinforced, 6" Thick, respectively.

No separate payment will be made for concrete sealer or water repellant. The cost thereof shall be included in the unit prices of the respective concrete pay items in the contract.

No payment will be made for any sidewalk which is part of an ADA ramp until the as-built plan and engineer's certification is submitted to the engineer and the ramp has been inspected and found to be in accordance with the as-built plan.

SECTION 607 - CURB

607.01 DESCRIPTION

607.02 MATERIALS

607.03 CONSTRUCTION

607.03.01 Concrete Barrier Curb

607.03.07 Belgian Block Curb

The following section is added:

Excavate as specified in 202.03.03. Shape and compact the underlying material to produce firm, even surface. Obtain RE approval before finishing excavation. If the RE determines that the bottom of the excavation is unstable, undercut, backfill, and compact as directed by the RE.

Place footing concrete according to the limitations specified in 504.03.02.C. Consolidate the concrete by hand spading or using internal mechanical vibrators. Concrete to test 4500 PSI minimum on 28 day compressive test. All concrete is to be properly cured using a curing compound, salt hay, burlap or other method acceptable by the engineer. Concrete slump to be 3" (\pm 1"), or as directed by the township engineer. Contractor to notify township engineer 24 hours prior to pouring

Set the belgian block curb in concrete ensuring that the top surface is at the required grade. Ensure that joints are at most 1/2" wide and pointed with 1:2 mix cement mortar. Joints to be cleaned and damp prior to pointing.

607.04 MEASUREMENT AND PAYMENT

The following Pay Item is added:

PAY ITEM PAY UNIT

9" X 16" Concrete Vertical Curb Linear Foot

Belgian Block Curb Linear Foot

No separate payment will be made for concrete cheek walls and concrete drop curbs. Length of cheek walls and concrete drop curbs shall be measured in linear feet and paid for under item Concrete Vertical Curb.

a.

SECTION 610 - TRAFFIC STRIPES, TRAFFIC MARKINGS, AND RUMBLE STRIPS

610.01 DESCRIPTION

610.02 MATERIALS

610.02.02 Equipment.

The following is added to the list of equipment:

LTL-2000 Retroreflectometer

610.03 CONSTRUCTION

610.04 MEASUREMENT AND PAYMENT

The following Pay Items are added:

PAY ITEM	PAY UNIT
Traffic Stripes, Long-Life, Thermoplastic, 4" Thick	Linear Foot
Traffic Stripes, Long-Life, Thermoplastic, 6" Thick	Linear Foot
Traffic Stripes, Long-Life, Thermoplastic, 8" Thick	Linear Foot
Traffic Marking, Symbols	Square Foot
Traffic Marking Lines, 24"	Square Foot

SECTION 612 - SIGNS

612.01

DESCRIPTION

Relocate Sign

612.02 **MATERIALS** 612.03 CONSTRUCTION 612.03.02 Regulatory and Warning Signs and Type GA "U" Post Support Guide Signs The following is added: Lay out the locations of all signs before installing to ensure proper placement. Obtain RE approval of sign locations before beginning installation operations. Confirm that the sign meets the requirements specified in 911.01. 612.04 MEASUREMENT AND PAYMENT The Township will measure and make payment for Items as follows: PAY ITEM PAY UNIT Regulatory and Warning Sign **Square Foot** The following Pay Item is added: **PAY ITEM PAY UNIT**

Each

DIVISION 650 – UTILITIES

SECTION 652 – SANITARY SEWER

652.01 DESCRIPTION

652.02 MATERIALS

652.03 CONSTRUCTION

652.03.04 Sanitary Sewer Service Connection

The following is added:

The Contractor shall provide all labor, materials, and equipment necessary to provide the relocation of existing sanitary sewer services which are found to be in conflict with the location of the proposed utility lines and/or improvements as directed by the Engineer.

Only where approved by the Engineer and Township Utility Department, any cleanout assemblies which are impacted and are located in sidewalk, driveway or pavement-areas; are required to be set within a steel casting with frame and cover.

The Contractor shall furnish all necessary materials including piping, adapters and fittings to connect the new sewer service to the existing service. Where ordered by the Engineer, the Contractor shall provide a new cleanout assembly, steel casting, only where approved; and connect to the existing building service using the appropriate type materials. The Contractor shall install the cleanout assembly in the location as directed by the Engineer.

Where existing sewer services are located behind existing sidewalks or curbs or embedded in existing sidewalks, curbs or driveway aprons, the Contractor shall remove and replace such existing sewer services as detailed above and on the Contract Drawings, and restore any disturbed area to its original condition in a manner approved by the Engineer. Where existing sewer services are located in grass areas, the areas shall be restored with topsoil, lime, fertilizer, seed and straw mulch in accordance with other applicable sections of these Specifications.

It shall be the responsibility of the Contractor to notify the owner or occupant at least 24 hours in advance of any existing business or resident which may be affected by the proposed sanitary sewer system improvements.

652.04 MEASUREMENT AND PAYMENT

The Township will measure and make payments for Items as follows:

PAY ITEM PAY UNIT

4" Sanitary Sewer Lateral, with Cleanout

Linear Foot

The following is added:

Cost of flexible watertight gaskets, Class "C" bedding, subsurface drainage geotexile and cleaning existing pipes of the various sizes shall be included in the price bid for the item 4" Sanitary Sewer Lateral, with Cleanout.

The Township will not measure and make payment of excavation and disposal of excavated, unusable, and unsuitable material from sanitary sewer lateral trenches. Costs shall be included in the price bid for the item 4" Sanitary Sewer Lateral, with Cleanout.

DIVISION 800 – LANDSCAPING

SECTION 801 - SELECTIVE VEGETATION REMOVAL

801.01 DESCRIPTION

801.02

801.03 CONSTRUCTION

MATERIALS

The following subpart is added:

801.03.03 Application of Herbicides

Comply with the requirements and procedures of N.J.A.C. 7:30-1 Et. Seq. for the application of herbicides.

801.04 MEASUREMENT AND PAYMENT

This subsection is changed to:

The Township will not measure and will not make payment for SELECTIVE THINNING AND SELECTIVE TRIMMING.

SECTION 802 – TRIMMING AND REMOVING TREES

802.01 DESCRIPTION

802.02 MATERIALS

802.03 CONSTRUCTION

802.03.01 Trimming Existing Trees

The following is added to this part:

Comply the requirements and procedures of N.J.A.C. 7:30-1 Et. Seq. for the application of herbicides.

Remove trees and shrubs that interfere with the construction of the various items. Backfill stump holes with Dense Graded Aggregate within proposed pavement area, curb and sidewalk areas.

802.04 MEASUREMENT AND PAYMENTS

This subsection is changed to:

The Township will not measure and will not make payment for TRIMMING AND REMOVAL OF TREES under 6" diameter and these items will be under Item CLEARING SITE. The Township will not measure and will not make payment for Dense Graded Aggregate. The Township will measure and make payments for Items as follows:

PAY ITEM	<u>PAY UNIT</u>
Tree Removal, Over 6" To 12" Diameter	Unit
Tree Removal, Over 12" To 18" Diameter	Unit
Tree Removal, Over 18" To 24" Diameter	Unit
Tree Removal, Over 24" To 30" Diameter	Unit

SECTION 803 – PREPARATION OF EXISTING SOIL

803.01	DESCRIPTION
803.02	MATERIALS
803.03	CONSTRUCTION
803.04	MEASUREMENT AND PAYMENT
	TOTAL CONTRACTOR OF THE PARTY O

This section is changed to:

The Township will not measure and will not make payment for PREPARATION OF EXISTING SOIL.

The Township will include payment for PREPARATION OF EXISTING SOIL under Item CLEARING SITE.

SECTION 804 - TOPSOILING

804.01 DESCRIPTION

This Section is changed to:

This section describes the requirements for preparing, screening and placing topsoil stripped from the project site if deemed acceptable for use as topsoil. This Section also describes the requirement for preparing, screening and placing topsoil imported from off-site approved sources.

804.02 MATERIALS

804.03 CONSTRUCTION

804.03.01 Topsoiling.

The following is added to the second paragraph:

If on-site stripped topsoil is deemed acceptable, screen first the stripped topsoil to remove all stones larger than ½ inch or larger in any dimension and other debris such as tree roots, clods, lumps, wires, cables, piece of concrete, piece of asphalt and other deleterious substances. Add pulverized limestone at the rate of 100 lbs. per 1,000 square feet to all screened topsoil, on-site and off-site. Bring screened topsoil in excess of that obtained from stripping.

804.04 MEASUREMENT AND PAYMENT

The Township will measure and make payments for Items as follows:

PAY ITEM PAY UNIT

Topsoil Spreading, 5" Thick Square Yard

The following item is deleted:

PAY ITEM PAY UNIT

Borrow Topsoil Cubic Yard

The following is added:

If on-site material is approved to use as topsoil, the UNIT PRICE FOR THIS ITEM IN THE PROPOSAL shall be reduced by 50%. The Township will not include additional payment for the preparing, screening and including the addition of pulverized limestone to the on-site stripped topsoil from the job site.

SECTION 806 - FERTILIZING AND SEEDING

806.01	DESCRIPTION	
806.02	MATERIALS	
806.03	CONSTRUCTION	
806.04	MEASUREMENT AND PAYMENT	
	The Township will measure and make payments for Items as follow	s:
	PAY ITEM	PAY UNIT
	Fertilizing and Seeding, Type A-3	Square Yard

SECTION 809 - MULCHING

809.01 DESCRIPTION

809.02 MATERIALS

809.03 CONSTRUCTION

809.04 MEASUREMENT AND PAYMENT
The Township will measure and make payments for Items as follows:
PAY ITEM
Straw Mulching
Square Yard

SECTION 810 – MOWING

810.01	DESCRIPTION
810.02	MATERIALS
810.03	CONSTRUCTION
810.04	MEASUREMENT AND PAYMENT
	This subsection is changed to:

This subsection is changed to:

The Township will not measure and will not make payment for MOWING. The Township will include payment for MOWING under Item FERTILIZING AND SEEDING TYPE A-3 in the proposal.

SECTION 811 - PLANTING

811.01	DESCRIPTION
811.02	MATERIALS
811.03	CONSTRUCTION
811.04	MEASUREMENT AND PAYMENT

The following is added to this subsection:

The Township will measure and make payments for Items as follows:

PAY ITEM	PAY UNIT
Large Deciduous Tree, 2-2 1/2" Caliper, B&B (Red Sunset Maple)	Unit
Large Deciduous Tree, 2-2 1/2" Caliper, B&B (Armstrong Red Maple)	Unit
Large Deciduous Tree, 2-2 1/2" Caliper, B&B (White Oak)	Unit
Large Deciduous Tree, 2-2 1/2" Caliper, B&B (Pin Oak)	Unit
Small Deciduous Tree, 2-2 1/2" Caliper, B&B (Yoshino Cherry)	Unit
Small Deciduous Tree, 2-2 1/2" Caliper, B&B (Okame Cherry)	Unit

The Township will not measure and will not make payment for initial and weekly watering of the plants.

DIVISION 900 - MATERIALS

SECTION 901 - AGGREGATES

901.01	Source
901.02	STOCKPILES
901.03	COARSE AGGREGATE
901.04	BLAST FURNACE SLAB
901.05	AGGREGATE FOR HMA
901.06	AGGREGATE FOR CONCRETE, MORTAR, AND GROUT
901.07	Grit
901.08	RIP-RAP STONES
901.09	GABION BASKET STONE
901.10	DENSE GRADED AGGREGATE (DGA)
	901.10.02 Recycled Concrete Aggregate (RCA)
	This part is deleted.
	901.10.03 Virgin and RAP Mixture
	This part is deleted.
901.11	SOIL AGGREGATE

SECTION 902 – ASPHALT

902.01	BITUMINOUS MATERIALS
902.02	HOT MIX ASPHALT 9HMA
902.03	OPEN-GRADED FRICTIONS COURSE (OGFC) AND MODIFIED OPEN-GRADED FRICTION COURSE (MOGFC)
902.04	ULTRA-THIN HMA
902.05	STONE MATRIX ASPHALT (SMA)
902.06	ASPHALT-STABLIZED DRAINAGE COURSE (ASDC)

SECTION 903 – CONCRETE

903.01	CEMENT
903.02	CONCRETE ADMIXTURES
903.03	CONCRETE
903.04	PAVEMENT REPAIR MIXES CLASS V AND E
903.05	HIGH PERFORMANCE CONCRETE (HPC)
903.06	SELF-CONSOLIDATING CONCRETE (SCC)
903.07	QUICK-SETTING PATCHING MATERIALS
903.08	MORTAR AND GROUT
903.09	CONTROLLED LOW STRENGTH MATERIAL (CLSM)
903.10	CURING MATERIALS

SECTION 904 – PRECAST AND PRESTRESSED CONCRETE

904.01 Non-Structural Precast Concrete

904.01.02 Fabrication.

The last sentence of Part 2 is changed to:

If using SCC, minimize or eliminate the use of vibrators to prevent segregation.

904.02 PRECAST RETAINING WALLS

904.02.06 Quality Control and Acceptance Requirements

Step 2 in the third paragraph is changed to:

2. Dimensions not conforming to the tolerances specified in Table 904.02.02-1.

904.03 STRUCTURAL PRECAST CONCRETE

904.04 Prestressed Concrete

SECTION 905 – REINFORCEMENT METALS

905.01 REINFORCEMENT STEEL 905.01.05 Dowels The entire subpart is changed to: Use plain reinforcement bars according to ASTM A 615, Grade 60. Galvanize according to ASTM A 123. 905.02 PRESTRESSING AND POST-TENSIONING REINFORCEMENT 905.03 REINFORCEMENT FOR CONCRETE PAVEMENT

SECTION 906 – STRUCTURAL STEEL

906.01	STRUCTURAL STEEL MATERIALS
906.02	STEEL PIPES
906.03	STEEL CASINGS FOR DRILLED SHAFTS
906.04	STRUCTURAL STEEL FABRICATION
906.05	SIGN STRUCTURAL FABRICATION
906.06	CLEANING AND PAINTING OF STRUCTURAL STEEL IN THE SHOP
906.07	4-BAR OPEN STEEL PARAPET

SECTION 907 – BEARING ASSEMBLIES

907.01	STRUCTURAL BEARING ASSEMBLIES
907.02	REINFORCED ELASTOMERIC BEARING ASSEMBLIES
907.03	BEARING PADS

SECTION 908 – BOLTS AND BOLTING MATERIAL

908.01	STEEL BOLTING MATERIALS
908.02	HIGH STRENGTH BOLTING MATERIALS
908.03	DIRECT TENSION INDICATORS (DTI)
908.04	STAINLESS STEEL BOLTING MATERIALS
908.05	ALUMINUM ALLOY BOLTING MATERIALS

SECTION 909 – DRAINAGE

909.01 PIPE BEDDING

909.02 PIPE

SECTION 910 – MASONRY UNITS

910.01	CLAY OR SHALE BRICK
910.02	CONCRETE BLOCK FOR INLETS AND MANHOLES
910.03	CONCRETE BRICK
910.04	STONE CURB
910.05	STONE FACING FOR PIER SHAFTS
910.06	STONE PAVING BLOCK

SECTION 911 - SIGNS, SIGN SUPPORTS, AND DELINEATORS

911.01 SIGNS

911.01.01 B. Retroflective Sheeting

This section is changed to:

All sign types shall conform to ASTM D 4956 and shall use Type XI retroflective sheeting. Mount and install according to the Manufacturer's recommendation.

911.02 SIGN SUPPORTS

911.02.03 Non-Breakaway Sign Support for Ground Mounted Signs

The text of this subpart is deleted.

This subpart is intentionally left blank

911.03 FLEXIBLE DELINEATORS

SECTION 912 – PAINTS, COATINGS, TRAFFIC STRIPES, AND TRAFFIC MARKINGS

912.01 PAINTS AND STAINS

912.02 COATINGS

912.03 PERMANENT TRAFFIC STRIPES AND MARKINGS

912.03.01 Epoxy Traffic Stripes

B. Glass Beads

The following is added to the first paragraph:

Ensure that glass beads do not contain more than 200 ppm of lead, 200 ppm of antimony, or 200 ppm of arsenic.

912.04 TEMPORARY TRAFFIC STRIPES AND MARKINGS

912.04.01 Latex Paint

The following is added to the second paragraph:

Ensure that glass beads do not contain more than 200 ppm of lead, 200 ppm of antimony, or 200 ppm of arsenic.

SECTION 914 – JOINT MATERIALS

914.01 Preformed Joint Filler

914.02 JOINT SEALER

The following is added:

Use Sikaflex-1A, Gray 1-component high performance polyurethane sealant, as manufactured by Sika Chemical Core of Lyndhurst, New Jersey or approved equal for sealing joints in concrete sidewalk.

914.03 POLYMERIZED JOINT ADHESIVE

914.04 JOINT ASSEMBLIES

914.04.01 Preformed Elastomeric (Compression Type)

B. Joint Sealer

The last sentence of the second paragraph is changed to:

If splicing of a sealer is allowed, ensure that the sealer at the splice point has not significant misalignment at its sides or top and that misalignment at the bottom does not exceed half of the bottom wall thickness.

SECTION 916 – FIBERGLASS COMPOSITE MATERIALS

916.01	FIBERGLASS REINFORCED PLASTIC LUMBER
916.02	FIBERGLASS REINFORCED PLASTIC PILES
916.03	FIBERGLASS-CONCRETE COMPOSITE PILES

SECTION 917 – LANDSCAPING MATERIALS

917.01	TOPSOIL
917.02	SOIL ADDITIVES
917.03	FERTILIZER
917.04	PULVERIZED UME STONE

SEED MIXTURES

917.05

The following grass seed mixtures has been added to this subsection:

Seed Mixture Type "G"			
	Minimum	Minimum	Application Rate
	Purity %	Germination	pounds/acre
Kind of Seed		%	
'Millennium' Tall Fescue	95	80	150
'Brooklawn' Kentucky Bluegrass	95	85	50
'Manhattan 4' Perennial Rye	95	85	50
		Total	250 pounds/acre

Seed Mixture Type "G" is available through F.M. Brown's Sons, Inc., 205 Woodrow Avenue, P.O. box 2116, Sinking Springs, PA 19608, telephone 800-345-3344, fax 610-678-7023, or approved equal. Tags and/or identification slips clearly denoting the mix shall be supplied to the Project Landscape Architect before sowing.

D 2.2 PARK MIXTURE #2 (ITEM #6)		
% Purity	%Germination	
20.0514 2.14	0.504	
29.85 Merit Kentucky Blue Grass	96%	
24.90 Bonanza Tall Fescue	95%	
24.86 Arid Tall Fescue	94%	
19.88 Manhattan II Perennial Ryegrass	95%	
.47 Inert Matter		
.04 Crop seed		
^		

917.06	MULCH
917.07	TACKFIERS
917.08	TOPSOIL STABILIZATION MATTING
917.09	SODDING
917.10	PLANT MATERIALS
	H. Inspection.

The second paragraph is changed to:

The Township may inspect plan materials before delivery to the Project Limits and upon delivery to the Project Limits before installation. The Township may seal the inspected plant materials. For plant material originating from nurseries farther than 100 miles from the Project Limits, stock plant material at a Contractor-provided holding yard that is acceptable to the Township. The Township may inspect plant material originating from nurseries within 100 miles of the Project Limits at the nursery. Ensure that all plant material is untied and located so that trunk or stem and branch structure can be easily inspected. Provide sufficient notice to allow Township inspection at the nursery or holding yard and to allow time for Contractor reordering of rejected material. Notify the RE at least 7 days in advance of delivery to the Project Limits for installation. The Township will reject materials arriving with broken or missing seals, broken or loose balls, broken or pruned leaders, insufficient protection, or that have been damaged in transit. The Township may randomly inspect the root system of the plant material by breaking open the earth balls. Provide assistance during Township inspections.

917.11 MISCELLANEOUS LANDSCAPE MATERIALS

SECTION 919 - MISCELLANEOUS

919.01	GEOTEXTILES
919.02	SEDIMENT CONTROL BAG
919.03	HAY AND STRAW
919.04	GABION WIRE BASKETS
919.05	GEOMEMBRANE LINEAR
919.06	WATER STOPS
919.07	EPOXY BONDING COMPOUND
919.08	WATER
919.09	SLEEVES
919.10	EPOXY INJECTION MATERIAL
919.11	EPOXY INJECTION MATERIAL
919.12	POLYETHYLENE SHEETING
919.13	FLOATING TURBIDITY BARRIER
919.14	DETECTABLE WARNING SURFACE
	Danlage this Section with the following

Replace this Section with the following:

The cast-in-place tile with truncated domes is to fully comply with the Revised ADA Regulations implementing Title II and the 2010 ADA Standards for Accessible Design, and OSHA requirements for dome size, spacing and color.

DIVISION 1000 – EQUIPMENT

SECTION 1001 – TRAFFIC CONTROL EQUIPMENT

- 1001.01 FLASHING ARROW BOARD
- 1001.02 PORTABLE VARIABLE MESSAGE SIGN
- 1001.03 TRAFFIC CONTROL TRUCK MOUNTED CRASH CUSHIONS

The following subsection is added:

1001.04 PORTABLE VARIABLE MESSAGE SIGN W/REMOTE OPERATION

Provide a portable variable message sign as described under 1001.02 equipped with the required broadband cellular modem.

1001.05 PORTABLE TRAILER MOUNTED CCTV CAMERA

Provide a Portable Trailer Mounted CCTV Camera Assembly with the following:

A. Trailer Platform

- 1 Single Axle steel welded trailer with 2 inches adjustable ball hitch.
- 2 Heavy-duty safety chains.
- 3 Single drop torsion suspension or leaf springs.
- 4 Self lubricating wheel spindles.
- 5 Maximum size, including tongue, 14 feet long by 7 feet wide by 8 feet high.
- 6 Maximum payload 3500 pounds.
- 7 Tire size F7815 or F78-14ST with Tire Tools and a spare wheel mounted and locked on trailer.
- 8 DOT approved lighting package to include electrical brake and marker lights with wire connections.
- 9 Prime and paint customer's choice of color.
- 10 Fitted with manual telescoping outriggers with adjustable jacks sized to counter full mast extension.
- 11 Four 3500 pounds, drop leg, top wind screw jacks.
- 12 Custom fabricated mounts for all options installed.
- 13 All equipment secured to prevent theft or separation from platform.
- 14 Stainless steel hardware to prolong trailer life.
- 15 24/7 operation in all weather conditions.
- 16 Wheel locks to secure trailer while deployed.
- 17 Two locking NEMA-4 equipment boxes for electronic components and camera storage.
- 18 One locking NEMA-4 equipment box for operational controls.
- 19 Max trailer weight of 3500 pounds when fully configured.
- 20 Wheels removable when trailer in deployed position.
- 21 Operation manual.

B. Mast

- 1. 150 pounds payload capacity.
- 2. 29 feet to 32 feet of extension with capability to mount antenna at 20 feet, 25 feet or at the top, maximum nested length of mast is 10 feet -3 to 9 sections.
- 3. Un guyed.
- 4. Locking collars to allow the mast to remain extended indefinitely without air pressure.
- 5. Anodized and sealed exterior aluminum surfaces for long life.
- 6. Custom fabricated mount for cameras.

- 7. Folds down during transport for better height clearance.
- 8. Spiral conduit for cable.
- 9. Compactly retractable when mast is nested into storage container at bottom of mast.
- 10. Automatically hydraulic (pneumatic) operation or power winch with a safety brake.

C. Electrical System

- 1. 12 VDC battery operated with multi-crystal solar electric panel.
- 2. Fuse panel to protect electronics.
- 3. Four 110 watt solar panels on collapsible mounts.
- 4. Charge controller that automatically switches charging sources.
- 5. Isolated 12 VDC starting battery.
- 6. Provisions for operation on auxiliary power (Electric, Gasoline or fuel generated power source) for deployment.

D. Auxiliary Power Source

Auxiliary Power Source can either be gasoline or diesel operated power generated with a fuel tank capable of up to 72 hours operation without refueling. Ensure that the engine is shock mounted to reduce vibration and locked in a ventilated enclosure.

E. Inverter

- 1. To provide main power when (AC) power is not available.
- 2. Battery charger.
- 3. Install all cables in weather tight conduits with sealed connections to equipment boxes.

F. Electronics

- 1. Cellular (CDMA), microwave, or 802.11 bandwidth option.
- 2. Onboard Ethernet switch to connect cameras, bandwidth, and monitoring devices.
- 3. Work lights in all cabinets.
- 4. Remote trailer diagnostic (battery level, charging output, etc.).

G. Camera and Software

Ensure that the camera has the following characteristics:

- 1. Weather resistant powder coated aluminum case with stainless steel hardware fittings.
- 2. Impact resistant viewing window.
- 3. Minimum resolution of NTSC 704(H) x 480 (V).
- 4. Backlight compensation.
- 5. Image stabilization.
- 6. Light Sensitivity 0.02 lux NIR Mode.
- 7. Auto Focus with Manual Focus capability.
- 8. Auto White Balance with Manual White Balance capability.
- 9. Motorized Zoom up to 16x optical, 10x digital.
- 10. Motorized Pan-Tilt, pan 360 degree, tilt 180 degree.
- 11. Thermostatically controlled heater and defroster -50 degrees F to 140 degrees F operating range.
- 12. Windshield wiper.
- 13. 24/7 operation in all weather conditions.
- 14. Time and date stamp.
- 15. Max power consumption 70VA.

Ensure that the software includes:

- 1. Remote control of pan, tilt and zoom.
- 2. Ability to display streaming video in MPEG format, motion-JPEG, and single snapshot JPEG images, remotely central selectable through software.
- 3. Preset controls of pan/tilt/zoom combinations. All presets to be accessible from drop-down menu with descriptive name of preset. Set first 8 presets with quick-launch icons with graphical representation of the preset views.
- 4. Ability to display all the project's web cams in a single view screen.
- 5. Display of local time and weather conditions including temperature and humidity.
- 6. Ability to save images to disk or e-mail images.
- 7. Ability to view archived images via a graphical calendar control and to store archived images at least every five minutes.
- 8. Three levels of password protection admin, user & guest, individual user accounts.
- 9. Remote camera diagnostics and "self-healing" automatic problem rectification.
- 10. Ability to monitor and control the cameras from the web.

SECTION 1002 – COMPACTION EQUIPMENT

1002.01	PNEUMATIC – TIRED COMPACTOR
1002.02	DYAMIC COMPACTOR
1002.03	STEEL-WHEEL ROLLER
1002.04	PADFOOT ROLLER

SECTION 1003 – HMA SITE EQUIPMENT

1003.01	MATERIAL TRANSFER VEHICLE (MTV)
1003.02	HME CURB MACHINE
1003.03	HMA PAVER
1003.04	ULTRA-THIN LIFT PAVER
1003.05	HMA COMPACTOR
1003.06	VIBRATORY DRUM COMPACTOR
1003.07	BITUMINOUS MATERIAL DISTRIBUTOR
1003.08	SEALER APPLICATION SYSTEM

SECTION 1004 – PILE DRIVING EQUIPMENT

1004.01	IMPACT HAMMER
1004.02	VIBRATORY HAMMER
1004.03	LEADS AND FOLLOWERS

SECTION 1005 – CONCRETE SITE EQUIPMENT

1005.01	PAVEMENT FORMS
1005.02	SPREADING AND FINISHING MACHINE
1005.03	SPREADING AND FINISHING MACHINE FOR CONCRETE BRIDGE DECKS
1005.04	VIBRATOR
1005.05	SLIP-FORM PAVER
1005.06	SLIP FORM (EXTRUSION) MACHINE
1005.07	EPOXY RESIN INJECTION EQUIPMENT

SECTION 1006 - CONCRETE PAVEMENT REHABILITATION EQUIPMENT

1006.01	Breaker
1006.02	SEATING EQUIPMENT
1006.03	GROUT PUMPING UNIT
1006.04	MIXER
1006.05	Injection Device
1006.06	LIFT MONITORING EQUIPMENT
1006.07	DEFLECTION TESTING EQUIPMENT
1006.08	GRINDING MACHINE
1006.09	CLARIFICATION EQUIPMENT

SECTION 1007 – TRAFFIC STRIPING EQUIPMENT

1007.01	EPOXY STRIPING UNIT
1007.02	THERMOPLASTIC APPLICATOR
1007.03	TRAFFIC STRIPE AND PAVEMENT REMOVAL EQUIPMENT
1007.04	RUMBLE STRIP CUTTING MACHINE

SECTION 1008 – MISCELLANEOUS EQUIPMENT

1008.01	MILLING MACHINE
1008.02	STRAIGHT EDGE
1008.03	MECHANICAL SWEEPER
1008.04	PAVEMENT SAW
1008.05	AIR COMPRESSOR
1008.06	HOT-AIR LANCE

SECTION 1009 – HMA PLANT EQUIPMENT

1009.01 HMA PLANT1009.02 HMA TRUCKS

SECTION 1010 - CONCRETE PLANT AND MIXTURE EQUIPMENT

1010.01	BATCHING PLANT
1010.02	CONCRETE TRUCKS
1010.03	MOBILE MIXER
1010.04	SMALL-BATCH MIXER

SECTION 1011 – PRECAST AND PRESTRESSED CONCRETE PLANT EQUIPMENT

1011.01	PRECAST PLANT
1011.02	PRESTRESSED PLANT
1011.03	ME's Office

Appendix A: Traffic Safety Requirements



JOB NAME: THIRD AVENUE ROADWAY IMPROVEMENTS

JOB NO:	218061	SHEET	NO 1 OF 1
CALC BY:	CS	DATE:	12/3/2021
CHECKED BY:	DJP	DATE:	12/6/2021
DESCRIPTION:	TRA	FFIC CONTROL C	COST

Average Daily Police Traffic Director Cost				
Task				
Police Traffic Director	Police Officer	Marked Police Car	Administrative Charges	Daily Cost
Township	(Per Day)	(Per Day)	(Per Day)	(Per Officer)
Township of Piscataway	\$654	\$216	\$0	\$870
Average Daily Police Traffic Director Cost \$870.16			\$870.16	
Total Days Required (2 Initial + 5 Mill & Pave) 7				

Total Days Required (2 Initial + 5 Mill & Pave)
Two Officers Required

2 Total Traffic Director Cost \$12,182.24

Appendix B: Permits

STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION DIVISION OF LAND RESOURCE PROTECTION



Mail Code 501-02A, P.O. Box 420, Trenton, New Jersey 08625-0420 Telephone: (609) 777-0454 or Fax: (609) 777-3656 www.nj.gov/dep/landuse



PERMIT

In accordance with the laws and regulations Protection hereby grants this permit to perfuit due cause and is subject to the terms, pages. For the purpose of this docum authorization, waiver, etc." Violation of any the implementing rules and may subject the page 1.	Approval Date 12/10/2020 Expiration Date 12/09/2025		
Permit Number(s):			
1217-20-0003.1 LUP200002			N.J.A.C. 7:13-1.1(b) N.J.A.C. 7:7A-1.1(a)
Permittee:		Site Location:	
Township of Piscataway c/o Joe Herrera, CFM 505 Sidney Road Piscataway, New Jersey 08854 Third Avenue Municipality: Piscataway T County: Middlesex			ownship
Description of Authorized Activitie This document authorizes the improvement Township of Piscataway, as reference			
Prepared by: Jessica Palilonis			Received and/or Recorded by County Clerk:
If the permittee undertakes any regulated activity, project, or development authorized under this permit, such action shall constitute the permittee's acceptance of the permit in its entirety as well as the permittee's agreement to abide by the requirements of the permit and all conditions therein.			
This permit is not valid unless authorizing signature appears on the last page.			

STATEMENT OF AUTHORIZED IMPACTS:

The authorized activities allow for the permittee to undertake impacts to regulated areas as described below. Additional impacts to regulated areas without prior Department approval shall constitute a violation of the rules under which this document is issued and may subject the permittee and/or property owner to enforcement action, pursuant to N.J.A.C. 7:13-21.8; N.J.A.C. 7:7A-19.11

FWW GP10A Very Minor Road Crossings	Permanent Disturbance (Acres)	Temporary Disturbance (Acres)	
Freshwater wetlands	0	0	
Transition areas	0.018	0.006	
State open waters	0	0	

Riparian Zone Vegetation	Area of riparian zone (Acres)
Permanent Disturbed	0
Temporary Disturbed	0

SPECIAL FLOOD HAZARD AREA CONDITIONS:

- 1. The Department has determined that the riparian zone adjacent to the Ambrose Brook affected by the project is 50 feet from the top of the bank. Any disturbance to the riparian zone shall be considered a violation of the Flood Hazard Area Control Act Rules (FHACAR) unless a permit is obtained, prior to the start of the disturbance, from the Division of Land Resource Protection.
- 2. In order to protect general gamefish within the Ambrose Brook, no grading, excavation, or construction activities is permitted within the watercourse onsite between May 1st through July 31st of each year. In addition, any activity within the 100-year floodplain or flood hazard area of this watercourse or tributaries which would introduce sediment into said creek or which could cause more than a minimum increase in the natural level of turbidity is also prohibited anytime, but especially during this period. The Department reserves the right to require additional soil conservation measures if it becomes evident that additional soil conservation measures are required to protect State regulated resources or to suspend all regulated activities on-site should it be determined that the applicant has not taken proper precautions to ensure continuous compliance with this condition.
- 3. Vegetation within 50-feet of the top of bank shall only be disturbed in the areas specifically shown on the approved drawing(s). No other vegetation within 50-feet of the top of any stream bank onsite shall be disturbed for any reason. This condition applies to all channels onsite regardless of the contributory drainage area.
- 4. The permittee shall be responsible for preserving and minimizing vegetation disturbances within the riparian zone. All temporary disturbances around the proposed construction shall be replanted with native herbaceous and woody vegetation where applicable and not maintained as lawn or landscaped area.

- 5. Prior to the commencement of site clearing, grading or construction, the permittee shall have a silt fence erected at the limits of the clearing. These fences shall serve as both a siltation and debris barrier as well as a physical barrier protecting the riparian zone from encroachment by construction vehicles or activities. These fences shall be kept in place and maintained throughout the duration of construction, until such time that the site is stabilized.
- 6. Construction equipment shall not be stored, staged or driven within any channel, freshwater wetland or transition area, unless expressly approved by this permit and/or described on the approved plans.
- 7. The applicant shall adhere to the maintenance plan for the stormwater management measures incorporated into the design of the major development in accordance with N.J.A.C. 7:8-5.8 and the guidelines of the New Jersey Stormwater Best Management Practices Manual.
- 8. The Department has determined that this project meets the requirements of the Stormwater Management rules at N.J.A.C. 7:8. Any future expansion or alteration of the approved stormwater management system, which would affect water quality, increase the rate or volume of stormwater leaving the site, affect the infiltration capacity on the site, or alter the approved low impact site design, shall be reviewed and approved by the Department prior to construction. This includes any proposed changes to the discharge characteristics of any basin, the construction of new inlets or pipes that tie into the storm sewer network and/or the replacement of existing inlets or pipes with structures of different capacity.

SPECIAL FRESHWATER WETLAND CONDITIONS:

- 1. This permit authorizes the permanent disturbance of 0.018 acres (801 square feet) of transition area and the temporary disturbance of 0.006 acres (245 square feet) of transition area to widen the roadway under a Freshwater Wetland General Permit No. 10A, as shown on the approved plans. This authorization to conduct activities in freshwater wetlands includes the issuance of a Water Quality Certificate.
- 2. The wetlands affected by this permit authorization are of Exceptional and Intermediate resource value and the transition area or buffer required adjacent to these wetlands is 150 and 50 feet. This general permit includes a transition area waiver, which allows encroachment only in that portion of the transition area, which has been determined by the Department to be necessary to accomplish the regulated activities. Any additional regulated activities conducted within the standard transition area on-site shall require a separate transition area waiver from the Division. Regulated activities within a transition area are defined at N.J.A.C. 7:7A-2.3. Please refer to the Freshwater Wetlands Protection Act (N.J.S.A. 13:9B-1 et seq.) and implementing rules (N.J.A.C. 7:7A) for additional information.
- 3. Pursuant to the procedures outlined in the December 22, 1993 Memorandum of Agreement among the United States Fish and Wildlife Service (USFWS), U.S. Environmental Protection Agency and the New Jersey Department of Environmental Protection (NJDEP), a tree clearing restriction of trees with a diameter at breast height of 5 inches or greater is required from April 1 to September 30 to protect Indiana bat. Please contact USFWS's New Jersey Field Office at (609) 383-3938 if you have any questions.
- 4. This authorization for a General Permit is valid for a term not to exceed five years from the date of this permit. If the permittee wishes to continue an activity covered by the permit after the expiration date of the permit, the permittee must apply for and obtain a permit extension or a new permit, prior

to the permit's expiration. If the term of the authorization exceeds the expiration date of the general permit issued by rule, and the permit upon which the authorization is based is modified by rule to include more stringent standards or conditions, or is not reissued, the applicant must comply with the requirements of the new regulations by applying for a new GP authorization or an Individual permit.

5. If potential human burials or human skeletal remains are encountered, all ground disturbing activities in the vicinity shall cease immediately and the Historic Preservation Office shall be contacted, as well as any appropriate legal officials. The potential burials shall be left in place unless imminently threatened by human or natural displacement.

STANDARD CONDITIONS:

- 1. The issuance of a permit shall in no way expose the State of New Jersey or the Department to liability for the sufficiency or correctness of the design of any construction or structure(s). Neither the State nor the Department shall, in any way, be liable for any loss of life or property that may occur by virtue of the activity or project conducted as authorized under a permit.
- 2. The issuance of a permit does not convey any property rights or any exclusive privilege.
- 3. The permittee shall obtain all applicable Federal, State, and local approvals prior to commencement of regulated activities authorized under a permit.
- 4. A permittee conducting an activity involving soil disturbance, the creation of drainage structures, or changes in natural contours shall obtain any required approvals from the Soil Conservation District or designee having jurisdiction over the site.
- 5. The permittee shall take all reasonable steps to prevent, minimize, or correct any adverse impact on the environment resulting from activities conducted pursuant to the permit, or from noncompliance with the permit.
- 6. The permittee shall immediately inform the Department of any unanticipated adverse effects on the environment not described in the application or in the conditions of the permit. The Department may, upon discovery of such unanticipated adverse effects, and upon the failure of the permittee to submit a report thereon, notify the permittee of its intent to suspend the permit.
- 7. The permittee shall immediately inform the Department by telephone at (877) 927-6337 (WARN DEP hotline) of any noncompliance that may endanger public health, safety, and welfare, or the environment. The permittee shall inform the Division of Land Resource Protection by telephone at (609) 777-0454 of any other noncompliance within two working days of the time the permittee becomes aware of the noncompliance, and in writing within five working days of the time the permittee becomes aware of the noncompliance. Such notice shall not, however, serve as a defense to enforcement action if the project is found to be in violation of this chapter. The written notice shall include:
 - i. A description of the noncompliance and its cause;
 - ii. The period of noncompliance, including exact dates and times;
 - iii. If the noncompliance has not been corrected, the anticipated length of time it is expected to continue; and

- iv. The steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
- 8. Any noncompliance with a permit constitutes a violation of this chapter and is grounds for enforcement action, as well as, in the appropriate case, suspension and/or termination of the permit.
- 9. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the authorized activity in order to maintain compliance with the conditions of the permit.
- 10. The permittee shall employ appropriate measures to minimize noise where necessary during construction, as specified in N.J.S.A. 13:1G-1 et seq. and N.J.A.C. 7:29.
- 11. The issuance of a permit does not relinquish the State's tidelands ownership or claim to any portion of the subject property or adjacent properties.
- 12. The issuance of a permit does not relinquish public rights to access and use tidal waterways and their shores.
- 13. The permittee shall allow an authorized representative of the Department, upon the presentation of credentials, to:
 - i. Enter upon the permittee's premises where a regulated activity, project, or development is located or conducted, or where records must be kept under the conditions of the permit;
 - ii. Have access to and copy, at reasonable times, any records that must be kept under the conditions of the permit;
 - iii. Inspect, at reasonable times, any facilities, equipment, practices, or operations regulated or required under the permit. Failure to allow reasonable access under this paragraph shall be considered a violation of this chapter and subject the permittee to enforcement action; and
 - iv. Sample or monitor at reasonable times, for the purposes of assuring compliance or as otherwise authorized by the Federal Act, by the Freshwater Wetlands Protection Act, or by any rule or order issued pursuant thereto, any substances or parameters at any location.
- 14. The permittee shall not cause or allow any unreasonable interference with the free flow of a regulated water by placing or dumping any materials, equipment, debris or structures within or adjacent to the channel while the regulated activity, project, or development is being undertaken. Upon completion of the regulated activity, project, or development, the permittee shall remove and dispose of in a lawful manner all excess materials, debris, equipment, and silt fences and other temporary soil erosion and sediment control devices from all regulated areas.
- 15. The permittee and its contractors and subcontractors shall comply with all conditions, site plans, and supporting documents approved by the permit.
- 16. All conditions, site plans, and supporting documents approved by a permit shall remain in full force and effect, so long as the regulated activity, project, or development, or any portion thereof, is in existence, unless the permit is modified pursuant to the rules governing the herein approved permits.
- 17. The permittee shall perform any mitigation required under the permit in accordance with the rules governing the herein approved permits.

- 18. If any condition or permit is determined to be legally unenforceable, modifications and additional conditions may be imposed by the Department as necessary to protect public health, safety, and welfare, or the environment.
- 19. Any permit condition that does not establish a specific timeframe within which the condition must be satisfied (for example, prior to commencement of construction) shall be satisfied within six months of the effective date of the permit.
- 20. A copy of the permit and all approved site plans and supporting documents shall be maintained at the site at all times and made available to Department representatives or their designated agents immediately upon request.
- 21. The permittee shall provide monitoring results to the Department at the intervals specified in the permit.
- 22. A permit shall be transferred to another person only in accordance with the rules governing the herein approved permits.
- 23. A permit can be modified, suspended, or terminated by the Department for cause.
- 24. The submittal of a request to modify a permit by the permittee, or a notification of planned changes or anticipated noncompliance, does not stay any condition of a permit.
- 25. Where the permittee becomes aware that it failed to submit any relevant facts in an application, or submitted incorrect information in an application or in any report to the Department, it shall promptly submit such facts or information.
- 26. The permittee shall submit written notification to the Bureau of Coastal and Land Use Compliance and Enforcement, 401 East State Street, 4th Floor, PO Box 420, Mail Code 401-04C, Trenton, NJ 08625, at least three working days prior to the commencement of regulated activities.
- 27. The permittee shall record the permit, including all conditions listed therein, with the Office of the County Clerk (the Registrar of Deeds and Mortgages, if applicable) of each county in which the site is located. The permit shall be recorded within 30 calendar days of receipt by the permittee, unless the permit authorizes activities within two or more counties, in which case the permit shall be recorded within 90 calendar days of receipt. Upon completion of all recording, a copy of the recorded permit shall be forwarded to the Division of Land Resource Protection at the address listed on page one of this permit.

APPROVED PLAN(S):

The drawing(s) hereby approved consist of five (5) sheet(s) prepared by Dipali J. Patel, N.J. P.E., of Naik Consulting Group, PC, dated March 25, 2020, last revised May 14, 2020, unless otherwise noted, and entitled:

"TOWNSHIP OF PISCATAWAY THIRD AVENUE ROAD IMPROVEMENTS POSSUMTOWN ROAD TO HANCOCK ROAD, THIRD AVENUE TOWNSHIP OF PISCATAWAY MIDDLESEX COUNTY, NEW JERSEY"

"RIPARIAN ZONE AND FLOOD HAZARD PLAN", sheets 8 and 9 of 11;

"WETLAND DISTURBANCE PLAN", sheets 10 and 11 of 11, and

"CONSTRUCTION DETAILS-4" sheet 50 of 52, dated September 10, 2020, unrevised.

APPEAL OF DECISION:

Any person who is aggrieved by this decision may submit an adjudicatory hearing request within 30 calendar days after public notice of the decision is published in the DEP Bulletin (available at www.nj.gov/dep/bulletin). If a person submits the hearing request after this time, the Department shall deny the request. The hearing request must include a completed copy of the Administrative Hearing Request Checklist (available at www.nj.gov/dep/landuse/forms.html). A person requesting an adjudicatory hearing shall submit the original hearing request to: NJDEP Office of Legal Affairs, Attention: Adjudicatory Hearing Requests, Mail Code 401-04L, P.O. Box 402, 401 East State Street, 7th Floor, Trenton, NJ 08625-0402. Additionally, a copy of the hearing request shall be submitted to the Director of the Division of Land Resource Protection at the address listed on page one of this permit. In addition to your hearing request, you may file a request with the Office of Dispute Resolution to engage in alternative dispute resolution. Please see www.nj.gov/dep/odr for more information on this process.

If you need clarification on any section of this permit or conditions, please contact the Division of Land Resource Protection's Technical Support Call Center at (609) 777-0454.

Approved By:	
Dennis Contois, Supervisor	
Division of Land Resource Protection	

c: Municipal Clerk, Piscataway Township
 Municipal Construction Official, Piscataway Township
 Agent (original) – Dipali Patel

FREEHOLD SOIL CONSERVATION DISTRICT

(Serving Middlesex and Monmouth Counties)

4000 Kozloski Road, P.O. Box 5033 Freehold, New Jersey 07728-5033

> Tel: (732) 683-8500 Fax: (732) 683-9140

E-mail: info@freeholdscd.org

5 Website: www.freeholdsoil.ora



TOWNSHIP OF PISCATAWAY 505 SIDNEY ROAD PISCATAWAY NJ 08854

Ref.#: 2020-0114

Proj.: THIRD AVENUE ROADWAY IMPROVEMENTS

Twp. : PISCATAWAY

Block: RD Lots : RD

CERTIFICATION LETTER

Pursuant to the New Jersey Soil Erosion and Sediment Control Act; N.J.S.A. 4:24-39 et. seq., Chapter 251, P.L. 1975 and as amended by C. 264, P.L. 77 and C. 459, P.L. 79, the Freehold Soil Conservation District hereby grants certification of the soil erosion and sediment control plan for the above referenced project, subject to the following:

- 1. That the applicant carries out all land disturbance activities in accordance with the Standards for Soil Erosion and Sediment Control in New Jersey, promulgated by the State Soil Conservation Committee.
- 2. The owner/applicant must obtain a District issued Report of Compliance prior to the issuance of any Certificates of Occupancy by the municipality.
- 3. Changes in the certified plan relating to, or that will affect land disturbance on the site, must be submitted to the District office for certification.
- 4. The owner / applicant must notify the District forty-eight (48) hours prior to any land disturbing activity.

A copy of the certified plan must be kept on the job site at all times.

This plan certification is valid for 3 1/2 years (valid until 12/10/2023), and is limited to the controls specified in this plan. It is not authorization to engage in proposed land use unless the municipality or other controlling agency has previously approved such use. Failure to comply with the above conditions may result in the issuance of a STOP CONSTRUCTION ORDER.

Sincerely,

Ines M. Zimmerman

District Manager

01015

Flanning Board Construction Official Municipal Engineer Applicant's Engineer



TOWNSHIP OF PISCATAWAY 505 SIDNEY ROAD PISCATAWAY NJ 08854 FREEHOLD SOIL CONSERVATION DISTRICT

(Serving Middlesex and Monmouth Counties)

4000 Kozloski Road, P.O. Box 5033 Freehold, New Jersey 07728-5033

> Tel: (732) 683-8500 Fax: (732) 683-9140

E-mail: info@freeholdscd.org Website: www.freeholdsoil.org

6/10/2020

Ref.#: 2020-0114

Proj.: THIRD AVENUE ROADWAY IMPROVEMENTS

Twp. ; PISCATAWAY

Block: RD Lots: RD Acres: 2.49

SCD Certification Code: 3UCSZSDRCR

Dear TOWNSHIP OF PISCATAWAY

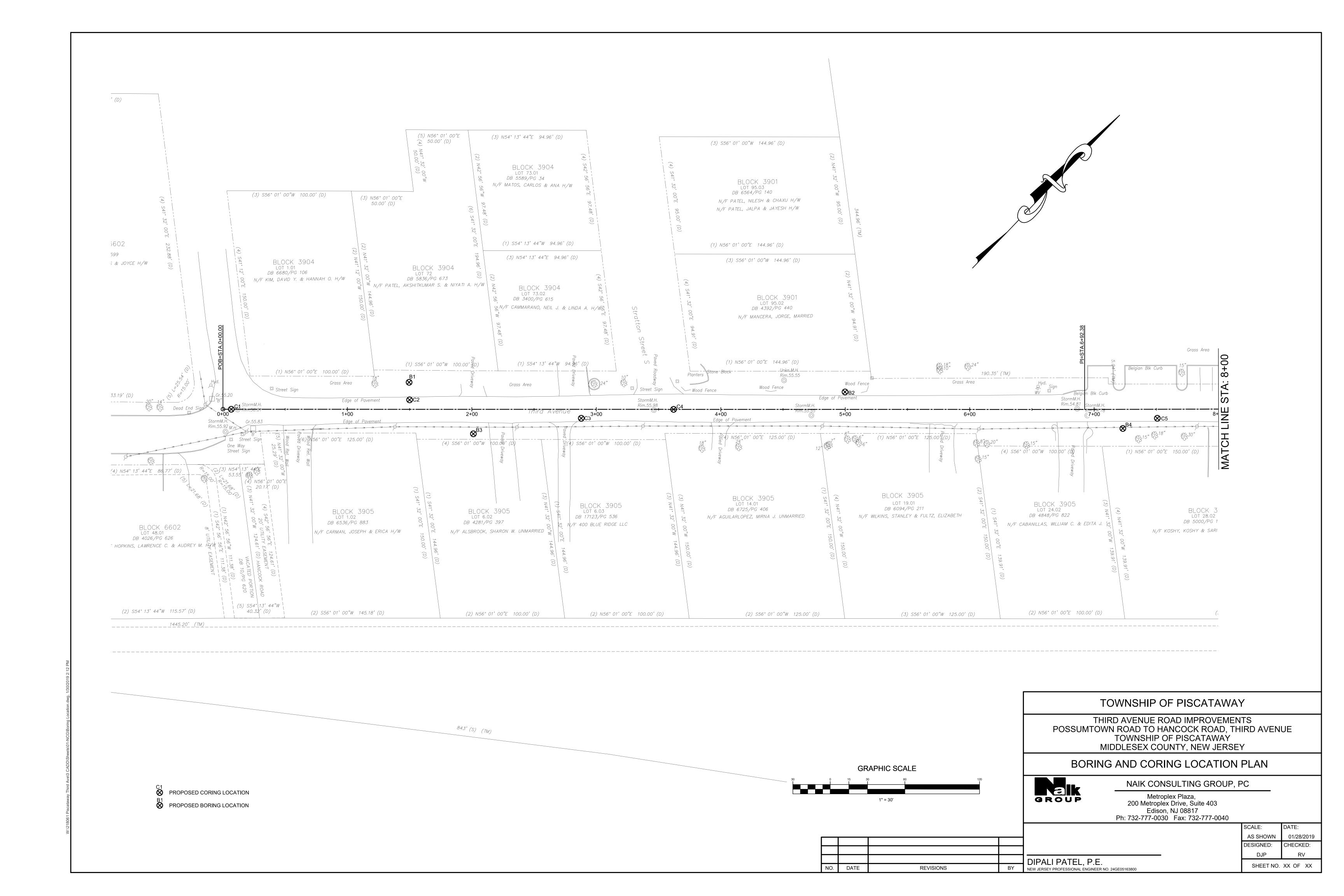
The project referenced above requires an authorization to discharge stormwater be obtained under NJ Pollutant Discharge Elimination System (NJPDES), Stormwater Construction General Permit No.NJG0088323 (5G3) pursuant to N.J.A.C. 7:14-1.2 prior to beginning construction. It is required that you submit a Request for Authorization (RFA) and process payment electronically utilizing the NJ Department of Environmental Protection (NJDEP) Stormwater Construction Activity E-Permitting System.

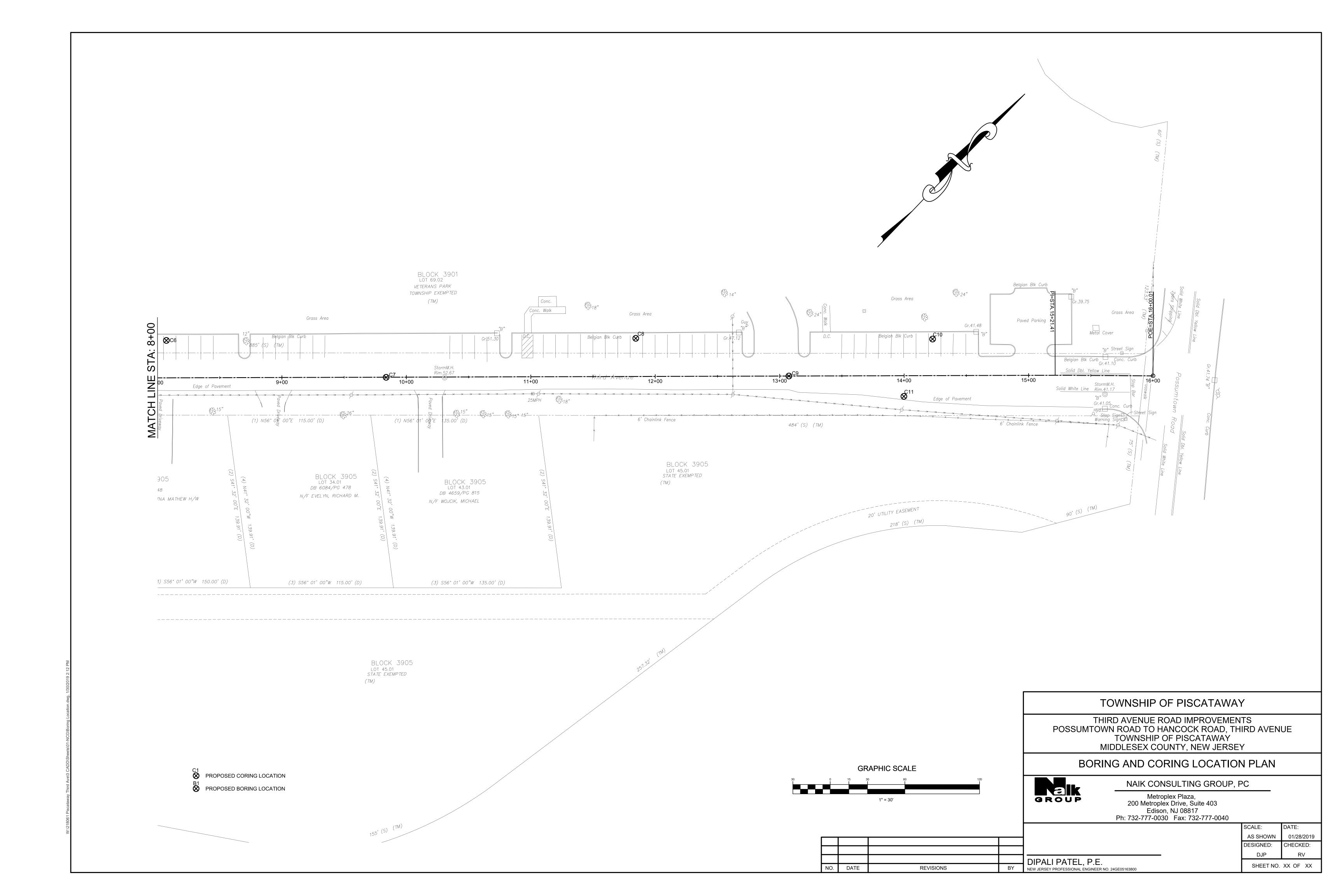
In order to access the E-Permitting system, you must first become a registered user of NJDEP online at http://www.nj.gov/dep/online. A certification PIN will be generated and e-mailed to you. Once registered, you may file for a RFA online on the screen titled "SCD Certified Plan" by entering the reference number and the SCD certification code provided above. Please note: the certification code is case sensitive.

If you have any questions regarding this information or any other aspect of the E-Permitting system, please contact Daniel Kuti, NJDEP Bureau of Nonpoint Pollution Control at (609) 533-7021 or via email at PortalComments@dep.state.nj.us

Appendix C: Pavement Core Data

CORE#	LOCATION	BASE THICKNESS	TOP THICKNESS
C1	3rd Ave	4.5"	5"
C2	3rd Ave	0	2.5"
C3	3rd Ave	1"	1.5"
C4	3rd Ave	3.25"	5"
C5	3rd Ave	1"	1.5"
C6	3rd Ave	2.75"	1.5"
C7	3rd Ave	4"	2.75"
C8	3rd Ave	3.5"	1.75"
C9	3rd Ave	2"	1.5"
C10	3rd Ave	3.25"	2"
C11	3rd Ave	5.5"	5.5"





Appendix D: Fuel and Asphalt Price Adjustment

GREEN SPACES ARE FOR YOUR INPUT

Fuel Price Adjustment - English

Calculation Sheet for Engineer's Estimate

DATE: March 23, 2022

UPC NUMBER:	PROJECT CODE:
N/A	
FEDERAL PROJECT NUMBER:	
THIRD AVENUE ROADWAY IMPROVEMENTS	
PROJECT NAME:	

IF COMBINED WEIGHT OF BITUMINOUS MATERIALS IS OVER 1,000 TONS THEN CALCULATE THE FOLLOWING ACCORDINGLY

ASPHALT PRICE ADJUSTMENT-Item#160007M

			QUANTITY IN	QUANTITY	TONS FOR
ELIGIBLE ITMES	UNIT	USAGE FACTOR	THE ITEMS	CONVERTED TO	ASPHALT PRICE
		FACTOR	UNIT	TONS	ADJUSTMENT
HMA PATCH	Т	5.00%		0.00	0.00
HOT MIX ASPHALT PAVEMENT REPAIR	SY	1.50%		0.00	0.00
HOT MIX ASPHALT SURFACE COURSE	Т	5.00%	720	720.00	36.00
HOT MIX ASPHALT INTERMEDIATE COURSE	Т	5.00%		0.00	0.00
HOT MIX ASPHALT BASE COURSE	Т	4.50%	1235	1235.00	55.58
OPEN-GRADED FRICTION COURSE	Т	5.00%		0.00	0.00
MODIFIED OPEN-GRADED FRICTION COURSE	Т	6.00%		0.00	0.00
ASPHALT-RUBBER OPEN GRADED FRICTION COURSE	Т	8.00%		0.00	0.00
ULTRA-THIN FRICTION COURSE	Т	6.00%		0.00	0.00
STONE MATRIX ASPHALT SURFACE COURSE	Т	6.50%		0.00	0.00
HIGH PERFORMANCE THIN OVERLAY	T	6.00%		0.00	0.00
FULL DEPTH CONCRETE PAVEMENT REPAIR,HMA	SY	1.65%		0.00	0.00
HOT MIX ASPHALT SIDEWALK, THICK	SY	0.56%		0.00	0.00
HOT MIX ASPHALT DRIVEWAY, THICK	SY	0.56%	180	43.20	0.24
HOT MIX ASPHALT ISLAND, THICK	SY	0.56%		0.00	0.00
NON-VEGETATIVE SURFACE, HOT MIX ASPHALT	SY	0.84%		0.00	0.00
NON-VEGETATIVE SURFACE, POROUS HOT MIX ASPHALT	SY	0.84%		0.00	0.00
COLOR-COATED NON-VEGETATIVE SURFACE, HOT MIX ASPHALT	SY	0.84%		0.00	0.00
SLURRY SEAL	Т			0.00	0.00
			Total	1.998.20	91.82

NUMBER OF TONS FOR ASPHALT PRICE ADJUSTMENT CURRENT PRICE PER "TON" FOR LATEST MONTH PERIOD OF CONSTRUCTION MONTHS
INFLATION RATE

	91.82
_	\$487.00
.00	0.33
	5.00%
ntal	\$745.25

ROUND UP TO NEAREST \$100

\$800.00

SLURRY SEAL

ELIGIBLE SLURRY SEAL ITEMS	UNIT	PETROLEUM CONTENT % BY VOLUME	GALLONS FURNISHED	TONS
MICRO-SURFACING EMULSION	EMULSION-GAL	60		0.00
SLURRY SEAL EMULSION	EMULSION-GAL	60		0.00
MICROPAVING JOINTS	EMULSION-GAL	60		0.00
			TOTAL	0.00

Note: 60% for RS or Similar type emulsions

"PROJECT CODES"				
CODE DESCRIPTION				
1	New Construction			
2	Reconstruction, Widening and Dualization			
3	Widening and Resurfacing			
4	Resurfacing			
5	Bridge Repair			
6	Intersection Improvements			
7	Safety and Traffic Control			
8	Miscellaneous			
9	Unique Project			

Fuel	Price	Adjustment	- Fnalis	ı

Calculation Sheet for Engineer's Estimate

	DATE:	March 23, 2022
PROJECT NAME:		
THIRD AVENUE ROADWAY IMPROVEMENTS		
FEDERAL PROJECT NUMBER:		
N/A		
UPC NUMBER:		PROJECT CODE:
B/A		3

FUEL PRICE ADJUSTMENT - Item # 160004M

ELIGIBLE	ITEMS.	THICKNESS	USAGE FACTOR	UNIT	ADD QTY	GALLONS FOR FUEL PRICE ADJUSTMENT
EXCAVATION, UNCLASSIFIED			0.50	G/CYx	2000	1000.00
EXCAVATION, REGULATED MATERIAL			0.50	G/CYx	250	125.00
EXCAVATION, ACID PRODUCING SOIL			0.50	G/CYx		0.00
REMOVAL OF PAVEMENT			0.25	G/SYx		0.00
HMA MILLING, 3" OR LESS			0.25	G/SYx	2246	561.50
HMA MILLING, MORE THAN 3" TO 6"			0.25	G/SYx		0.00
CONCRETE MILLING,			0.25	G/SYx		0.00
HMA PROFILE MILLING			0.25	G/SYx		0.00
BREAKING PAVEMENT			0.25	G/SYx		0.00
RUBBLIZATION			0.25	G/SYx		0.00
SUBBASE			1.00	G/CYx		0.00
I SOIL AGGREGATE			1.00	G/CYx		0.00
SOIL AGGREGATE BASE COURSE,	INCHES THICK	0.0	1.00	G/CYx		0.00
SOIL AGGREGATE BASE COURSE, VARIA		0.0	1.00	G/CYx		0.00
DENSE-GRADED AGGREGATE BASE COU		6.0	1.00	G/CYx	4288	714.67
DENSE-GRADED AGGREGATE BASE COU		3.0	1.00	G/CYx	.200	0.00
CONCRETE BASE COURSE,	INCHES THICK		0.25	G/SYx		0.00
CONCRETE BASE COURSE, REINFORCED	INCHES THICK		0.25	G/SYx		0.00
ASPHALT STABILIZED DRAINAGE COURS			2.50	G/TONx		0.00
OPEN-GRADED INCHES FRICTIO			2.50	G/TONx		0.00
MODIFIED OPEN-GRADED	INCHES FRICTION COURSE		2.50	G/TONx		0.00
ULTRA-THIN FRICTION COURSE	INCHES PRICTION COURSE		2.50	G/TONx		0.00
	RFACE COURSE		2.50	G/TONx	720	1800.00
	ERMEDIATE COURSE			G/TONx	720	0.00
HOT MIX ASPHALT 5 INCHES BA			2.50	G/TONx	1235	3087.50
	ES SURFACE COURSE		2.50	G/TONx	1235	0.00
CONCRETE SURFACE COURSE.	INCHES THICK		0.25	G/SYx		0.00
DIAMOND GRINDING OF CONCRETE SURFACE COURSE			0.25	G/SYx		0.00
				G/SYx		
DIAMOND GRINDING EXISTING CONCRETE PAVEMENT			0.25	G/CYx		0.00
CONCRETE BRIDGE APPROACH			0.50	G/CYx		0.00
CONCRETE CULVERT			1.00	G/CYx		0.00
CONCRETE FOOTING			1.00	G/CYx		0.00
CONCRETE WING WALL			1.00	G/CYx		0.00
CONCRETE PIER COLUMN PROTECTION, H	PC		1.00	G/CYx		0.00
CONCRETE PIER COLUMN AND CAP			1.00	G/CYx		0.00
CONCRETE ABUTMENT WALL			1.00	G/CYx		0.00
CONCRETE PIER SHAFT			1.00			0.00
CONCRETE PEDESTRIAN BRIDGE			1.00	G/CYx		0.00
CONCRETE BRIDGE DECK			1.00	G/CYx		0.00
CONCRETEBRIDGE DECK, HPC			1.00	G/CYx		0.00
CONCRETE BRIDGE SIDEWALK			1.00	G/CYx		0.00
CONCRETE BRIDGE SIDEWALK, HPC			1.00	G/CYx		0.00
CONCRETE BRIDGE PARAPET			1.00	G/CYx		0.00
CONCRETEBRIDGE PARAPET, HPC			1.00	G/CYx		0.00
CAST-IN-PLACE CONCRETE PILES, DRIVEN INCHES DIAMETER		0	1.00	G/CYx		0.00
RETAINING WALL, LOCATION NO.			0.10	G/SFx		0.00
COLOR-COATED NON-VEGETATIVE SURFACE, HOT MIX ASPHALT			2.50	G/TONx		0.00
	•				TOTAL	7288.67

NO. OF GALLONS FOR FUEL PRICE ADJUSTMENT CURRENT PRICE PER "GALLON" LATEST MONTH PERIOD OF CONSTRUCTION MONTHS: INFLATION RATE

	7288.67
	\$2.92
4	0.333333333
	5.00%
TOTAL	\$354.72

ROUND UP TO THE NEAREST \$100.00 \$400.00

"PROJECT CODES"		
DESCRIPTION		
New Construction		
Reconstruction, Widening and Dualization		
Widening and Resurfacing		
Resurfacing		
Bridge Repair		
Intersection Improvements		
Safety and Traffic Control		
Miscellaneous		
Unique Project		

Bid No: 2022-01-03

THE TOWNSHIP OF PISCATAWAY



SPECIAL PROVISIONS STATE OF NEW JERSEY D.O.T.

Pages 1-49

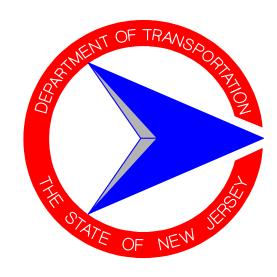




MARIA E. VALENTE-CAEMMERER

Purchasing Agent/Township Secretary

State of New Jersey Department of Transportation



Special Provisions For State Aid Projects

FY 2019 Edition

SPECIAL PROVISIONS

Third Avenue Improvements - From Possumtown Road to Hancock Road



AUTHORIZATION OF CONTRACT

The Contract for this project is authorized by the provisions of local public contracts law, NJSA 40A: 11-1 et seq.

SPECIFICATIONS TO BE USED

The 2019 Standard Specifications for Road and Bridge Construction, of the New Jersey Department of Transportation (Department) as amended herein will govern the construction of this Project and the execution of the Contract.

These Special Provisions consist of the following:

Pages 1 to 50 inclusive.

State wage rates may be obtained from the New Jersey Department of Labor & Workforce Development (Telephone: 609-292-2259) or by accessing the Department of Labor & Workforce Development's website at https://www.nj.gov/labor/wagehour/wagerate/prevailing wage determinations.html. The State wage rates in effect at the time of award are part of this Contract, pursuant to Chapter 150, Laws of 1963 (N.J.S.A. 34:11-56.25 et seq.).

In the event it is found that any employee of the contractor or any subcontractor covered by the contract, has been paid a rate of wages less than the minimum wage required to be paid by the contract, the contracting agency 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 to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable to the contracting agency for any excess costs occasioned thereby.

GENERAL

All awards shall be made subject to the approval of the New Jersey Department of Transportation. No construction shall start before approval of said award by the New Jersey Department of Transportation. Prior to the start of construction, the contractor must submit a Material Questionnaire (SA-11) listing all sources of materials. Any materials used on the project from a non-approved New Jersey Department of Transportation source will be considered non-participating. The contractor is also notified that the District Office, Division of Local Aid and Economic Development must be notified of the construction commencement date at least three (3) calendar days prior to the start of construction.

Award of contract and subletting will not be permitted to, materials will not be permitted from, and use of equipment will not be permitted that is owned and/or operated by, firms and individuals included in the report of suspensions, debarments and disqualifications of firms and individuals as maintained by the Department of the Treasury, Division of Purchase & Property, Contract Compliance & Administration, Trenton NJ 08625 (609-292-5400).

Payment for a pay item in the proposal includes all the compensation that will be made for the work of that item as described in the contract documents unless the "measurement and payment" clause provides that certain work essential to that item will be paid for under another pay item.

THIRD AVENUE IMPROVEMENTS. FROM POSSUMTOWN ROAD TO HANCOCK ROAD.

Whenever any section, subsection, subpart or subheading is amended by such terms as changed to, deleted or added it is construed to mean that it amends that section, subsection, subpart or subheading of the 2019 Standard Specifications unless otherwise noted.

Whenever reference to page number is made, it is construed to refer to the 2019 Standard Specifications unless otherwise noted.

Henceforth in this supplementary specification whenever reference to the State, Department, ME, RE or Inspector is made, it is construed to mean the particular municipality or county executing this contract.

Whenever reference to Title 27 is made, it is construed to mean Title 40.

The following information is located at the end of these Special Provisions:

Small Business Enterprise Utilization on Wholly State Funded Projects. (State Funded Project Attachment 1)
 SME Contact
 OFFICE OF CIVIL RIGHTS, CONTRACT COMPLIANCE

- 2. State of New Jersey Equal Employment Opportunity Special Provisions for Wholly State Funded Projects. (State Funded Project Attachment 2)
- 3. Requirements for Affirmative Action to Ensure Equal Employment Opportunity on Wholly State Funded Projects. (State Funded Project Attachment 3)
- 4. Investigating, Reporting and Resolving Employment Discrimination and Sexual Harassment Complaints on Wholly State Funded Projects. (State Funded Project Attachment 4)
- 5. Payroll Requirements for Wholly State Funded Projects. (State Funded Project Attachment 5)
- 6. Americans with Disabilities Act Requirements for Wholly State Funded Contracts. (State Funded Project Attachment 6)

DIVISION 100 – GENERAL PROVISIONS

SECTION 101 – GENERAL INFORMATION

101.01 INTRODUCTION

SME Contact PROJECT MANAGER

THE FOLLOWING IS ADDED:

Pursuant to N.J.S.A. 27:1B-21.6, the Department intends to enter into a contract for the advancement of the Project. However, sufficient funds for the Project may not have been appropriated, and only amounts appropriated by law may be expended. Payment under the Contract is restricted to the amounts appropriated for a fiscal year (FY).

Governing bodies have no legal obligation to make such an appropriation. There is no guarantee that additional funds will be appropriated. Failure by governing bodies to appropriate additional funds will not constitute a default under, or a breach of, the Contract. However, if the Department terminates the Contract or suspends work because funds have not been appropriated, the parties to the Contract will retain their rights for suspension and termination as provided in 108.13, 108.14, and 108.15; except as indicated below.

Do not expend or cause to be expended any sum in excess of the amount allocated in the current fiscal year's Capital Program (as specified below). The Department will notify the Contractor when additional funding has been appropriated. Any expenditure by the Contractor which exceeds the amount appropriated is at the Contractor's risk and the Contractor waives its right to recover costs in excess of that appropriated amount.

The approved _____ Capital Program has an item with \$ ____ million for the construction of the Project.

The Federal FY begins October 1 of the previous calendar year and the State FY begins July 1 of the previous calendar each year.

101.03 TERMS

THE FOLLOWING TERM IS ADDED:

Full Traffic Access. All work is complete to allow safe unencumbered use of the final paved portion of roadway throughout the project including but not limited to striping, RPMs, rumble strips, highway lighting, and traffic signals as determined by the RE.

THE FOLLOWING IS OMITTED:

Federal Aid Project. Any agreement or modification thereof between NJDOT and any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Federal government or borrowed on the credit of the Federal government pursuant to any program involving a grant, contract, loan, insurance or guarantee under which the NJDOT itself participates in the construction work.

Federal Aid Project Attachments. Attachments to the Contract Special Provision document, used for Federal Aid Projects.

REVISE THE FOLLOWING TERM:

THIRD AVENUE IMPROVEMENTS.
FROM POSSUMTOWN ROAD TO HANCOCK ROAD.

actual cost: The computed cost using calculations of direct labor, labor fringe benefits, indirect labor costs, insurance, materials, extraordinary expenses, equipment, profit, overhead, and subcontractors.

101.04 INQUIRIES REGARDING THE PROJECT

2. After Award of Contract.

SME Contact Construction Management

North Region
Ms. Chrissa Roessner, Regional Construction Engineer
200 Stierli Court

Mt. Arlington, NJ 07856-1322 Telephone: 973-601-6655

SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS

102.04 EXAMINATION OF CONTRACT AND PROJECT LIMITS

Project Manager: Joe Herrera

Email Address: jhrrera@PISCATAWAY.ORG Mailing Address: 505 Sidney Road, Piscataway, NJ

102.07 PREPARATION OF THE BID

Omit the last two paragraphs of this section.

102.13.01 BIDDER PRE-AWARD REQUIREMENTS

A. Federal Aid Projects

This section intentionally left blank.

SECTION 103 – AWARD AND EXECUTION OF CONTRACT

103.05.A ESCROW BID DOCUMENTS

REVISE SECTION 103.05.A TO THE FOLLOWING:

A. **Purpose.** The bid documents are the supporting information, calculations, quotes, and other information used to prepare the bid. The Department may use the Contractor's bid documents to negotiate changes and claims if they are escrowed and a signed custody agreement is provided. The information contained in the bid documents does not modify the terms and conditions of the Contract. If the Contractor fails to escrow bid documents within the time specified in 103.04, the Department will not make payment for a disproportionate allocation of costs for work for which no Item is provided in the Contract, as specified in 102.08, in the renegotiation of costs of Items when there is a major decrease in quantity.

SECTION 105 - CONTROL OF WORK

105.01 AUTHORITY OF THE DEPARTMENT

105.01.01 RE

REVISE THE SECOND PARAGRAPH TO:

Unless otherwise specified, send correspondence with the Department to the RE. Where correspondence is specified to be directed to persons other than the RE, send a copy to the RE. Ensure that correspondence complies with the following:

- 1. Assign every correspondence sent to the Department a unique correspondence serial number in the subject line, numbered sequentially beginning with Contractor Correspondence No. 1.
- 2. If the correspondence includes a request for information or asks for an interpretation of the Contract, also assign a unique RFI serial number in the subject line numbered sequentially beginning with RFI-1.
- 3. If the correspondence constitutes a notice of change, assign a unique change notice serial number in the subject line numbered sequentially beginning with Change Notice No. 1. For subsequent correspondence referring to a change notice or to the events that are the subject of a previous change notice, refer in the subject line to the original change notice number.

105.02 RESPONSIBILITIES OF THE CONTRACTOR

REVISE THE FOLLOWING SECTION TO:

Federal Aid projects. This section intentionally left blank.

105.03 CONFORMITY WITH THE CONTRACT

REVISE THE FIRST SENTENCE OF THE FIRST PARAGRAPH TO: In the event the Contractor discovers a discrepancy, error, omission, or ambiguity in the Contract, or if the Contractor has any doubt or question as to the intent or meaning of the Contract, the Contractor must immediately notify the RE.

REVISE THE FOURTH SENTENCE OF THE SIXTH PARAGRAPH TO: If the Department loses funding for the nonconforming work, on the basis of permitting nonconforming work to remain, the Department will not pay for the work permitted to remain in place.

105.07.01 Working in the Vicinity of Utilities

A. Initial Notice.

PSE&G (Electric) Ryan C. Quinn/Robert Mido 472 Weston Canal Road Somerset, NJ 08873 Phone: 732-764-3161

PSE&G (Gas) James Cavanagh 40 Rock Avenue Plainfield, NJ 07063 Phone: 908-668-3808

THIRD AVENUE IMPROVEMENTS. FROM POSSUMTOWN ROAD TO HANCOCK ROAD.

New Jersey American Water (Water)

Melissa A. Hazelton One Water Street Camden, NJ 08102 Phone: 856-955-4403

Verizon Communications (Telephone)

Ervin Hernandez

290 West Mount Pleasant Ave

Livingston, NJ 07039 Phone: 856-912-0748

Township of Piscataway (Sewer)

Guy Gaspari 505 Sidney Road Piscataway, NJ 08854

Phone: 732-562-2395

Altice USA (Cable) Jeffrey Polanco 275 Centennial Ave Piscataway, NJ 08854 Phone: 732-317-7344

SME CONTACTPROJECT MANAGER

B. Locating Existing Facilities.

2.

Fiber Optic Markout Form is available at: http://www.state.nj.us/transportation/eng/elec/ITS/requests.shtm.

Bureau of Traffic Operations, North Region (TOCN) 670 River Drive

Elmwood Park, NJ 07407-1347 Telephone: 732-697-7360

3.

Bureau of Electrical Maintenance, North Region 200 Stierli Court Mt. Arlington, NJ 07856-1322 Telephone: 973-601-6650

C. Protection of Utilities.

Facility Daily Access Request Form is available at: http://www.state.nj.us/transportation/eng/elec/ITS/access.shtm.

THIRD AVENUE IMPROVEMENTS.
FROM POSSUMTOWN ROAD TO HANCOCK ROAD.

SECTION 106 - CONTROL OF MATERIAL

106.03 FOREIGN MATERIALS

1. Wholly State Funded Projects

SME CONTACT PROJECT MANAGER

REMOVE SECTION 106.03.2 Federal Aid Projects

106.10 USE OF UNITED STATES FLAG VESSELS

THE ENTIRE TEXT IS CHANGED TO: This section intentionally left blank.

SECTION 107 – LEGAL RELATIONS

107.02 NONDISCRIMINATION

THE ENTIRE TEXT OF SECTION 107.02.1 CHANGED TO:

Compliance with Regulations: This section intentionally left blank.

107.03 AFFIRMATIVE ACTION, DISADVANTAGED BUSINESS ENTERPRISES OR EMERGING SMALL BUSINESS ENTERPRISES, AND SMALL BUSINESS ENTERPRISES

REMOVE THIS SENTENCE FROM PARAGRAPH TWO: The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts.

107.12 THE CONTRACTUAL CLAIM RESOLUTION PROCESS

REPLACE THIS SECTION WITH: This section intentionally left blank.

107.13 LITIGATION OF CLAIMS BY THE CONTRACTOR

REPLACE THIS SECTION WITH: The Department will not participate in litigation between the RE and the Contractor.

107.14 PATENED DEVICES, AMTERIALS, AND PROCESSES

REMOVE THE SECOND PARAGRAPH OF THIS SECTION

107.15 TAXES

REVISE THE THIRD SENTENCE OF THE FIRST PARAGRAPH OF THIS SECTION TO: The sales tax exemption does not apply to equipment used for Contract work.

THIRD AVENUE IMPROVEMENTS. FROM POSSUMTOWN ROAD TO HANCOCK ROAD.

SECTION 108 – PROSECUTION AND COMPLETION

108.01 SUBCONTRACTING

REMOVE SENTENCE FOUR OF PARAGRAPH TWO OF THIS SECTION.

1. Values and Ouantities.

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

a. There are no Specialty Items in this Project.

REMOVE PARAGRAPH FOUR OF SECTION 108.1.

REVISE SECTION 108.1.3.a TO THE FOLLOWING:

Federal Aid Projects. This section intentionally left blank.

108.10 CONTRACT TIME

108.11.01 Extensions to Contract Time

108.11.01.A

REVISE THE SECOND PARAGRAPH TO:

The Department will not extend Contract Time due to Extra Work or other type of delay unless an approved progress schedule and updates are current as specified in 153.03. The Department will not make payment for delay damages, unless an approved progress schedule and updates are current as specified in 153.03.

B. Types of Delays.

- 2. Excusable, Non-Compensable Delays.
 - b. Utilities.

THE LAST PARAGRAPH IS CHANGED TO:

If approved excusable, non-compensable delays exceed a total of 90 days, the time in excess of 90 days will become excusable and compensable as specified in 108.11.01.B.3.

- **3. Excusable, Compensable Delays.** Excusable, compensable delays are delays that are the Department's fault or responsibility. For excusable, compensable delays, the Department will grant an extension of Contract Time and will make payment for delay damages.
- **4. Concurrent Delays.** Concurrent delays are separate delays on the critical path that occur at the same time. When an excusable, non-compensable delay is concurrent with an excusable, compensable delay, the Department will grant an extension of Contract Time but will not make payment for delay damages. When a non-excusable delay is concurrent with an excusable delay, the Department will not grant an extension of Contract Time or make payment for delay damages.
- C. Submitting Time Impact Evaluation. If an excusable delay occurs, notify the RE, detailing how the event or cause is affecting the approved progress schedule that is current at the time the delay occurred. When the full extent of the impact on the approved progress schedule can be determined, submit a request for an extension of Contract Time to

THIRD AVENUE IMPROVEMENTS. FROM POSSUMTOWN ROAD TO HANCOCK ROAD.

the RE with a Time Impact Evaluation Form and a CPM fragnet diagram including all additional work, and the fragnet's relationship to the approved progress schedule that is current at the time the delay occurred. Clearly identify how each change or delay is represented by an activity or group of activities. Ensure that the fragnet shows logic revisions, duration changes, and new activities, including the predecessor and successor relationships.

The Contractor is considered to have waived its rights to claim an extension of Contract Time if the Contractor fails to provide written notice or fails to provide the time impact evaluation.

The RE will evaluate the time impact evaluation. The Department will only extend Contract Time when delay causes the work to be extended beyond the scheduled Contract Time as specified in 108.10. If the Contractor is already behind schedule and an excusable delay delays the work beyond the Contract Time as specified in 108.10, the Department will only extend Contract Time for the amount of time that directly results from the excusable delay. If the Department determines that an extension of Contract Time is warranted, the Department will extend Contract Time by a Change Order.

For excusable, compensable delays, submit a request for and documentation supporting the entitlement to compensable delay damages associated with the delay.

108.15 FOR CONVENIENCE

108.15.02 For Cause

REVISE PARAGRAPH FIVE TO:

The Department will not make payment for profit and overhead not included in the Contract price for Items for work completed or partially completed except that the Department may make payment for profit and overhead on work.

108.19 COMPLETION AND ACCEPTANCE

THE FOLLOWING IS ADDED:

No Incentive Payment for Early Completion is specified for this project.

SECTION 109 – MEASUREMENT AND PAYMENT

CHANGE THE ENTIRE TEXT OF 109.03 TO THE FOLLOWING:

109.03 PAYMENT FOR FORCE ACCOUNT

This section intentionally left blank.

109.04 PAYMENT FOR DELAY DAMAGES

CHANGE THE FIRST SENTENCE TO:

For eligible extensions, the department will make payment for the costs allowed based on the following documentation submitted by the contractor:

THIRD AVENUE IMPROVEMENTS.
FROM POSSUMTOWN ROAD TO HANCOCK ROAD.

109.05 ESTIMATES

REVISE THE TWELTH PARAGRAPH TO:

From the total Estimate amount, the Department will deduct and retain 2 percent until Substantial Completion.

SME CONTACT LANDSCAPE ARCHITECTURE

THE THIRTEENTH PARAGRAPH IS CHANGED TO:

In the first Estimate following installation of all landscape work, the Department will reduce the retainage withheld to 1 percent of the Total Adjusted Contract Price, unless it has been determined by the Department that the withholding of additional retainage is required. If retainage is held in cash withholdings, the reduction is to be accomplished by payment under the next Estimate. If retainage is held in bonds, the Department will authorize a reduction in the escrow account.

109.09 AUDITS

THE FIRST SENTENCE IS REVISED TO:

All claims filed are subject to audit at any time following the filing, whether or not part of a suit pending in the courts of this State pursuant to N.J.S.A. 59:13-1, et seq.

109.09 FINAL PAYMENT AND CLAIMS

REVISE THE FOURTH PARAGRAPH TO THE FOLLOWING:

Include in the release the specific monetary amounts and the specific nature of the claims being reserved. Failure to state specific monetary amounts and the specific nature of the claim shall result in a waiver of such claims. The Contractor may reserve only those claims properly filed with the Department and not previously resolved. The Contractor waives all claims for which the required notice has not been filed with the Department.

DIVISION 150 – CONTRACT REQUIREMENTS

SECTION 153 – PROGRESS SCHEDULE SME Contact PROJECT MANAGER

153.03.01 CPM PROGRESS SCHEDULE

REVISE THE SIXTH PARAGRPAH TO:

The progress schedule does not constitute notice and does not satisfy the notice requirements. Approval of the schedule by the re does not modify the contract or constitute acceptance of the feasibility of the contractor's logic, activity durations, or assumptions used in creating the schedule. If the schedule reflects a completion date different than that specified in 108.10, this does not change the specified completion date. If the re approves a schedule that reflects a completion date earlier than that specified as the contract time, the department will not accept claims for additional contract time or compensation as the result of failure to complete the work by the earlier date shown on the CPM schedule. Float is the amount of time that an activity may be delayed from its early start without delaying completion. Float belongs to the project and is not for the exclusive use of the contractor or the department.

153.03.03 BAR CHART PROGRESS SCHEDULE UPDATE

REVISE THE THIRD PARAGRPAH TO:

Approval of the schedule by the RE does not modify the Contract or constitute Acceptance of the feasibility of the Contractor's logic, activity durations, or assumptions used in creating the schedule. The progress schedule does not constitute notice and does not satisfy the notice requirements. Provide 3 color paper copies of a bar chart progress schedule or similar type that is acceptable to the RE for approval as follows:

SECTION 155 – CONSTRUCTION FIELD OFFICE

REPLACE THIS SECTION WITH THE FOLLOWING:

This section intentionally left blank.

SECTION 156 – MATERIALS FIELD LABORATORY AND CURING FACILITY

REPLACE THIS SECTION WITH THE FOLLOWING:

This section intentionally left blank.

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

158.03.02 SESC Measures

19. Oil-Only Emergency Spill Kit.

SME Contact ENVIRONMENTAL SOLUTIONS

SECTION 159 – TRAFFIC CONTROL

159.03.01 Traffic Control Coordinator

THE FIRST PARAGRAPH BEFORE THE LIST IS CHANGED TO:

Before starting Work, submit to the RE the name, training, work experience, and contact information of an employee assigned as the on-site Traffic Control Coordinator (TCC). The TCC must be certified as having successfully completed the Rutgers CAIT Traffic Control Coordinator Program, or an equivalent course as approved by the NJDOT Office of Capital Project Safety. The TCC must also successfully complete an approved Traffic Coordinator refresher course every 2 years. The TCC is a full-time position and the employee designated as TCC must be available on a 24 hour a day, 7 days a week basis. The TCC shall have the responsibility for and authority to implement and maintain all traffic operations for the Project on behalf of the Contractor. Ensure that the TCC is present at the work site at all times while the Work is in progress. The TCC's responsibilities and duties shall include the following:

SECTION 160 – PRICE ADJUSTMENTS

160.03.01 FUEL PRICE ADJUSTMENT

THE FIFTH PARAGRAPH IS CHANGED TO:

The Department will calculate fuel price adjustment on a monthly basis using the following formula:

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

Where:

F = Fuel Price Adjustment

MF = Monthly Fuel Price Index for work performed from the first day of the month to the last day of the month for the month prior to the estimate cutoff date

BF = Basic Fuel Price Index

G = Gallons of Fuel for Price Adjustment

THE SEVENTH PARAGRAPH IS CHANGED TO:

The basic fuel price index is the previous month's fuel price index before receipt of bids. The Department will use the fuel price index for the month before the regular monthly estimate cutoff date as the Monthly Fuel Price Index for work performed in the previous calendar month. If the Monthly Fuel Price Index increases by 50 percent or more over the Basic Fuel Price Index, do not perform any work involving Items listed in Table 160.03.01-1 without written approval from the RE.

160.03.02 FUEL PRICE ADJUSTMENT

THE THIRD PARAGRAPH IS CHANGED TO:

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

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

Where:

A = Asphalt Price Adjustment

MA = Monthly Asphalt Price Index for work performed from the first day of the month to the last day of the month for the month prior to the estimate cutoff date

BA = Basic Asphalt price Index

T = Tons of new Asphalt Binder

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

THE SIXTH PARAGRAPH IS CHANGED TO:

The basic asphalt price index is the asphalt price index for the month before the opening of bids. The Department will use the asphalt price index for the month before the regular monthly estimate cutoff date as the monthly asphalt price index for work performed in the previous calendar month.

DIVISION 200 – EARTHWORK

SECTION 201 – CLEARING SITE

201.03.01 Clearing Site

201.04 MEASUREMENT AND PAYMENT THE FOLLOWING IS ADDED:

SME Contact
Construction Management.

The Department will not make payment for the Item CLEARING SITE in excess of \$ 25,000 until Completion.

DIVISION 400 – PAVEMENTS

SECTION 401 – HOT MIX ASPHALT (HMA) COURSES

401.03.07 HMA Courses

C. Test Strip

REPLACE THE FIRST PARAGRAPH OF THIS SECTION WITH THE FOLLOWING:

Test Strip. Construct a test strip for each HMA mix for contracts with more than a total of 5,500 tons of HMA. For HMA HIGH RAP, construct the test strip at least 14 days prior to production. Test strips are not necessary for temporary pavement. Ensure that the tack coat or prime coat has been placed as specified in 401.03.05 and 401.03.06, before placing HMA. Transport and deliver, spread and grade, and compact as specified in 401.03.07.D, 401.03.07.E, and 401.03.07.F, respectively, and according to the approved paving plan. Construct a test strip for the first 700 to 1,200 square yards placed for each job mix formula. If the paving lot area is less than 700 square yards, the District Local Aid Office may waive the coring requirements. While constructing the test strip, record the following information and submit to the RE:

H. Air Void Requirements

FOR LOCAL AID PROJECTS, THIS SUBSECTION IS REPLACED BY THE FOLLOWING.

Pavement lots are defined as approximately 15,000 square yards of pavement in Surface area. If pavement lot area is less than 5000 square yards, the District Local Aid Office may waive the air voids requirements.

The RE will designate an independent testing agency (Laboratory) to perform the quality assurance sampling, testing and analysis. The Laboratory is required to be accredited by the AASHTO Accreditation Program (www.amrl.net). The Laboratory's accreditation must include AASHTO T 166 and AASHTO T 209.

The Laboratory Technician who performs the quality assurance sampling shall be certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Plant Technologist, Level 2.

The Laboratory will determine air voids from 5 (Five) 6 inch diameter cores taken from each lot in random locations within the traveled way and at least one core in each travel lane. The HMA Core Sampling Plan form provided on the Local Aid Website must be utilized by the Laboratory to determine the random locations of the cores. The Laboratory may rerun the random location functions on the HMA Core Sampling Plan form to resolve any conflicts generated by the HMA Core Sampling Plan form and physical limitations of the HMA lot, such as utility conflicts, or the specifications defined herein. The Laboratory must disclose the contents of the HMA Core Sampling Plan with the Contractor to assist in the schedule of construction.

The Laboratory will determine air voids of cores from the values for the maximum specific gravity of the mix and the bulk specific gravity of the core. The Laboratory will determine the maximum specific gravity of the mix according to NJDOT B-3 and AASHTO T 209, except that minimum sample size may be waived in order to use a 6-inch diameter core sample. The Laboratory will determine the bulk specific gravity of the compacted mixture by testing each core according to AASHTO T 166.

The Laboratory will calculate the percent defective (PD) as the percentage of the lot outside the acceptable range of 2 percent air voids to 8 percent air voids. The acceptable quality limit is 15 percent defective. For lots in which PD > 15, the Department will assess a negative pay adjustment.

THIRD AVENUE IMPROVEMENTS. FROM POSSUMTOWN ROAD TO HANCOCK ROAD.

The Laboratory will use and submit <u>form DS8S-PD</u> provided from The Local Aid District Office and verify manually the PD calculation.

The Laboratory will calculate pay adjustments based on the following:

1. Sample Mean (\bar{X}) and Standard Deviation (S) of the N Test Results (X1, X2,..., XN).

$$\overline{X} = \frac{(X_1 + X_2 + \dots + X_N)}{N}$$

$$S = \sqrt{\frac{(X_1 - \overline{X})^2 + (X_2 - \overline{X})^2 + \dots + (X_N - \overline{X})^2}{N - 1}}$$

2. Quality Index (Q).

$$Q_{L} = \frac{(\overline{X} - 2.0)}{S}$$

$$Q_{U} = \frac{(8.0 - \overline{X})}{S}$$

- 3. **Percent Defective (PD).** Using NJDOT ST for the appropriate sample size, the Laboratory will determine PD_L and PD_U associated with Q_L and Q_U , respectively. $PD = PD_L + PD_U$
- **4. Reduction Per Lot.** Calculate the reduction per lot as specified in Table 401.03.07-3:

Table 401.03.07-3	

Reduction in Payment for Nonconformance to Air Void Requirements

Percent Defective (PD) Per Lot	Reduction Per Lot (%)
$0 < PD \le 15$	0
$15 < PD \le 30$	0.5
$30 < PD \le 35$	2
$35 < PD \le 40$	10
$40 < PD \le 45$	15
$45 < PD \le 50$	20
$50 < PD \le 60$	30

$60 < PD \le 75$	45
PD > 75	Remove & Replace

- **Outlier Detection.** If PD < 10, the Laboratory will not screen for outliers. If PD \geq 10, the Laboratory will screen acceptance cores for outliers using a statistically valid procedure. The following procedure applies only for a sample size of 5 or 10.
 - 1. The Laboratory will arrange the core results in ascending order, in which X_1 represents the smallest value and X_N represents the largest value.
 - 2. If X_N is suspected of being an outlier, the Laboratory will calculate:

$$R = \frac{X_{N} - X_{(N-1)}}{X_{N} - X_{1}}$$

3. If X_1 is suspected of being an outlier, the Laboratory will calculate:

$$R = \frac{X_2 - X_1}{X_N - X_1}$$

4. For N=5 if R>0.642, the value is judged to be statistically significant and the core is excluded.

For N = 10 if R > 0.412, the value is judged to be statistically significant and the core is excluded.

If an outlier is detected for N=5 and no retest is warranted, the Contractor may replace that core by taking an additional core at the same offset and within 5 feet of the original station. If an outlier is detected and a retest is justified, take a replacement core for the outlier at the same time as the 5 additional retest cores are taken. If the outlier replacement core is not taken within 15 days, the Laboratory will use the initial core results to determine reduction per lot.

If an outlier is detected for N = 10, the Contractor may replace that core by taking an additional core at the same offset and within 5 feet of the original station. If the outlier replacement core is not taken within 15 days, the Laboratory will use the initial core results to determine the reduction per lot.

- 6. Retest. If the initial series of 5 cores produces a percent defective value of PD ≥ 30 for mainline or ramp lots, or PD ≥ 50 for other pavement lots, the Contractor may elect to take an additional set of 5 cores at random locations chosen by the HMA Core Sampling Plan form. Take the additional cores within 15 days of receipt of the initial core results. If the additional cores are not taken within the 15 days, the Laboratory will use the initial core results to determine the PPA. If the additional cores are taken, the Laboratory will recalculate the reduction per lot using the combined results from the 10 cores.
- **7. Removal and Replacement.** If the final lot PD ≥ 75 (based on the combined set of 10 cores or 5 cores if the Contractor does not take additional cores), remove and replace the lot and all overlying work. The replacement work is subject to the same requirements as the initial work.

For shoulder lots, the Department will assess the calculated reduction per lot instead of removal and replacement. Fog seal the lot as specified in 422.03.01.

I. Thickness Requirements

PERFORM THE FOLLOWING FOR RESURFACING PROJECTS:

DELETE THIS SUBSECTION AND REPLACE THIS SUBSECTION'S CONTENTS WITH THE FOLLOWING: This subsection is deleted. In no instance will a compacted average thickness of less than 1.25 inches be acceptable.

PERFORM THE FOLLOWING FOR NEW CONSTRUCTION, COMPLETE RECONSTRUCTION OR WIDENINGS GREATER THAN EIGHT FEET

DELETE THIS SUBSECTION AND REPLACE THIS SUBSECTION'S CONTENTS WITH THE FOLLOWING:

Thickness requirements will apply when full-depth, uniform-thickness HMA pavement construction is shown.

Pavement lots are defined as approximately 15,000 square yards of pavement area. The Engineer will not include areas consisting of different HMA mixtures or thicknesses in the same lot. If thickness lot area is less than 5000 square yards, the District Local Aid Office may waive the thickness requirements.

The RE will designate an independent testing agency (Laboratory) to perform the quality assurance sampling, testing and analysis. The Laboratory is required to be accredited by the AASHTO Accreditation Program (www.amrl.net). The Laboratory's accreditation must include AASHTO T 166 and AASHTO T 209.

The Laboratory Technician who performs the quality assurance sampling shall be certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Plant Technologist, Level 2.

The Laboratory will test for thickness using the full-depth cores taken for surface course air voids, evaluated according to NJDOT B-4. The Laboratory will base acceptance on total thickness and thickness of the surface course.

Total Thickness. The Laboratory will calculate the percent defective (PD) as the percentage of the lot that is less than the design thickness. The Laboratory will consider 25 percent defective as the acceptable quality limit. For lots where PD < 25, the Department will award a positive pay adjustment. For lots where PD > 25, the Department will assess a negative pay adjustment.

The Department will base total thickness acceptance on the percentage of the lot estimated to fall below the specified thickness as follows

a. Sample Mean (\overline{X}) and Standard Deviation (S) of the N Test Results (X₁, X₂,..., X_N). Calculate as specified in 401.03.07.H.1.

$$\overline{X} = \frac{\left(X_{1} + X_{2} + \dots + X_{N}\right)}{N}$$

$$S = \sqrt{\frac{\left(X_{1} - \overline{X}\right)^{2} + \left(X_{2} - \overline{X}\right)^{2} + \dots + \left(X_{N} - \overline{X}\right)^{2}}{N - 1}}$$

b. Quality Index (Q_I)

$$Q_{L} = \frac{(\overline{X} - T_{des})}{S}$$

Where $T_{des} = design thickness$.

- **c. Percent Defective (PD).** Using NJDOT ST for the appropriate sample size, determine the percentage of material (PD) falling below the design thickness associated with Q_L (lower limit).
- **d. Reduction in Payment.** The Department will determine the reduction in payment based on the quantity of the surface course multiplied by the percent reduction in payment from Table 401.03.07-5.

Table 401.03.07-5 Reduction in Payment for Nonconformance to Requirements for Total Thickness

Percent Defective	Percent Reduction		
0 to 25.0	0		
25.1 to 30.0	2		
30.1 to 35.0	5		
35.1 to 40.0	10		
40.1 to 45.0	20		
Over 45.0	Remove & Replace		

- e. **Retest.** If the initial series of 5 cores produces a percent defective value of PD ≥ 30, the Contractor may elect to take an additional set of 5 cores at random locations chosen by the RE. Notify the RE within 15 days of receipt of the initial core results to take the additional cores. If the RE is not notified within the 15 days, the Laboratory will use the initial core results to determine the reduction in payment for nonconformance requirements. If the additional cores are taken, the ME will recalculate the reduction in payment for nonconformance requirements using the combined results from the 10 cores.
- f. **Removal and Replacement.** If the lot $PD \ge 45$, remove and replace, or mill and overlay, the lot. The replacement work is subject to the same requirements as the initial work.
- 2. Surface Course Thickness. The Laboratory will evaluate the surface course solely to determine whether a remove- and-replace or an overlay condition exists, not for pay adjustment. The Laboratory will calculate the percent defective (PD) as the percentage of the lot that is less than the allowable thickness for the nominal maximum aggregate used in the surface course. The Laboratory will accept pavement lots with $PD \le 30$ and will reject pavement lots with PD > 30.

The Laboratory will base surface thickness acceptance on the percentage of the lot estimated to fall below the allowable thickness as follows:

- a. Sample Mean (X) and Standard Deviation (S) of the N Test Results (X1, X2,..., XN). Calculate using the formula as specified in 401.03.03.I.1.
- **b.** Quality Index (Q).

 $Q_L = (\mathbf{X} - T_{all})/S$, where T_{all} is the minimum allowable thickness from Table 401.03.07-6.

Table 401.03.07-6 Surface	Table 401.03.07-6 Surface Course Thickness Requirements				
HMA Mix Design Size Designation	$\begin{array}{c} \textbf{Minimum Allowable Compacted Lift} \\ \textbf{Thickness } (T_{all}) \end{array}$				
4.75 MM	0.75 inch				
9.5 MM	1.00 inch				
12.5 MM	1.25 inches				
19 MM	2.00 inches				

- **Percent Defective.** Using NJDOT ST Statistical Tables (NJDOT Standard Specs for Roads and Bridges 2019-NJDOT TEST METHODS) for the appropriate sample size, determine the percentage of material (PD) falling below the allowable thickness associated with Q_L (lower limit).
- **d. Retest.** If the initial series of 5 cores produces a percent defective value of PD > 30, the Contractor may take an additional 5 cores at random locations determined by the Laboratory. Notify the RE within 15 days of receipt of the initial core results to take the additional cores. If the RE is not notified within the 15 days, the Laboratory will use the initial core results to determine the PPA. When the additional cores are taken, the Laboratory will recalculate the reduction in payment for nonconformance requirements using the combined results from the 10 cores to obtain the total PD.
- e. Removal and Replacement. If the surface course fails to meet the acceptance requirement with a PD ≤ 45, the Department will require removal and replacement of the lot. The replacement work is subject to the same requirements as the initial work.

J. Ride Quality Requirements.

REPLACE THIS SUBSECTION WITH THE FOLLOWING:

The Department will evaluate the ride quality of the final riding surface of all constructed pavement on the project, for routes designated as National Highway System (NHS) and routes under NJDOT jurisdiction, using the International Roughness Index (IRI) according to ASTM E 1926. All NHS roadways are listed on the Department's website here. The Department may evaluate ride quality of other routes not designated as NHS or under NJDOT jurisdiction. The final riding surface is defined as the last lift of the pavement structure where traffic will be allowed. The pavement will be evaluated using the current average IRI (C) to select the target IRI (T) from Table 401.03.07-8. The current average IRI (C) is defined as the preconstruction ride quality measured not more than two years from the start of the project pavement construction.

The RE will designate an independent testing agency to perform the ride quality testing and analysis. The testing agency is required to comply with testing and certification requirements according to NJDOT R-1. If the current average IRI (C) is not available, then the testing agency will test, analyze and report ride quality before pavement construction to measure current average IRI (C).

For projects paving routes designated NHS or NJDOT jurisdiction on mainline travel lanes equal to or greater than 2,500 feet length and any lane within the project of at least 1,000 feet length, the Department will evaluate the ride quality of the final riding surface of the mainline travel lanes using IRI. The Department will use the measured IRI to calculate the pay adjustment (PA) using pay adjustment equation (PAE) type PA1 as specified in Table 401.03.07-7. PA will be based on lots of 0.01 mile length. The PA will be zero for acceptable quality and negative for inferior quality work.

For projects paving routes designated NHS or NJDOT jurisdiction on mainline travel lanes of less than 2,500 feet length, the RE will visually inspect the final riding surface. Based on visual inspection, if the RE determines that the

work may not conform to the ride quality requirements, then the Department will evaluate the ride quality of the final riding surface using IRI. Visual inspection by the RE is considered sufficient grounds for such evaluation. The Department will use the measured IRI to calculate the PA using pay equation type PA1 as specified in Table 401.03.07-7.

For paving on ramps and shoulders, the RE will visually inspect the final riding surface. Based on visual inspection, if the RE determines that the work may not conform to the ride quality requirements, then the Department will evaluate the ride quality of the final riding surface using IRI. Visual inspection by the RE is considered sufficient grounds for such evaluation. The Department will use the measured IRI to calculate the pay adjustment using pay equation type PA2 as specified in Table 401.03.07-7.

When paving over bridge structures on NHS or NJDOT jurisdiction roadways, the Department will use the measured IRI to calculate the pay adjustment using pay equation type PA3 as specified in Table 401.03.07-7.

For paving on Local roadways other than NHS and NJDOT jurisdiction on mainline travel lanes equal to or greater than 2,500 feet length and any lane within the project of at least 1,000 feet length, the Department may evaluate the ride quality of the final riding surface of the mainline travel lanes using IRI. Local roadways are defined as municipal and county roads that are not designated as part of the NHS. The Department will use the measured IRI to calculate the pay adjustment (PA) using pay adjustment equation (PAE) type PA4 as specified in Table 401.03.07-7.

- 1. Smoothness Measurement. The Department will test the longitudinal profile of the final riding surface for ride quality with a Class 1 Inertial Profiling System according to NJDOT R-1. If project conditions preclude the use of the Class 1 Inertial Profiling System, the Department will use a Class 1 Walking Profiler or lightweight profiler.
- **Quality Control Testing.** Perform quality control testing during lift placement to ensure compliance with the ride quality requirements specified in Table 401.03.07-8.
- 3. **Preparation for IRI Testing.** Notify the RE when all paving is complete and the RE will request IRI testing by independent testing agency. Provide traffic control when the independent testing agency performs IRI testing. Perform mechanical sweeping of the surface before IRI testing. To facilitate auto triggering on laser profilers, place a single line of temporary pavement marking tape perpendicular to the roadway baseline at the beginning and end of each lane, shoulder, and ramp to be tested or as per direction of the independent testing agency. Submit the actual stationing for each temporary pavement marking tape location to the RE.
- **4. Quality Acceptance.** The Department will determine acceptance and provide PA based on the following:
 - **a. Pay Adjustment.** The acceptable IRI for the roadway pavement will be the target IRI (T) from Table 401.03.07-8 rounded to the nearest whole number for which full payment will be made and will be determined using the latest available current average IRI (C) data. The number of lots for final pay adjustment will be reduced by the number of lots excluded for each segment shown in Table 401.03.07-7. Lots excluded from final PA will be those with the highest recorded IRI numbers for respective roadway and bridge deck segments. A single average IRI value and the corresponding PA for each 0.01 mile lot will be reported. IRI units are in inches per mile.

Table 401.03.07-7 Pay Adjustment Equations (PAE) for Ride Quality					
Pay Equation Type	Exclusions	Pay Equations			
	Special Provisions	IRI <t< td=""><td>PA1=0²</td></t<>	PA1=0 ²		
PA1		T≤IRI≤170	PA1=PAE		
		IRI>170	PA1= -A or Corrective action		
	Will include, if tested	IRI ≤ 120	$PA2 = 0^2$		
PA2		120 < IRI ≤ 170	$PA2 = (IRI - 120) \times (-\$5.00)$		
		IRI>170	Maximum Negative Pay or Corrective action		
PA3	Will include, if tested	IRI≤120	PA3=0 ²		

		120 <iri≤170< th=""><th>PA3=PAE</th></iri≤170<>	PA3=PAE
		IRI>170	PA3= -A or Corrective action
PA4 Will include, if to		$IRI \leq T$	PA4=0 ²
	Will include, if tested	$T < IRI \le T+80$ or 170 whichever is higher	$PA4 = (IRI - T) \times (-\$1.25)$
		IRI>T+80 or 170 whichever is higher	Maximum Negative Pay or Corrective action

$$PAE = \frac{A}{-37.75347 \times \log_e(T) + 194.87} - \frac{A}{-37.75347 \times \log_e(IRI) + 194.87}$$

$$A = 1267.2 \left[\frac{M}{9} + \frac{PD}{150} \right]$$

- P = Bid price of last lift of the pavement structure to be evaluated or price listed in table 401.03.07-7B, whichever is higher, per Ton
- D^1 = Design thickness of last lift to be evaluated, Inch
- M = Bid price of Milling, per Square Yard
- T = Target IRI
- For various design thicknesses of last lift to be evaluated within a segment, calculate the thickness using the following equation:

Design thickness of last lift to be evaluated (D) =
$$\frac{D_1N_1 + D_2N_2 + \cdots + D_NN_N}{N_1 + N_2 + N_3 + \cdots + N_N}$$

Where:

D_N = Design thickness of the last lift to be evaluated of N sections having same mix, Inch

 N_N = Number of lots of N section with design thickness D_N of last lift to be evaluated

Positive pay adjustment will be used to offset negative pay adjustment. Total pay adjustment will not be greater than zero.

SME Contact

Pavement and Drainage Management and Technology

Table 401.03.07-7B Minimum Value of P				
Surface Course Mix	P			
Hot Mix Asphalt (Dense Graded) with PG 64-22 binder	\$60.00			
Hot Mix Asphalt (Dense Graded) with PG 64E-22 binder	\$70.00			
Stone Matrix Asphalt, High Performance Thin Overlay, Ultra-Thin Friction Course, Open Graded or Gap Graded Mixes not specified in this table	\$80.00			
Bridge Deck Waterproof Surface Course	\$250.00			

Т	Table 401.03.07-8 Target IRI for Resurfacing or Reconstruction (T) ³						
Decidence Terre	Current average IRI (C)	New Construction or Reconstruction	Number of Operation for other than New Construction or Reconstruction ⁵				
Roadway Type			One ⁴	Two ⁴	Three ⁴	Four or More ⁴	
	Target IRI (T)						
	≤ 60	50	50	50	50	50	
	61 to ≤95		53	50	50	50	

NHS & NJDOT	96 to ≤170		55	53	50	50
	171 to≤200			55	53	50
Freeways or Limited Access Highways	201 to ≤285		$0.64C^{7}$	58	55	50
	>2868			60	58	53
	≤ 60		60	60	60	60
NHS & NJDOT	61 to ≤95		63	60	60	60
Roadways other than	96 to ≤170	60	66	63	60	60
Freeways or Limited Access Highways with	171 to≤200	60		66	63	60
speed limit > 35 MPH	201 to ≤285		$0.64C^{7}$	69	66	60
	>2868			72	69	63
	≤ 60		70	70	70	70
NHS & NJDOT	61 to ≤95	70	74	70	70	70
Roadways other than	96 to ≤170		77	74	70	70
Freeways or Limited Access Highways with	171 to≤200			77	74	70
speed limit ≤ 35 MPH	201 to ≤285		$0.64C^{7}$	81	77	70
	>2868			84	81	74
Local Roadway with Posted Speed ≥45 MPH	С	80	0.7C or 80 whichever is higher	0.49C or 80 whichever is higher	0.34C or 80 whichever is higher	0.24C or 80 whichever is higher
Local Roadway with Posted Speed <45 MPH	С	100	0.84C or 100 whichever is higher	0.59C or 100 whichever is higher	0.41C or 100 whichever is higher	0.29C or 100 whichever is higher

1. The Department will determine target IRI (T) of roadways containing multiple speed limits of greater than 35 MPH and less than or equal to 35 MPH based on the following equation:

Target IRI of a roadway consists of N Roadway type (T) =
$$\frac{T_1L_1 + T_2L_2 + \cdots ... T_NL_N}{L_{1+}L_{2+}L_{3+}....L_N}$$

Where T_N is the Target IRI of N section and L_N is the length of N section in miles to the nearest 0.01 mile

- 2. Current average IRI (C) is the average of the latest available preconstruction IRI data.
- 3. The target IRI (T) is selected or calculated from the table and rounded to the nearest whole number.
- 4. Multiply T with 1.05 for HMA over Concrete, if total HMA after proposed treatment is less than 8 inch thick.
- 5. Milling is one operation. Paving each layer of asphalt mix is an individual operation unless plans specify paving a mix in two lifts. In such case, each lift is considered as an operation.
- 6. Construction or reconstruction of full pavement box on subgrade is new construction or reconstruction.
- 7. Use Pay Equation as below:

- 8. For paving over rubblized concrete, use C >286 to determine target IRI, then multiply T with 1.05 if total HMA after proposed treatment is less than 8-inch thick.
- 9 Paving in one lift with no corrective work such as milling, grinding or pre-levelling of at least 25 percent of surface area of existing pavement is one operation.
- **b.** Corrective Action. The Department may require corrective action or assess the maximum negative pay adjustment as computed in Table 401.03.07-7, if the average IRI after testing is performed of NHS or NJDOT jurisdiction roadway is greater than 170 inches per mile, or average IRI local roadway is greater than T+80 or 170 whichever is higher. If the Department requires corrective action submit a plan for corrective action. If the plan for corrective action is approved and the lot is corrected, the Department will

retest and evaluate the corrected area as a new lot that must meet the same requirements as the initial work. If the plan for corrective action is not approved, the Department may require removal and replacement. The replacement work is subject to the same requirements as the initial work.

401.03.08 Core Samples

REPLACE THIS SUBSECTION WITH THE FOLLOWING:

The RE will designate an independent testing agency (Laboratory) to perform the quality assurance sampling, testing and analysis. The Laboratory is required to be accredited by the AASHTO Accreditation Program (www.amrl.net). The Laboratory's accreditation must include AASHTO T 166 and AASHTO T 209. The Laboratory Technician who performs the quality assurance sampling shall be certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Plant Technologist, Level 2.

Upon completion of an HMA lot, the Laboratory shall drill cores at random locations at least 12 hours after paving. Take cores in the presence of the RE. The Laboratory will determine air voids from 5 (Five) 6 inch diameter cores taken from each lot in random locations within the traveled way and at least one core in each travel lane. The HMA Core Sampling Plan form provided on the Local Aid Website must be utilized by the Laboratory to determine the random locations of the cores. The Laboratory may rerun the random location functions on the HMA Core Sampling Plan form to resolve any conflicts generated by the HMA Core Sampling Plan form and physical limitations of the HMA lot, such as utility conflicts, or the specifications defined herein. The Laboratory must disclose the contents of the HMA Core Sampling Plan with the Contractor to assist in the schedule of construction.

The Laboratory shall use drilling equipment with a water-cooled, diamond-tipped masonry drill bit that produces 6 inch nominal diameter cores for the full depth of the pavement. The Laboratory shall remove the core from the pavement without damaging it. After the Laboratory removes the core, the Laboratory shall remove all water from the hole. The Laboratory shall apply an even coating of tack coat to sides of the hole. The Laboratory shall place cold patching material or HMA in maximum lifts of 4 inches in the hole and compact each lift. If cold patching material is utilized to fill the coring hole, then it is not necessary to apply tack coat to the sides of the hole. The Laboratory shall ensure that the final surface is 1/4 inch above the surrounding pavement surface.

For test strip lots and the first traveled way lot, the Laboratory shall deliver cores from the field to the testing Laboratory within 48 hours of completing the lot. The Laboratory shall deliver all other acceptance cores within 7 days of completing the lot.

After each air void lot is placed, the Laboratory shall drill cores so that the full depth of the course is recovered for air void acceptance testing. If thickness acceptance testing is required as specified in 401.03.07.I, the Laboratory shall drill the surface course air void cores for the full depth of pavement.

At least 24 hours prior to coring, the Laboratory shall provide a tamper proof core sample box for the RE's inspection and approval. The Laboratory shall ensure that the core sample box can be locked and sealed and is tamper proof in such a manner that it cannot be opened without removing the seals. The Laboratory shall ensure that the core sample box provides protection for the cores from being disturbed or damaged during transit. The Laboratory shall mark the assigned core number on the side of the sample. The Laboratory shall place core samples in the core sample box. The Laboratory shall transport the sealed core sample boxes to the testing Laboratory. The RE at his discretion may decide to deliver the core samples as indicated above.

The Laboratory will not accept damaged core samples for testing. If the core sample box exhibits indications of tampering, the core samples will be rejected. If any core samples are rejected, drill a replacement core at the same offset and within 5 feet of the original station and deliver to the Laboratory as specified above within 48 hours.

If the Contractor is utilizing quality control cores, the Laboratory shall provide the results of the quality control core testing to the Contractor in a timely manner which will not unnecessarily impede construction.

The Department will not make payment for quality control cores or additional cores for retest under CORE SAMPLES, HOT MIX ASPHALT

SECTION 403 – ULTRA-THIN FRICTION COURSE

403.03.01 Ultra-Thin Friction Course

REPLACE THE FIRST PARAGRAPH OF SECTION 401.03.01.F WITH THE FOLLOWING:

Test Strip. Construct a test strip for the first 700 to 1,200 square yards placed of ultra-thin friction course. If the ultra-thin friction course paving lot area is less than 700 square yards, the Regional District Local Aid Office may waive the coring requirement. Operate spray paver without mix to determine tack coat application rate for the project. Ensure that the polymer modified tack coat has been placed as specified in 401.03.05. Transport and deliver, spread and grade, and compact as specified in 403.03.01.D, 403.03.01.E, and 403.03.01.F, respectively, and according to the approved paving plan. While constructing the test strip, record the following information and submit to the RE:

DIVISION 600 – MISCELLANEOUS CONSTRUCTION

SECTION 601 PIPE

601.04 Measurement And Payment

REVISE THE SECOND PARAGRAPH TO:

When the RE directs undercutting of unstable material in a pipe trench, the Department will make payment for the additional excavation. The Department will also make payment, for the additional bedding if there is not an excess of excavation available.

SECTION 606 SIDEWALKS, DRIVEWAYS, AND ISLANDS

606.04 Measurement And Payment

REVISE THE SECOND PARAGRAPH TO:

When the RE directs undercutting of unstable material in the excavation area, the Department will make payment, for the additional excavation. The Department will also make payment, for the additional bedding if there is not an excess of excavation available.

DIVISION 900 – MATERIALS

SECTION 902 – CONCRETE

902.02.03 Mix Design

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

Unless otherwise approved by the engineer, only one source of supply for hot mix asphalt surface course may be used on the project.

902.02.04 Sampling and Testing

THE FOLLOWING SUBSECTION IS ADDED:

E. Acceptance of HMA. The Department may accept the HMA as specified in 902.02.04.A through 902-02.04.E by employing staff or an independent testing agency at the HMA plant during production. The inspector who performs the quality assurance sampling shall be certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Plant Technologist, Level 2. Form "DS-8 HMA Testing Summary Report – State Aid" provided on the Local Aid Website must be utilized by the Laboratory report their findings.

Alternatively, the Department may accept the HMA by Certification of Compliance according to 106.07.

ATTACHMENTS

STATE FUNDED PROJECT ATTACHMENT 1

SMALL BUSINESS ENTERPRISE UTILIZATION ON WHOLLY STATE FUNDED PROJECTS

- A. Utilization of Small Business Enterprises Businesses as Subcontractors, Transaction Expeditors, Regular Dealers, Manufacturers and Truckers. The Department advises the Contractor and subcontractor that failure to carry out the requirements set forth in this attachment constitutes a material breach of Contract and, after notification to the applicable State agency, may result in termination of the agreement or Contract by the Department or such remedy as the Department deems appropriate. Requirements set forth in this section shall also be physically included in all subcontract agreements in accordance with State of New Jersey requirements.
- **B. Policy.** It is the policy of the Department that Small Business Enterprises (SBE), as defined in N.J.A.C. 12A: 10A-1.2 et seq., and N.J.A.C. 17:14-1.2 et seq., shall have the maximum opportunity to participate in the performance of contracts financed wholly with State funds. In this regard, the Department and all Contractors shall take all necessary and reasonable steps to ensure that registered Small Business Enterprises are utilized on, compete for, and perform on NJDOT construction contracts.

C. Definitions

1. Small Business Enterprise. A businesses which has its principal place of business in the State of New Jersey; is independently owned and operated; has no more than 100 full-time employees; has gross revenues that do not exceed the applicable Federal revenue standards referenced at N.J.A.C. 17:14-2.1; and satisfies any additional eligibility standards under this chapter.

Small businesses with no more than 100 full-time employees will be registered in one of the following three categories:

- a. Small business with gross revenues that do not exceed \$3 million.
- b. Small businesses with gross revenues that do not exceed 50 percent of the applicable annual revenue standards set forth in federal regulation at 13 CFR 121.201, incorporated herein by reference, and as may be adjusted periodically.
- c. Small business with gross revenues that do not exceed the applicable annual revenue standards set forth in federal regulation at 13 CFR 121.201, incorporated herein by reference, as may be adjusted periodically.

The business must be independently owned and operated, with management being responsible for both its daily and long-term operation, as well as owning at least 51 percent interest in the business.

Businesses must be incorporated or registered with the Division of Revenue & Enterprise Services to do business in the State and have its principal place of business in New Jersey, defined when:

- a. 51 percent or more of its employees work in New Jersey supported by paid New Jersey unemployment taxes or;
- b. 51 percent or more of its business operations/activities occur in New Jersey supported by income and/or business tax returns.
- c. The business must be a sole proprietorship, partnership, limited liability company or corporation with 100 or fewer employees in full-time positions, not including:
 - 1. Seasonal and part-time employees employed for less than 90 days, if seasonal and casual part-time employment are common to that industry and
 - Consultants employed under contracts for which the business wants to be eligible as a small business.
- 2. Commercially Useful Function (CUF). A SBE performs a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibility by actually performing, managing and supervising the work involved. To perform a commercially useful function, the SBE must also be responsible, with respect to materials and

- supplies used on the contract, for preparing the estimate, negotiating price, determining quality and quantity, ordering the material, arranging delivery, installing (where applicable), and paying for the material and supplies itself for the project.
- Transaction expeditor (broker). A SBE who arranges or expedites transactions and who arranges for material drop shipments.
- **4. SBE regular dealers.** A firm that must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. In addition, a regular dealer must own, operate or maintain a store, warehouse, or other establishment in which the materials, supplies, articles or equipment required under this Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
- **5. SBE manufacturer.** A firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required for the Contract.
- 6. Good faith effort (GFE). Efforts to achieve a SBE goal or other requirement of N.J.A.C. 12A: 10A-1.2 et seq., and N.J.A.C. 17:14-1.2 et seq., which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Efforts to include firms not certified as SBEs in the state where the contract is being let are consequently not good faith efforts to meet a SBE contract goal.
- D. Compliance. The Contractor is responsible for compliance as specified in Section 105.
- **E** Contractor SBE Goal Obligations. Ensure that SBEs have an equal opportunity to receive and participate in contracts and subcontracts financed in whole with State funds in performing work with the Department. Take all necessary and reasonable steps in accordance with the Contract to ensure that SBEs are given equal opportunity to compete for and to perform on the Department's wholly State funded projects. Do not discriminate in the award and performance of any Contract obligation including, but not limited to, performance of obligations on wholly State funded contracts, as specified in Section 107.
 - 1. Post Award Obligations
 - a. Give SBEs equal consideration with non-small business firms in negotiation for any subcontracts, purchase orders or leases.
 - b. Attempt to obtain qualified SBEs to perform the work. A directory of registered Small Businesses Enterprise firms can be found in the New Jersey Selective Assistance Vendor Information (NJSAVI) database online at: https://www20.state.nj.us/TYTR_SAVI/vendorSearch.jsp
 - 2. Affirmative Action After Award of the Contract
 - **a. Subletting.** If at any time following the award of the Contract, the Contractor intends to sublet any portion(s) of the work under said Contract, or intends to purchase material or lease equipment not contemplated during preparation of bids, take affirmative action:
 - (1) Notify the RE, in writing, of the type and approximate value of the work which the Contractor intends to accomplish by such subcontract, purchase order or lease.
 - (2) Submit the Post-Award SBE Certification Form to the Regional Supervising Engineer with the application to sublet, or prior to purchasing material or leasing equipment. Obtain Post Award SBE Certification forms from the RE.
 - (3) Efforts made to identify and retain a SBE as a replacement subcontractor, lower tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer or trucker when the arrangements with the original SBE prove unsuccessful, shall be followed as specified for SBE subcontractors in Section 108. Work in the category concerned shall not begin until such approval is granted in writing by the Department.
 - (4) Notification of a SBE subcontractor's termination will be the same as for SBE subcontractors, specified in Section 108. Send notice in writing to the Department through the RE, with a copy to DCR/AA. Said termination notice will include the firm's ethnic classification, whether the firm is a SBE and the detailed reason(s) for termination.
 - b. Selection and Retention of Subcontractors. Do not discriminate in the selection and retention of subcontractors, including procurement of materials and leases of equipment as specified in

- 108.01. Provide the RE with a listing of firms, organizations or enterprises solicited and those utilized as subcontractors on the proposed project. Such listing shall clearly delineate which firms are classified as SBEs. Provide the RE with subcontract agreements for all subcontractors performing work on the Contract as specified in Section 108.
- (1) Efforts made to identify and retain a SBE as a replacement subcontractor, lower tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer or trucker when the arrangements with the original SBE prove unsuccessful, shall be the same as for SBE subcontractors and submitted as specified in Section 108. Work in the category concerned shall not begin until such approval is granted in writing by the Department.
- (2) Notification of a SBE firm's termination will be as specified in Subsection 108.01. Send notice in writing to the Department through the RE. Said termination notice will include the firm's ethnic classification, whether the firm is a SBE and the detailed reason(s) for termination.
- c. Meeting Contract SBE Goal. Report attainment toward meeting the Contract SBE goal by submitting monthly, all SBE participation, to the Department's RE and DCR/AA Contract Compliance Unit using the CR-267 Monthly Report of Utilization of DBE/ESBE or SBE form. The form is due by the 5th of the month, and must list all SBEs used on the Contract to meet the Contract goal, the specific Contract work items each SBE is performing, whether the SBE is performing full or partial work on the items, and the amount paid to each SBE each month. Failure to report the information, and accurately report it may result in payment being delayed or withheld as specified in Section 105, assessing sanctions, or termination of the Contract as specified in Section 108.
- Termination, Substitution or Replacement of SBEs. Make good faith efforts to replace a SBE that is terminated or has otherwise failed to complete its work on the Contract with another registered SBE, to the extent needed to meet the Contract SBE goal. Notify the DCR/AA immediately of the SBE's inability or unwillingness to perform and provide reasonable documented evidence. Prior to termination, substitution or replacement of a SBE subcontractor, lower-tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer or trucker, submit a Revised CR-266 - Schedule of DBE.ESBE/SBE Participation form to the Department naming the replacement SBE firm(s), type of work performed, specific Contract work items, whether the SBE is performing full or partial work on the items, dollar value and percent of total Contract for each SBE firm. Submit detailed written explanation of why each change is being made, including documented evidence of good faith effort(s) with the submission of the revised Form CR- 266. Submit along with the revised CR-266: 1) a completed Confirmation of SBE Firm (Form CR-273) to demonstrate direct written confirmation from each SBE firm participating on the Contract, confirming the kind and amount of work that was provided on the Contractor's CR-266, and if applicable; 2) a completed SBE Regular Dealer/Supplier Verification (Form CR-272) for all SBE Regular Dealers/Suppliers listed on the revised CR-266; and if applicable, 3) a completed SBE Trucking Verification (Form CR-274) for all SBE truckers listed on the revised CR-266 form. The Contractor is not permitted to complete any portion of the CR-273, CR-272 or CR-274 forms. Termination, substitution or replacement of SBEs shall be made as specified in Section 108. Termination or replacement of SBE cannot be made without prior written approval of the Department as per 108.01.
- e. Submission of Good Faith Effort Documentation. If the Contractor is unable to meet the Contract goal for SBE participation, submit to the DCR/AA for review and approval, documented evidence of good faith efforts along with the monthly CR-267 form. This submission must include written details addressing each of the good faith efforts outlined in the Contract. Submittal of such information does not imply DCR/AA approval.
- **F. SBE Goals for this Contract.** This Contract includes a goal of awarding ______ percentage of the Total Contract Price to subcontractors qualifying as SBEs.

NOTE: SUBCONTRACTING GOALS ARE NOT APPLICABLE IF THE PRIME CONTRACTOR IS A REGISTERED SMALL BUSINESS ENTERPRISE (SBE) FIRM.

The Department's DCR/AA has sole authority to determine whether the Contractor met the Contract goal or made adequate good faith efforts to do so. If the DCR/AA determines that the Contractor has failed to meet the Contract SBE goal or made adequate good faith efforts to do so, the Department will follow Section 105.

G. Counting SBE Participation.

- 1. Each SBE is subject to a registration procedure to ensure its SBE eligibility status prior to the award of Contract. All SBEs working on the Contract must be registered SBEs. Only Small Business Enterprises registered prior to the date of bid, or prospective Small Business Enterprises that have submitted to the New Jersey Commerce and Economic Growth Commission on or before the day of bid, a completed "State of New Jersey Small Business Vendor Registration Form" and all the required support documentation, will be considered in determining whether the Contractor has met the established Contract SBE goal. Early submission of required documentation is encouraged.
- The Department determines the percentage of SBE participation that will be counted toward the Contract SBE goal. Once a firm is determined to be a bona fide SBE by the New Jersey Commerce and Growth Commission, the total dollar value of the contract awarded to the SBE is counted toward the applicable goal.
- The Contractor will count SBE participation toward the Contract SBE goal only the value of the work actually performed by a SBE when that SBE performs a commercially useful function in the work of a contract as per Section H of this Special Provision Attachment.
- 4. If a Contractor is part of a Joint Venture and one or more of the Sole Proprietorships, Partnerships, Limited Liability companies or Corporations comprising the Joint Venture is a registered SBE, the actual payments made to the Joint Venture for work performed by the SBE member, will be applied toward the Contract SBE goal. Payments made to the Joint Venture for work performed by a non-small business firm will not be applied toward the Contract SBE goal.
- 5. If the Contractor is a registered SBE, payments made to the Contractor for work that the Contractor is registered to perform, and performed by the Contractor will be applied toward the Contract SBE goal. Payments made to the Contractor for work performed by non-SBEs will not be applied toward the Contract SBE goal.
- 6. When a SBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted towards the SBE goal only if the subcontractor itself is a SBE. Work that a SBE subcontracts to a non-SBE firm does not count toward the Contract SBE goal.

H. Commercially Useful Function

- 1. Performance of Work. The SBE must perform the work with their own permanent employees, or employees recruited through traditional recruitment and/or employment centers. SBEs must employ and control their own workforce, and cannot share employees with the Contractor, other subcontractors on the present project, or the renter-lessor of equipment being used on the present project. The SBE firm must be responsible for all payroll and labor compliance requirements for all of their employees performing work on the Contract. Direct or indirect payments by any other contractor are not allowed.
- 2. Managing Work. The SBE must manage the work themselves including the scheduling of work operations, ordering of equipment and materials, hiring/firing of employees, including supervisory employees, and preparing and submitting certified payrolls. The SBE must supervise their portion of daily work operations of the project. With respect to materials and supplies used on the Contract, the SBE must be responsible for preparing the estimate, negotiating price, determining quantity and quality, ordering the material, arranging delivery, installing, (where applicable), and paying for the material and supplies for the project.
- Responsibility of Work. A SBE must perform or exercise responsibility for at least 30 percent of the
 total cost of its contract with its own workforce. The SBE must not subcontract a greater portion of
 the work of a contract than would be expected on the basis of normal industry practice for the type of
 work involved.
- **4. Equipment of SBE.** The SBE must perform the work stated in the subcontract with their own equipment, whether owned or leased and operated on a long term agreement, not an ad hoc or

contract by contract agreement. The equipment must be owned by the SBE firm, or leased/rented from traditional equipment lease/rental sources. The equipment will not belong to the Contractor, any other subcontractor or lower tier subcontractors on the current project, or supplier of materials being installed by the SBE firm.

- 5. Lease of Equipment. A SBE firm may lease specialized equipment from a contractor, but not from the Contractor, if it is consistent with normal industry practices and at rates competitive for the area. Rental agreements must be for short periods of time, specify the terms of the agreement and involve specialty equipment to be used at the job site. The lease may allow the operator to remain on the lessor's payroll, if it is the generally accepted industry practice but the operation of the equipment must be subject to full control by the SBE. The SBE shall provide the operator for non-specialized equipment and is responsible for all payroll and labor compliance requirements. A separate lease agreement is required.
- 6. SBE Trucking. SBE trucking companies must perform a commercially useful function. Contrived arrangements for the purpose of meeting SBE goals will not be allowed. The SBE must be responsible for the management and supervision of the entire trucking operation on a contract-by-contract basis, and must own and operate at least one fully, licensed, insured and operational truck used on the Contract.

The SBE trucking firm is not permitted to obtain trucks from the Contractor to perform work on the project. The SBE may lease trucks from a subcontractor working on the project, provided the trucks are obtained from the subcontractor prior to the project letting. Bona fide lease agreements must be for the length of time needed by the SBE on the Contract and signed by both the SBE and the firm(s), either certified SBE or non-SBE, from which the trucks will be leased. Leases must indicate that the SBE has exclusive use and control over the truck. All leased trucks must display the name and USDOT identification number issued for interstate commerce, of the SBE firm, on the outside of the truck. SBE firms are expected to use the same trucks for SBE credit on all projects so use of leased vehicles on a project-by-project basis is not permitted.

The Contractor shall have signed Hiring Agreements. Submit copies of these signed Hiring Agreements, and copies of all signed lease agreements to the RE prior to the trucking firm's commencing work on the project. Prior to the SBE trucking firm beginning work on the Contract, SBE Trucking firms will be required to complete the SBE Trucking Verification (Form CR-274). The SBE and Contractor must sign the form and the Contractor submit the original CR-274 form directly to the Department's RE, with a copy submitted to the DCR/AA. The Contractor is not permitted to complete any portion of the CR-274 form. The Contractor must prepare, sign and submit along with the CR-267 – Monthly Report of Utilization of DBE/ESBE or SBE form, a Monthly Trucking Verification form (CR-271), identifying each truck owner, SBE Certification number, company name and address, truck number, and commission or amount paid for all SBE and non-SBE truckers performing work on the project. Also, submit the form to the Department as per Section E of this Special Provision for the DCR/AA's review, approval and determination of credit toward the Contract goal. Failure to submit the forms may result in denial or limit of credit toward the Contract SBE goal, payment being delayed or withheld as specified in Section 105, assessing sanctions or termination of the Contract as specified in Section 108.

- 7. SBE Regular Dealers. SBE regular dealers must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. In addition, a regular dealer must own, operate or maintain a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under this Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
- 8. SBE Manufacturers. SBE manufacturers must be a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required for this Contract.

- **9.** The Contractor shall not use a SBE solely for the purpose of acting as an extra participant in a transaction, a contract or the Contract through which funds are passed in order to obtain the appearance of SBE participation.
- I. Good Faith Effort. To demonstrate good faith efforts to meet the Contract SBE goal, a Contractor shall, on an ongoing basis, adequately document the steps it takes to obtain SBE participation, including but not limited to the following:
 - 1. Conducting market research to identify qualified potential small business subcontractors and suppliers and soliciting through all reasonable and available means, the interest of registered SBEs that have the capability to perform the work of the Contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all registered SBEs listed in the New Jersey Selective Assistance Vendor Information (NJSAVI) database that specialize in the areas of work desired (as noted in SAVI) and which are located in the area or surrounding areas of the project.
 - Solicit this interest as early in the acquisition process as practicable to allow the SBEs to respond to the solicitation and submit a timely offer for the subcontract. Determine with certainty if the SBEs are interested by taking appropriate steps to follow up initial solicitations.
 - Request a listing of small businesses from the New Jersey Department of the Treasury, Division of Property Management and Construction if none are known to the Contractor
 - 2. Selecting portions of the work to be performed by SBEs in order to increase the likelihood that the SBE goals will be achieved. This includes, where appropriate, breaking out Contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate SBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates SBE participation.
 - 3. Providing all potential SBE subcontractors with detailed information about the plans, specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract. Attempt to contact all potential subcontractors on the same day and use similar methods to contact them.
 - 4. Negotiating in good faith with interested SBEs. Make a portion of the work available to SBE subcontractors and suppliers and select those portions of the work or material needs consistent with the available SBE subcontractors and suppliers, so as to facilitate SBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of SBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for SBEs to perform the work.
 - Consider a number of factors in negotiating with subcontractors, including SBE subcontractors. Take a firm's price and capabilities as well as Contract goals into consideration. The fact that there may be some additional costs involved in finding and using SBEs is not in itself sufficient reason for failure to meet the Contract SBE goal, as long as such costs are reasonable. The ability or desire of a Contractor to perform the work of a Contract with its own organization does not relieve the responsibility to make good faith efforts. Contractors are not, however, required to accept higher quotes from SBEs if the price difference is excessive or unreasonable.
 - 5. Not rejecting SBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the Contract SBE goal. Another practice considered an insufficient good faith effort is the rejection of the SBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the Bidder to accept unreasonable quotes in order to satisfy the Contract SBE goal.

Inability to find a replacement SBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original SBE. The fact that the Contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the Contractor of the obligation to make good faith efforts to find a replacement SBE, and it is not a sound basis for rejecting a prospective replacement SBE's reasonable quote. Attempt, wherever possible, to negotiate prices with potential subcontractors which submitted higher than acceptable price quotes.

Keep a record of efforts, including the names of businesses contacted and the means and results of such contacts.

- 6. Making efforts to assist interested SBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- Making efforts to assist interested SBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

If the Contractor fails to meet the Contract SBE goal, they must submit documented evidence of good faith effort(s) to meet the goal with the CR-268 final SBE Report to the DCR/AA for review and approval. Submittal of such information does not imply DCR/AA approval. The Department's DCR/AA has sole authority to determine whether the Contractor met the Contract SBE goal or made adequate good faith efforts to do so. If the DCR/AA determines that the Contractor has failed to meet the Contract SBE goal or made adequate good faith effort to do so, the Department will follow Section 105.

J. Submission of Affirmative Action Program

Contractors, subcontractors, and professional service firms performing work for the Department are required to submit their company's Affirmative Action Program annually to the DCR/AA. Contractors must have an **approved** Affirmative Action Program on file in the DCR/AA no later than seven (7) State business days after the date of bid opening. No recommendations to award will be made without an approved Affirmative Action Program on file in the DCR/AA. Ensure subcontractors and professional service firms have an approved Affirmative Action Plan on file in the DCR/AA prior to their beginning work on a particular project.

The Annual Affirmative Action Program will include, but is not limited to the following:

- 1. Copy of company's comprehensive EEO/Affirmative Action Plan, with a cover page that includes the company name and address, and signature of the Chief Excutive or EEO Officer.
- Copy of document designating the company's corporate EEO Officer, including the name, address and contact telephone number for the officer, and signature of the Chief Executive or President, on company letterhead.
- 3. Copy of the company's EEO Policy Statement on company letterhead, dated and signed by the Chief Excutive and the EEO Officer.
- 4. Copy of the company's Sexual Harassment Policy on company letterhead.
- 5. EEO Legend such as letterhead, envelope, or published advertisement showing the company is an equal opportunity employer.
- 6. Copy of document designating the company's SBE Liaison Officer to administer the firm's Small Business Program.
- 7. SBE Affirmative Action Plan which is an explanation of affirmative action methods intended to be used to seek out and consider SBEs as subcontractors, material suppliers or equipment lessors. This refers to the Contractor's ongoing responsibility, i.e., Small Business Enterprise/Affirmative Action activities after the award of the Contract and for the duration of the Contract.
- K. SBE Liaison Officer. Designate a SBE Liaison Officer who shall be responsible for the administration of your SBE program in accordance with the Contract, and ensuring that the Contractor complies with all provisions of the SBE Program.
- L. Consent by Department to Subletting. The Department will not approve any subcontract proposed by the Contractor unless and until said Contractor has complied with the terms of the Contract.
- **M.** Conciliation. In cases of alleged discrimination regarding these and all equal employment opportunity provisions and guidelines, investigations and conciliation will be undertaken by the DCR/AA.

N. Documentation

- Requiring of Information. The Department or the State funding agencies may at any time require information as specified in Section 107.02 and deemed necessary in the judgment of the Department to ascertain the compliance of any Bidder, Contractor or subcontractor with the terms of the Contract.
- 2. Record and Reports. The Contractor, subcontractors and other sub-recipients will keep such records as are necessary to determine compliance with its SBE obligations. These records kept will be designed to indicate:
 - a. The names of SBE contractors, subcontractors, transaction expeditors and material suppliers contacted for work on the Contract, including when and how contacted, and the specific Contract work items and other information provided to each.
 - b. Work, services, and materials which are not performed or supplied by the Contractor.
 - The actual dollar value of work subcontracted and awarded to SBEs, including specific Contract work items and cost of each work item.
 - d. The progress being made, and efforts taken in seeking out and utilizing SBEs to include: solicitations, specific Contract work items and the quotes and bids regarding those specific Contract work items, supplies, leases, or other contract items, etc.
 - e. Detailed written documentation of all correspondence, contacts, telephone calls, etc., including names and dates/times, to obtain the services of SBEs on the Contract.
 - f. Records of all SBEs and non-SBEs who have submitted quotes/bids to the Contractor on the Contract.
 - g. Monthly CR-267 Monthly Report, Utilization of DBE/ESBE or SBE, and other reports required for submission to the Department, hiring agreements, subcontracts, lease agreements, equipment rental agreements, supply tickets, delivery slips, payment information, and other records documenting SBE utilization on the Contract.
 - h. Documentation outlining EEO workforce information for the Contract.
 - i. Documentation outlining EEO and Affirmative Action efforts made in the administration and performance of the Contract.
- 3. Submission of Reports, Forms and Documentation. Submit reports, forms and documentation, as required by the Department, on those contracts and other business transactions executed with SBEs in such form and manner as may be prescribed by the Department. Failure to submit the required forms, reports or other documentation as required may result in payment being delayed or withheld as specified in Section 105, assessing sanctions, or termination of the contract as specified in Section 108. Submission of falsified forms, reports or other required documentation may result in termination of the Contract as specified in Section 108, investigation by the Department's Inspector General, and prosecution by the State Attorney General's Office.
- **4. Maintaining Records.** All records must be maintained for a period of three (3) years following acceptance of final payment and will be available for inspection by the Department, or the State funding agencies.
- **O. Prompt Payment to Subcontractors.** Payment to subcontractors, equipment lessors, suppliers and manufacturers is made in accordance with Section 109.
- **P. Non-Compliance.** Failure by the Contractor to comply with the SBE program, rules and regulations in the administration of the Contract may result in denial or limit of credit toward the Contract SBE goal, payment being delayed or withheld as specified in Section 105, assessing sanctions, liquidated damages as specified in Section 108, default as specified in Section 108, debarment, or termination of the Contract as specified in Section 108. The Contractor may further be declared ineligible for future Department contracts.

STATE FUNDED PROJECT ATTACHMENT 2

STATE OF NEW JERSEY EQUAL EMPLOYMENT OPPORTUNITY SPECIAL PROVISIONS FOR WHOLLY STATE FUNDED PROJECTS

A. General. It is the policy of the New Jersey Department of Transportation (hereafter "NJDOT") that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the Department to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The Contractor must demonstrate to the Department's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the Department's contract with the Contractor. Payment may be withheld from a Contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

- 1. The Contractor shall recruit prospective employees through the New Jersey career connections website, managed by the Department of Labor and Workforce Development, available online at http://careerconnections.nj.gov/careerconnections/for_businesses.shtml
- 2. The Contractor shall keep detailed documented evidence of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
- The Contractor shall actively solicit and shall provide the Department with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media;
- 4. The Contractor shall provide evidence of efforts described at 2 above to the Department no less frequently than once every 12 months; and
- 5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27-1.1 et seq.

The Contractor is required to implement and maintain a specific Affirmative Action Compliance Program of Equal Employment Opportunity in support of the New Jersey "Law Against Discrimination", N.J.S.A. 10:5-31 et seq., and according to the Affirmative Action Regulations set forth at N.J.A.C. 17:27-1.1 et seq.

The provisions of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq., as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this contract and are binding upon the Contractor.

Noncompliance by the Contractor with the requirements of the Affirmative Action program for Equal Employment Opportunity may be cause for delaying or withholding monthly and final payments pending corrective and appropriate measures by the Contractor to the satisfaction of the Department.

The Contractor will cooperate with the State agencies in carrying out its Equal Employment Opportunity obligations and in their review of its activities under the contract.

The Contractor and all its subcontractors, not including material suppliers, holding subcontracts of \$2,500 or more, will comply with the following minimum specific requirement activities of Equal Opportunity and Affirmative Action set forth in these special provisions. The Contractor will include the following mandatory equal employment opportunity language in every subcontract of \$2,500 or more with such modification of language in the provisions of such contracts as is necessary to make them binding on the subcontractor.

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. 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, veteran's status, 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.
- 3. 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.
- 4. 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.
- 5. 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 NJ Department of Labor and Workforce Development, 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 NJ Department of Labor and Workforce Development, 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 NJ Department of Labor and Workforce Development, 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:
 - 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 sub-contractor 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 NJ Department of Labor and Workforce Development, 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;
- (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 Contactor 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 NJ Department of Labor and Workforce Development, 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 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 6(1) above, whenever vacancies occur. At the request of the NJ Department of Labor and Workforce Development, 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 NJ Department of Labor and Workforce Development, 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 NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program and submitted promptly to the NJ Department of Labor and Workforce Development, 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 apprentice-ship 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.

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.

The Contractor and its subcontractors shall furnish such reports or other documents to the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program as may be requested by the NJ Department of Labor and Workforce Development, 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 NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq..

The Contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and off-the-job programs for outreach and training of minority and female trainees employed on the construction projects.

- B. Equal Employment Opportunity Policy. The Contractor agrees that it will accept and implement during the performance of this contract as its operating policy the following statement which is designed to further the provision of Equal Employment Opportunity to all persons 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 and to promote the full realization of Equal Employment Opportunity through a positive continuing program:
 - "It is the policy of this company that it 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 and that it will take Affirmative Action to ensure that applicants are recruited and employed and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship."
- **C.** Equal Employment Opportunity Officer. Designate and make known to the Department's contracting officers, an Equal Employment Opportunity Officer (hereafter "EEO Officer") who will have the responsibility for and must be capable of effectively administering and promoting an active Equal Employment Opportunity program and be assigned adequate authority and responsibility to do so.
- D. Dissemination of Policy.
 - 1. Implementation. All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, will be made fully cognizant of, and will implement, the Contractor's Equal Employment Opportunity Policy and contractual responsibilities to provide Equal Employment Opportunity in each grade and classification of

employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Initial Project Site Meeting. Conduct an initial project site meeting with supervisory and personnel office employees before the start of work and then not less often than once every 6 months, at which time the Contractor's Equal Employment Opportunity Policy and its implementation will be reviewed and explained. The EEO Officer will conduct the meetings.
- **b. EEO Obligations.** Give all new supervisory or personnel office employees a thorough indoctrination by the EEO Officer covering all major aspects of the Contractor's Equal Employment Opportunity obligations within 30 days following their reporting for duty with the Contractor
- **c.** All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the Contractor's procedures for locating and hiring minority and women workers.
- 2. Take the following actions in order to make the Contractor's Equal Employment Opportunity Policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc.,:
 - a. Place notices and posters setting forth in the Contractor's Equal Employment Opportunity policy, as set forth in Section 2 of these Equal Employment Opportunity Special Provisions in conspicuous places readily accessible to employees, applicants for employment and potential employees.
 - b. Bring the Contractor's Equal Employment Opportunity Policy and the procedures to implement such policy to the attention of employees by means of meetings, employee handbooks, or other appropriate channels.

E. Recruitment

- 1. In all solicitations and advertisements for employees placed by or on behalf of the Contractor, the Contractor will 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, veterans' status, disability, nationality or sex. All such advertisements will be published in newspapers or other publications having a large circulation among minorities and women in the area from which the project workforce would normally be derived.
- 2. Unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority and women applicants, including, but not limited to state employment agencies, schools, colleges and minority and women organizations. Through their EEO Officer, identify sources of potential minority and women employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the Contractor for employment consideration.
- 3. In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with Equal Employment Opportunity contract provisions. (The US Department of Labor has held that where implementations of such agreements have the effect of discriminating against minorities or women or obligates the Contractor to do the same; such implementation violates Executive Order 11246, as amended).
- 4. In the event that the process of referrals established by such a bargaining agreement fails to provide the Contractor with a sufficient number of minority and women referrals within the time period set forth in such an agreement, the Contractor shall comply with the provisions of "Section I Unions" of this "State Of New Jersey Equal Employment Opportunity for Wholly State Funded Projects" Special Provision Attachment.
- **F. Personnel Actions.** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to age, race, color, creed, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, veterans status, disability, nationality or sex. The following procedures shall be followed:

- 1. Conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- Periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- Periodically review selected personnel actions in-depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- 4. Promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his/her obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all of their avenues of appeal.

G. Training and Promotions.

- 1. Assist in locating, qualifying, and increasing the skills of minority group and women workers, and applicants for employment.
- 2. Consistent with the Contractor's workforce requirements and as permissible under State regulations, make full use of training programs, i.e., apprenticeship, and on-the-job training programs, for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.
- 3. Advise employees and applicants for employment of available training programs and entrance requirements for each.
- 4. Periodically review the training and promotion potential of minority group and women workers and encourage eligible employees to apply for such training and promotion.
- H. Unions. If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use their good faith efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and women workers. Actions by the Contractor either directly or through a Contractor's association acting, as agent will include the procedures set forth below:
 - 1. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under both the law against discrimination and this contract and shall post copies of the notice in conspicuous places readily accessible to employees and applicants for employment. Further, the notice will request assurance from the union or worker's representative that such union or worker's representative will cooperate with the Contractor in complying with the Contractor's Equal Employment Opportunity and Affirmative Action obligations.
 - The Contractor will use their best efforts to develop, in cooperation with the unions, joint training
 programs aimed toward qualifying more minority group members and women for membership in the
 unions and increasing the skills of minority group employees and women so that they may qualify for
 higher paying employment.
 - 3. The Contractor will use their best efforts to incorporate an Equal Employment Opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their age, race, color, creed, sex, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, or nationality.
 - 4. The Contractor is to obtain information as to the referral practices and policies of the labor union except to the extent that such information is within the exclusive possession of the labor union and such labor unions refuse to furnish this information to the Contractor, certify to the Department and shall set forth what efforts have been made to obtain this information.
 - 5. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to age, race, color, creed, sex, national origin, ancestry, marital status, affectional or sexual orientation,

gender identity or expression, disability, or nationality making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The US Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees). In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these Special Provisions, such Contractor shall immediately notify the Department.

I. Subcontracting. The Contractor will use his best efforts to solicit bids from and to utilize minority group and women subcontractors or subcontractors with meaningful minority group and women representation among their employees. Contractors may use lists of minority owned and women owned construction firms as issued by the NJDOT and/or the New Jersey Unified Certification Program (NJUCP).

Ensure subcontractor compliance with the Contract's Equal Employment Opportunity obligations.

J. Records and Reports

- 1. Keep such records as are necessary to determine compliance with the Contractor's Equal Employment Opportunity obligations. Records kept will be designed to indicate:
 - a. The work hours of minority and non-minority group members and women employed in each work classification on the project.
 - b. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Contractors who rely in whole or in part on unions as a source of their workforce);
 - c. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and women workers: and
 - d. The progress and efforts being made in securing the services of minority group and women subcontractors or subcontractors with meaningful minority and women representation among their employees.
- All such records must be retained for a period of 3 years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the NJDOT.
- Submit monthly reports to the NJDOT after construction begins for the duration of the project, indicating the work hours of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on a form supplied by the NJDOT.

REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY ON WHOLLY STATE FUNDED PROJECTS

A. Minority and Women Employment Goal Obligations. The Department has established, pursuant to N.J.A.C. 17:27-7.2, the minority and women goals for each construction contractor and subcontractor based on availability statistics as reported by the New Jersey Department of Labor, Division of Planning and Research, in its report, "EEO Tabulation - Detailed Occupations by Race/Hispanic Groups." The goals for minority and women participation, in the covered area, expressed in percentage terms for the Contractor's aggregate work force in each trade, on all construction work are:

Minority and Women Employment Goal Obligations for Construction Contractors and Subcontractors on Wholly State Funded Projects				
County	Minority % Participation Percent	Women % Participation Percent		
Atlantic	18	6.9		
Bergen	22	6.9		
Burlington	15	6.9		
Camden	19	6.9		
Cape May	5	6.9		
Cumberland	27	6.9		
Essex	53	6.9		
Gloucester	9	6.9		
Hudson	60	6.9		
Hunterdon	3	6.9		
Mercer	30	6.9		
Middlesex	24	6.9		
Monmouth	15	6.9		
Morris	16	6.9		
Ocean	7	6.9		
Passaic	36	6.9		
Salem	10	6.9		
Somerset	20	6.9		
Sussex	4	6.9		
Union	45	6.9		
Warren	5	6.9		

The NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program has interpreted Section 7.2 of the State of New Jersey Affirmative Action Regulations as applicable to work hour goals for minority and women participation.

If a project is located in more than one county, the minority work hour goal will be determined by the county which serves as the primary source of hiring or, if workers are obtained equally from one or more counties, the single minority goal shall be the average of the individual goal for the affected counties.

The NJ State Department of Labor and Workforce Development, Construction EEO Monitoring Program may designate a regional goal for minority membership for a union that has regional jurisdiction. No regional goals shall apply to this project unless specifically designated elsewhere herein.

When hiring workers in the construction trade, the Contractor and/or subcontractor agree to attempt, in good faith, to employ minority and women workers in each construction trade, consistent with the applicable county or, in special cases, regional goals.

It is understood that the goals are not quotas. If the Contractor or subcontractor has attempted, in good faith, to satisfy the applicable goals, they will have complied with their obligations under these EEO Special Provisions. It is further understood that if the Contractor shall fail to attain the goals applicable to this project, it will be the Contractor's obligation to establish to the satisfaction of the Department that it has made a good faith effort to satisfy such goals. The Contractor or subcontractor agrees that a good faith effort to achieve the goals set forth in these special provisions shall include compliance with the following procedures:

- B. Requests for Referrals from Unions to Meet Contract Workforce Goals. Requests shall be made by the Contractor or subcontractor to each union or collective bargaining unit with which the Contractor or subcontractor has a referral agreement or arrangement for the referral of minority and women workers to fill job openings. Requests shall also be made for assurances for the referral of minority and women workers to fill job openings. Requests shall also be made for assurances from such unions or collective bargaining units that they will cooperate with the Contractor or subcontractor in fulfilling the Affirmative Action obligations of the Contractor or subcontractor under this contract. Such requests shall be made prior to the commencement of construction under the contract.
 - 1. The Contractor and its subcontractors shall comply with Section I, Unions of these EEO Special Provisions and, in particular, with Section I, Paragraph D, if the referral process established in any collective bargaining arrangement is failing to provide the Contractor or subcontractor with a sufficient number of minority and women referrals.
 - 2. The Contractor and its subcontractors shall notify the Department's Compliance Officer, the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program and at least one approved minority referral organization of the Contractor's or subcontractors work force needs and of the Contractor's or subcontractor's desire for assistance in attaining the goals set forth herein. The notifications should include a request for referral of minority and women workers.
 - 3. The Contractor and its subcontractors shall notify the Department's Compliance Officer and the NJ Department of Labor and Workforce Development, Construction EEO Monitoring Program in the event that a union or collective bargaining unit is not making sufficient minority and women referrals to enable the Contractor or subcontractor to attain the workforce goals for the Contract.
 - 4. The Contractor and its subcontractors shall make standing requests to all local construction unions, the State's training and employment service and other approved referral sources for additional referrals of minority and women workers until such time as the project workforce is consistent with the work hour goals for the Contract.
- **C.** In the event that it is necessary to lay off some of the workers in a given trade on the construction site, the Contractor and its subcontractors shall ensure that fair layoff practices are followed regarding minority, women and other workers.
- **D**. Comply with the other requirements of these EEO Special Provisions.
- E. Reporting Requirements.
 - 1. Directly provide the NJ Department of Labor and Workforce Development, Office of Diversity Compliance, Construction Contract Compliance Unit with workforce data for the Contract.
 - a. After notification of award, but prior to signing the Contract, submit to the Department and the Department of Labor and Workforce Development, Construction EEO Monitoring Program an AA-201 – Initial Project Workforce Report Construction form in accordance with N.J.A.C. 17:27-

7. Also, submit the info within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract. This form is available online at the New Jersey Department of the Treasure's website at: http://www.nj.gov/treasury/contract_compliance/pdf/aa201.pdf. Instructions for completing the form can be found online at:

http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf.

- b. Monthly, complete and submit an AA 202 Monthly Project Workforce Report Construction form for the duration of the Contract. This form may be completed:
 - (1) Manually and mailed to the Department of Labor & Workforce Development, Construction & EEO Monitoring Program, P.O. Box 209, Trenton, NJ 08625-0209, or:
 - (2) Input electronically directly onto the AA-202 form via the Department of the Treasury's Premier Business Services Online Forms web application, located at: http://www.nj.gov/treasury/contract_compliance/. Instructions for setting up online access to the web application can be found at: http://www.nj.gov/treasury/contract_compliance/pdf/PBS-Introduction-Page.pdf. Follow all instructions to set up online access to the web application.
 - (3) Submit a printed copy of the AA-202 form to the Department along with the hard copy of the CC-257R and confirmation e-mail of the successful submission of Monthly Employment Utilization Report.
- 2. Directly provide the Department with employment workforce data of the number and work hours of minority and non-minority group members and women employed in each work classification for the Contract. The Contractor, subcontractors, professional service firms and others working on the project must submit this information via a web-based application through the New Jersey portal, Vendor Workforce Reporting Manager. Instructions on how to complete Form CC-257R are provided within the web application. Instructions for registering and receiving the authentication code to access the web based application can be found at the Contractor Manpower Project Reporting CC-257R website at: http://www.state.nj.us/transportation/business/civilrights/pdf/cc257.pdf.
 - a. On a monthly basis, submit Form CC-257R through the web based application within 10 days following the end of each reporting month.
 - b. In addition to the above, submit a hard copy of the electronic Form CC-257R to the RE within 10 days following the end of each reporting month
 - c. Submit a copy of the confirmation e-mail of the successful submission of Monthly Employment Utilization Report to the RE within 10 days following the end of each reporting month.
- 3. All employment data must be accurate and consistent with certified payroll records. The Contractor is responsible for ensuring compliance with these reporting requirements. Failure of the Contractor, subcontractors, professional service firms and others working on the Contract to report monthly employment and wage data may result in payments being delayed or withheld as per 105.01, or impact the Contractor's prequalification rating with the Department.

INVESTIGATING, REPORTING AND RESOLVING EMPLOYMENT DISCRIMINATION AND SEXUAL HARASSMENT COMPLAINTS ON WHOLLY STATE FUNDED PROJECTS

The Contractor hereby agrees to the following requirements in order to implement fully the nondiscrimination provisions of the Supplemental Specifications:

The Contractor agrees that in instances when it receives from any person working on the project site a verbal or written complaint of employment discrimination, prohibited under N.J.S.A. 10:5-1 et seq. 10:2-1 et seq., 42 U.S.C. 2000 (d) et seq., 42 U.S.C. 2000(e) et seq. and Executive Order 11246, it shall take the following actions:

- A. Within one (1) working day commence an investigation of the complaint, which will include but not be limited to interviewing the complainant, the respondent, and all possible witnesses to the alleged act or acts of discrimination or sexual harassment.
- B. Prepare and keep for its use and file a detailed written investigation report which includes the following information:
 - Investigatory activities and findings.
 - 2. Dates and parties involved and activities involved in resolving the complaint.
 - 3. Resolution and corrective action taken if discrimination or sexual harassment is found to have taken place.
 - 4. A signed copy of resolution of complaint by complainant and Contractor.

(In addition to keeping in its files the above-noted detailed written investigative report, the Contractor shall keep for possible future review by the Department, all other records, including, but not limited to, interview memos and statements.)

- C. Upon the request of the Department, provides to the Department within ten (10) calendar days a copy of its detailed written investigative report and all other records on the complaint investigation and resolution.
- D. Take appropriate disciplinary actions against any Contractor employee, official or agent who has committed acts of discrimination or sexual harassment against any Contractor employee or person working on the project. If the person committing the discrimination is a subcontractor employee, then the Contractor is required to attempt to effectuate corrective and/or disciplinary action by the subcontractor in order to establish compliance with the Contract.
- E. Take appropriate disciplinary action against any Contractor employee, official or agent who retaliates, coerces or intimidates any complainant and/or person who provides information or assistance to any investigation of complaints of discrimination or sexual harassment. If the person retaliating, coercing or intimidating a complainant or other person assisting in an investigation is a subcontractor's employee, then the Contractor is required to attempt to effectuate corrective and/or disciplinary action taken by the subcontractor in order to establish compliance with the Contract.
- F. Ensure to the maximum extent possible that the privacy interests of all persons who give confidential information in aid of the Contractor's employment discrimination investigation are protected.
- G. In conjunction with the above requirements, the Contractor herein agrees to develop and post a written sexual harassment policy for its workforce.
- H. The Contractor also agrees that its failure to comply with the above requirements may be cause for the Department to institute against the Contractor any and all enforcement proceedings and/or sanctions authorized by the Contract or by State and/or Federal law.

PAYROLL REQUIREMENTS FOR WHOLLY STATE FUNDED PROJECTS

- **A.** Payroll Reports. Each Contractor and subcontractor shall furnish the RE with payroll reports for each week of contract work. Such reports shall be submitted within 10 days of the date of payment covered thereby and shall contain the following information:
 - 1. Each employee's full name and address of each such employee.
 - 2. The ethnicity and gender of each employee.
 - 3. Each employee's specific work classification (s).
 - 4. Entries indicating each employee's basis hourly wage rate(s) and, where applicable, the overtime hourly wage rate(s). Any fringe benefits paid to approved plans, funds or programs on behalf of the employee must be indicated. Any fringe benefits paid to the employee in cash must be indicated.
 - 5. Each employee's daily and weekly hours worked in each classification, including actual overtime hours worked (not adjusted).
 - 6. Each employee's gross wage.
 - 7. The itemized deductions made.
 - 8. The net wages paid.
- B. Statement of Wages. Each Contractor or subcontractor shall furnish a statement each week to the RE with respect to the wages paid each of its employees engaged in contract work covered by the New Jersey Prevailing Wage Act during the preceding weekly payroll period. The statement shall be executed by the Contractor or subcontractor or by an authorized officer or employee of the Contractor or subcontractors who supervises the payment of wages. Contractors and subcontractors must use the certification set forth on NJ Department of Labor Payroll Certification for Public Works Project (R-08-12-08), or any form with identical wording.
- **C. Maintaining Records.** Contractor and subcontractor shall maintain complete social security numbers and home address for employees. Government agencies are entitled to request or review all relevant payroll information, including social security numbers and addresses of employees. Contractors and subcontractors are required to provide such information upon request.
- **D.** Lack of Compliance. Failure of the Contractor or subcontractor to comply with the payroll requirements may result in payment being delayed or withheld as specified in Section 105, default as specified in Section 108 or termination of the Contract as specified in Section 108.
- E. Diane B. Allen Equal Pay Act, N.J.S.A. 34:11-56.14b. Pursuant to the DIANE B. ALLEN EQUAL PAY ACT, N.J.S.A. 34:11-56.14.b., the Contractor shall provide to the Commissioner of the New Jersey Department of Labor and Workforce Development, through certified payroll records required pursuant to P.L.1963, c.150 (C.34:11-56.25 et seq.), information regarding the gender, race, job title, occupational category, and rate of total compensation of every employee of the employer employed in the State in connection with the Contract. The Contractor shall provide the Commissioner, throughout the duration of the Contract, with an update to the information whenever payroll records are required to be submitted pursuant to P.L.1963, c.150 (C.34:11-56.25 et seq.). Completed forms should be emailed to: equalpayact@dol.nj.gov. If online submission is not possible, the form should be mailed to: Equal Pay Act, New Jersey Department of Labor and Workforce Development, P.O. Box 110, Trenton, NJ 08625-110.

Information regarding the Diane B. Allen Equal Pay Act and its requirements may be obtained from the New Jersey Department of Labor and Workforce Development (LWD) website at: https://nj.gov/labor/equalpay/equalpay.html

LWD forms may be obtained from the online web site at: https://ni.gov/labor/forms_pdfs/equalpayact/MW-562withoutfein.pdf

AMERICANS WITH DISABILITIES ACT REQUIREMENTS FOR WHOLLY STATE FUNDED PROJECTS

Equal Opportunity for Individuals with Disabilities.

The CONTRACTOR and the STATE do hereby agree that the provisions of Title II of the American With Disabilities Act of 1990 (the "ACT") (42 U.S.C. Section 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the STATE 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 STATE in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the STATE, 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 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 STATE'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE or if the STATE 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 STATE 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 STATE or any of its agents, servants, and employees, the STATE shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the STATE or its representatives.

It is expressly agreed and understood that any approval by the STATE 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 STATE pursuant to this paragraph.

It is further agreed and understood that the STATE 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 STATE from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

Bid No: 2022- 01-03

THE TOWNSHIP OF PISCATAWAY



PLANS

Pages 1-53



MARIA E. VALENTE-CAEMMERER

Purchasing Agent/Township Secretary

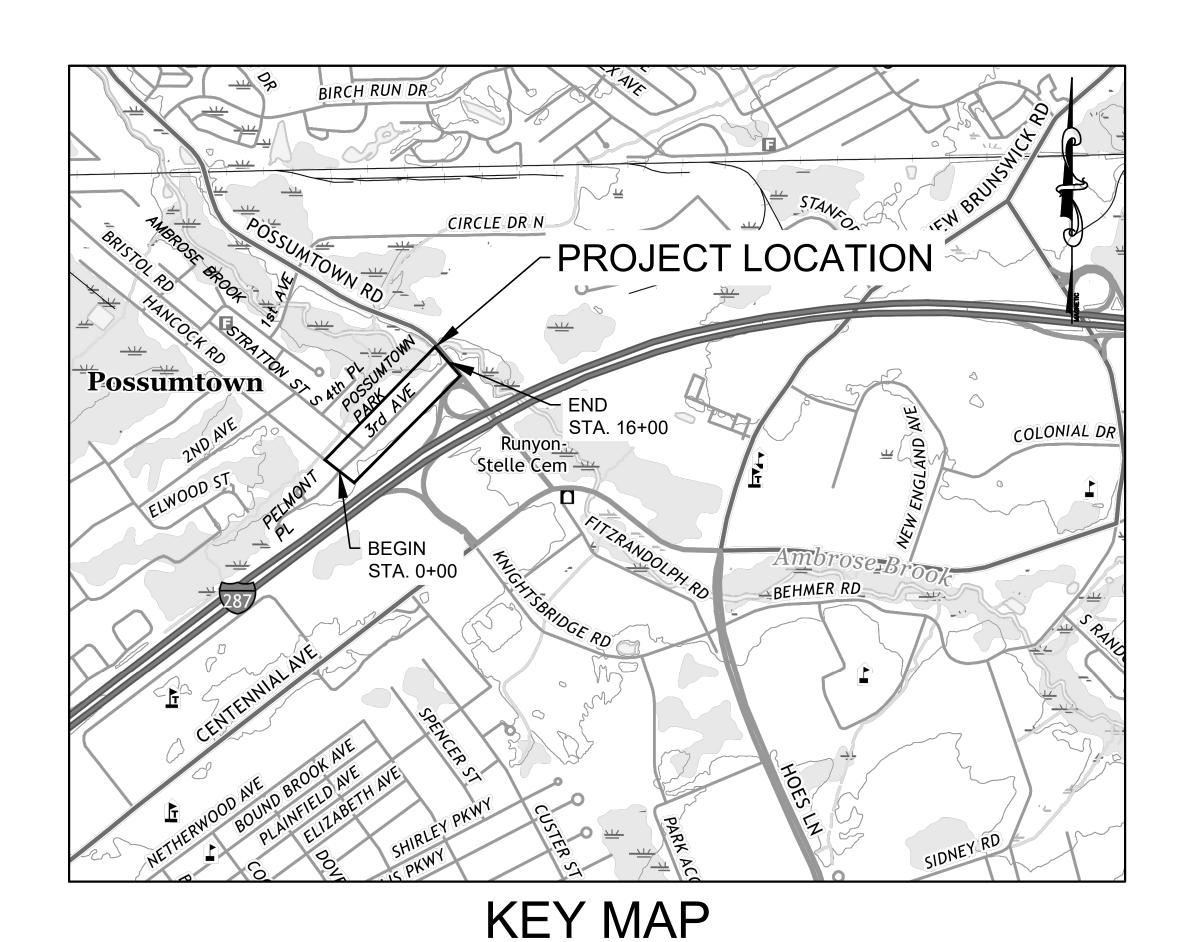
THIRD AVENUE IMPROVEMENTS FROM POSSUMTOWN ROAD TO HANCOCK ROAD

TOWNSHIP OF PISCATAWAY MIDDLESEX COUNTY, NEW JERSEY

	UTILITIES
PSE&G GAS	Mr. James Cavanagh 40 Rock Avenue Plainfield, NJ 07063 PH: 908-668-3840
PSE&G ELECTRIC	Mr. Ryan C. Quinn/Mr. Robert Mido 472 Weston Canal Road Somerset, NJ 08873 PH: 732-764-3161
ALTICE USA CABLE	Mr. Jeffrey Polanco 275 Centennial Ave Piscataway, NJ 08854 PH: 732-317-7344
VERIZON COMMUNICATIONS TELEPHONE	Mr. Ervin Hernandez 290 West Mount Pleasant Ave Livingston, NJ 07039 PH: 856-912-0748
NEW JERSEY AMERICAN WATER CO. WATER	Ms. Melissa A. Hazelton One Water Street Camden, NJ 08102 PH: 856-955-4403
TOWNSHIP OF PISCATAWAY SEWER	Mr. Guy Gaspari 505 Sidney Road Piscataway, NJ 08854 PH: 732-562-2395

LOCATIONS OF UTILITIES SHOWN ON THE PLANS ARE PLOTTED FROM AVAILABLE DATA ON FILE WITH THE UTILITY COMPANIES AND ARE NOT WARRANTED AS TO EXACTNESS. CONTRACTOR IS TO DETERMINE EXACT LOCATION AND DEPTH OF UTILITIES AT ALL CROSSINGS PRIOR TO CONSTRUCTION IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.

BRIAN C. WAHLER - MAYOR
KAPIL K. SHAH - COUNCIL PRESIDENT
MICHELE LOMBARDI - COUNCIL VICE PRESIDENT
GABRIELLE CAHILL - COUNCILWOMAN
CHANELLE C. MCCULLUM - COUNCILWOMAN
FRANK UHRIN - COUNCILMAN
JAMES BULLARD - COUNCILMAN
STEVEN D. CAHN - COUNCILMAN



	SHEET INDEX
SHEET NO.	DESCRIPTION
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2	LEGEND AND GENERAL NOTES
3	ESTIMATE OF QUANTITIES
4-5	EXISTING CONDITIONS PLAN
6-7	TYPICAL SECTIONS
8-9	TIE PLAN
10-11	CONSTRUCTION PLAN
12-13	PROFILE
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16-17	CURB RAMP DETAIL
18	TRAFFIC CONTROL STAGING NOTES AND SIGNS
19	DETOUR PLAN
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	NJDOT STANDARD DETAILS
1	ROADWAY CONSTRUCTION DETAILS - STEEL U-POST SIGN SUPPORTS

TOTAL LENGTH OF PROJECT = 1600 FEET (0.30 MILES)

1"=1,000'

ALL CONSTRUCTION SHOWN HEREON, UNLESS SPECIFICALLY NOTED OTHERWISE, SHALL BE IN ACCORDANCE WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION 2019, AS AMENDED.

THE NJDOT STANDARD CONSTRUCTION DETAIL FOR ROADWAY, TRAFFIC CONTROL, AND BRIDGE BOOKLET(2016); AND THE NJDOT STANDARD ELECTRICAL DETAILS BOOKLET (2007), ARE ACCEPTABLE TO THIS PROJECT EXCEPT FOR THOSE DETAILS CONTAINED HEREIN

JANUARY, 2022



NAIK CONSULTING GROUP, P.C.

METROPLEX PLAZA 200 METROPLEX DRIVE, SUITE 403 EDISON, NJ 08817 PHONE: 732-777-0030 FAX: 732-777-0040



01/10/2022 DATE

DIPALI J. PATEL, P.E. NEW JERSEY PROFESSIONAL ENGINEER LIC. NO. 24GE05163800

PROPERTY LINE			
RIGHT OF WAY		PROPOSED R.O.W. LINE	
EASEMENT LINE			
FENCE		x x 4' WIRE FENCE x -	
EDGE OF PAVEMENT	Ed. of Pavt.		
GROUND CONTOUR		250	
CURB			=
BEAM GUIDE RAIL		* * * * * * * * * * * * * * * * * * * *	- 9 - 9
DRAINAGE DITCH, UNPAVED			
STORM DRAIN		= _ = _ 18" RCP = =	
TREE LINE			
WETLAND LINE			
LIMIT OF BERM			
CONSTRUCTION BASELINE	100'+00		
SLOPES (CUT & FILL)		(C) Y (F)	
COMMUNICATIONS LINE (OVERHEAD) ELECTRIC LINE (OVERHEAD)		То То	
		— Ео — Ео —	
GAS LINESILT FENCE	- G G	—— G——— G—	
71L11LINUL	_		 -
TOPOGRAPHICAL FEATURES			
TREE	− €33 _{36"}		
BEAM GUIDE RAIL	₹u⊃ 36"		
BEAM GUIDE RAIL ANCHORAGE		* * * *	
GUIDE RAIL END TERMINAL		• · · · · · · · · · · · · · · · · · · ·	_
GUIDE RAIL BRIDGE ATTACHMENT	_	• • • • • • • •	
BORING LOCATION	-	·····	
IRON PIN			
WETLAND			
WETLANDSIGN			
IRON PIN WETLANDSIGN UTILITY POLE		#FB55 •GUY	
WETLANDSIGN		#FB55 GUY	
WETLANDSIGNUTILITY POLE GAS VALVE MISCELLANEOUS SYMBOLS	#FB55 Guy	#FBSS GUY	
WETLANDSIGNUTILITY POLE GAS VALVE MISCELLANEOUS SYMBOLS LOW POINT		#FB55 GUY	
WETLANDSIGNUTILITY POLE GAS VALVE MISCELLANEOUS SYMBOLS		#FB55 GUY	
WETLANDSIGNUTILITY POLE GAS VALVE MISCELLANEOUS SYMBOLS LOW POINT	#FB55 ° Guy	#FB55 GUY	
WETLANDSIGNUTILITY POLE GAS VALVE MISCELLANEOUS SYMBOLS LOW POINT HIGH POINT	- #FB55 © Guy - - - - - - - - - - - - -	#FB55 • GUY	
WETLAND	#FB55 ° Guy	#FB55 GUY	
WETLAND SIGN UTILITY POLE GAS VALVE MISCELLANEOUS SYMBOLS LOW POINT HIGH POINT RIPRAP FULL DEPTH PAVEMENT	#FB55 ° Cuy	#FBSS • GUY	
WETLAND SIGN UTILITY POLE GAS VALVE MISCELLANEOUS SYMBOLS LOW POINT HIGH POINT RIPRAP FULL DEPTH PAVEMENT MILL & OVERLAY	#FB55 ° ° ° ° ° ° ° ° ° ° ° ° ° ° ° ° ° °	#FBSS GUY	
WETLAND SIGN UTILITY POLE GAS VALVE MISCELLANEOUS SYMBOLS LOW POINT HIGH POINT RIPRAP FULL DEPTH PAVEMENT MILL & OVERLAY CONCRETE DRIVEWAY APRON	-	#FB35 • GUY	

GENERAL NOTES

- ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE "2019 N.J.D.O.T STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", AS MODIFIED BY THE SUPPLEMENTARY SPECIFICATIONS.
- MATERIAL FABRICATION: ALL MATERIAL FABRICATION SHALL BE IN ACCORDANCE WITH THE "2019 N.J.D.O.T STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION". AS MODIFIED BY THE SUPPLEMENTARY SPECIFICATIONS.
- HORIZONTAL DATUM IS NEW JERSEY PLANE COORDINATE SYSTEM NJ NAD83 (2011 ADJUSTMENT) AND VERTICAL DATUM IS NAVD 88.
- FIELD SURVEY WAS PERFORMED BY NAIK CONSULTING GROUP. P.C. IN NOVEMBER OF 2018.
- THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES OF IMPENDING WORK AND FIELD VERIFY THE ACTUAL LOCATION OF ALL UTILITIES PRIOR TO START OF ANY CONSTRUCTION. TEST PITS SHALL BE EXCAVATED TO PROVIDE ACCESS FOR VERIFYING THE ACTUAL HORIZONTAL LOCATION AND ELEVATION OF ANY UNDERGROUND UTILITIES, AS REQUIRED. ALL COSTS FOR TEST PITS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR THE ITEM, EXCAVATION, TEST PITS.
- UTILITY LOCATIONS SHOWN HEREON ARE FROM RECORD INFORMATION PROVIDED BY THE VARIOUS UTILITIES AND ABOVE GROUND OBSERVATIONS UNLESS NOTED OTHERWISE. THE INFORMATION SHOWN ON THESE PLANS CONCERNING THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE NOR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO THE TYPE AND LOCATIONS OF UNDERGROUND AND OTHER UTILITIES, AS NECESSARY.
- THE CONTRACTOR IS RESPONSIBLE TO CONTACT ALL RESPECTIVE UTILITY COMPANIES TO DETERMINE THEIR SCHEDULE FOR PERFORMING UTILITY RELOCATION AND INSTALLATION WORK AND SHALL SCHEDULE THE WORK ACCORDINGLY SO AS NOT TO INTERFERE WITH THE WORK OF THE UTILITY COMPANIES.
- NO SEPARATE PAYMENT WILL BE MADE FOR RELOCATION. EXCAVATION, REMOVAL, COORDINATION, ETC. WITH THE RESPECTIVE UTILITY COMPANIES.
- THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE POTENTIAL FOR CONFLICTS IN ORDER TO AVOID DISRUPTION OF SERVICE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ARRANGE FOR ALL UTILITY WORK ESSENTIAL FOR THE COMPLETION OF THE PROJECT AND TO COORDINATE THE WORK CARRIED OUT BY THE PUBLIC UTILITIES WITH HIS WORK. THE CONTRACTOR SHALL COOPERATE WITH UTILITY COMPANIES IN THE REMOVAL. RELOCATION AND REPLACEMENT OF UTILITIES. WHEREVER UNDERGROUND UTILITIES ARE ENCOUNTERED, THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT BREAKAGE AND INTERRUPTION OF SERVICE. THE CONTRACTOR SHALL CONTACT THE UTILITY LOCATIONS SERVICE ONE CALL BY CALLING 1-800-272-1000 AND WITH THEIR ASSISTANCE SHALL VERIFY THE LOCATION, SIZE AND DIMENSION OF ALL UTILITIES.
- LOT AND BLOCK NUMBERS SHOWN ON THESE PLANS ARE BASED UPON THE CURRENT TAX MAPS OF PISCATAWAY TOWNSHIP.
- THE COST OF SAW CUTTING AND BUTT JOINT SHALL BE INCLUDED IN THE UNIT PRICE BID FOR THE ITEM OF "EXCAVATION, UNCLASSIFIED".
- NO SEPARATE PAYMENT WILL BE MADE FOR STRIPPING. ALL COST THEREOF SHALL BE INCLUDED IN THE PRICE BID FOR THE ITEM "CLEARING SITE".

BELGIAN BLOCK

BOTTOM OF CURB

AG

B.B

BC

CIP

CY

DC

DWY

LOM

MAX.

ABBREVIATIONS USED IN THIS CONTRACT

ALTERNATE GRADING (FOR GUIDE RAIL TERMINALS)

- 13 ALL LITHITY CASTINGS VALVE BOXES AND CURB BOXES SHALL BE
- 14. NO SEPARATE PAYMENT SHALL BE MADE FOR "REMOVE" OR THE PRICE BID FOR THE ITEM "CLEARING SITE".
- 15. IF ANY QUANTITY OF THE MATERIAL FROM EXCAVATION. UNCLASSIFIED IS DETERMINED UNSUITABLE BY THE OWNER. THE UNSUITABLE MATERIAL SHALL BE DISPOSED OF OFF-SITE BY THE
- SEE DETAILS ON TIE PLANS FOR SURVEY CONTROL POINTS.
- 17. ACCESS SHALL BE PROVIDED TO ALL DRIVEWAYS. DWELLINGS. FIELD
- 18. THE USE OF POLICE TRAFFIC DIRECTORS SHALL BE APPROVED BY THE ENGINEER PRIOR TO ENGAGEMENT.
- CONTRACTOR SUPPLIED TRAFFIC DIRECTOR, FLAGGERS, ETC. WILL NOT BE PAID SEPARATELY. COST INCLUDED IN THE PRICE BID FOR
- 20. ALL DIMENSIONS SHOWN OF EXISTING FEATURES ARE BASED ON THE BEST AVAILABLE INFORMATION AND ARE APPROXIMATE. THE ENGINEER DOES NOT GUARANTEE THE CORRECTNESS OR COMPLETENESS OF ALL EXISTING INFORMATION SHOWN ON THE PLANS. THE CONTRACTOR SHALL VERIFY ALL FIELD DIMENSIONS.
- 21. WITHIN THE LIMITS OF DISTURBANCE (AS SHOWN ON "SOIL EROSION AND SEDIMENT CONTROL PLAN") ALL TREES AND VEGETATION SHALL BE REMOVED SUBJECT TO THE APPROVAL OF THE ENGINEER. NO TREES SHALL BE FELLED UNTIL VERIFIED IN THE FIELD BY THE ENGINEER. COST OF ALL TREE AND VEGETATION REMOVAL SHALL BE INCLUDED IN THE UNIT BID PRICE FOR THE ITEM "CLEARING SITE".
- 22. EXISTING PAVEMENT IS TO BE REMOVED IN ALL AREAS OF FULL DEPTH PAVEMENT RECONSTRUCTION. REMOVED PAVEMENT SHALL BE DISPOSED OF OFF-SITE AT NO ADDITIONAL COST TO THE COUNTY. PAYMENT SHALL BE INCLUDED UNDER THE PRICE BID FOR ITEM "EXCAVATION, UNCLASSIFIED". LIMITS OF FULL DEPTH PAVEMENT MAY BE ADJUSTED BY THE ENGINEER IN THE FIELD. THE CONTRACTOR SHALL PROVIDE SMOOTH TRANSITIONS BETWEEN EXISTING AND NEW PAVEMENT IN DRIVEWAY AREAS AND WHERE CONSTRUCTION BEGINS AND ENDS AT ALL TIMES.
- 23. THE EXACT LIMITS OF CONSTRUCTION MAY BE ADJUSTED BY THE ENGINEER IN THE FIELD.
- 24. PRIOR TO CONSTRUCTION. EXISTING TOPSOIL AND STREAMBED
- START OF ANY LAND DISTURBING ACTIVITY.
- WHEN TREES TO BE REMOVED REQUIRE CERTIFIED LINE CLEARANCE TREE TRIMMERS, OVERALL RESPONSIBILITY REMAINS WITH THE

THE OTHER OF OTHER BETTER THE BETTER BETTER BETTER BE
RESET TO THE FINISHED GRADE. IT SHALL BE THE RESPONSIBILITY
OF THE CONTRACTOR TO ARRANGE FOR THE RESETTING BY THE
RESPECTIVE UTILITY COMPANIES. THE COST OF RESETTING AND
COORDINATION OF RESETTING EXISTING UTILITY CASTINGS, VALVE
BOXES AND CURB BOXES SHALL BE INCLUDED IN THE UNIT PRICE BID
FOR THE ITEM "HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2"
THICK".

- "RELOCATE" ITEMS. ALL COSTS THEREOF ARE TO BE INCLUDED IN
- CONTRACTOR AT NO ADDITIONAL COST TO THE COUNTY.
- ENTRANCES AND MAIL BOXES AT ALL TIMES.
- VARIOUS ITEMS OF THE CONTRACT.
- ANY DEVIATIONS ARE TO BE REPORTED TO THE ENGINEER.

- MATERIAL IN AREAS OF WETLANDS OR STATE OPEN WATERS TO BE DISTURBED SHALL BE REMOVED AND STOCKPILED
- 25. THE CONTRACTOR SHALL NOTIFY THE FREEHOLD SOIL CONSERVATION DISTRICT IN WRITING 48 HOURS PRIOR TO THE
- CONTRACTOR.
- ALL TREES TO REMAIN WITHIN OR ADJACENT TO THE PROJECT SITE SHALL BE PROTECTED IN ACCORDANCE WITH THE STANDARDS FOR

OUTLET CONTROL STRUCTURE

MILES PER HOUR

PROFILE GRADE LINE

'INYL	F
	G R

WEEK PRIOR TO THE START OF CONSTRUCTION AND 24 HOURS PRIOR TO THE IMPLEMENTATION OF ANY DETOURS.

40. THE CONTRACTOR SHALL NOTIFY THE MUNICIPAL CLERK. THE

SOIL EROSION AND SEDIMENT CONTROL IN NEW JERSEY.

PROJECT

PROPERTIES.

AND REGULATIONS.

ENTITLED "CLEARING SITE".

BID FOR THE ITEM "CLEARING SITE".

COMPLETION OF CONSTRUCTION.

OR AS DESIGNATED BY THE ENGINEER.

COST TO THE TOWNSHIP.

28. A PRE-CONSTRUCTION MEETING WILL BE HELD WITH THE TOWNSHIP

29. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES DUE TO

30. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ALL NECESSARY

31. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ALL NECESSARY

IN PRICES BID FOR THE VARIOUS ITEMS IN THE PROPOSAL.

ENGINEER'S REPRESENTATIVES PRIOR TO CONSTRUCTION ON THE

HIS OPERATIONS, TO ALL PARTS OF THE WORK, AND TO ALL

ADJOINING PROPERTIES. ANY DAMAGES DONE SHALL BE REPAIRED

AND RESTORED TO THE SATISFACTION OF THE ENGINEER AT NO

SAFEGUARDS TO PROTECT PUBLIC SAFETY AND ADJOINING

EQUIPMENT AND METHODS TO KEEP EXCAVATIONS FREE OF WATER

AND PROTECT WORK FROM DAMAGE BY WATER DURING ALL STAGES

OF CONSTRUCTION. NO SEPARATE PAYMENT WILL BE MADE FOR

PROVIDING AND MAINTAINING EQUIPMENT AND METHODS TO KEEP

EXCAVATIONS DEWATERED. COSTS THEREOF ARE TO BE INCLUDED

ALL FEDERAL. STATE. COUNTY AND MUNICIPAL LAWS. ORDINANCES

STANDARD PROCTER DENSITY (ASTM D-698). CONTRACTOR TO

PERFORM THIS WORK AT NO ADDITIONAL COST TO THE TOWNSHIP.

32. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH

33. COMPACTION OF ALL FILL MATERIALS SHALL BE 95% MINIMUM OF

34. ALL EARTH FILL SHALL BE FREE FROM BRUSH, ROOTS AND OTHER

35. ALL PIPES, STUBS, ETC. TO BE REMOVED SHALL BE BACKFILLED WITH

36. ALL MAILBOXES LOCATED WITHIN THE CONSTRUCTION

37. NO SEPARATE PAYMENT WILL BE MADE FOR CLEARING AND

38. NO SEPARATE PAYMENT WILL BE MADE FOR WORK ASSOCIATED

DENSE GRADED AGGREGATE BASE COURSE. NO SEPARATE

PAYMENT WILL BE MADE FOR REMOVAL OR BACKFILLING. ALL COSTS

IMPROVEMENTS ARE TO REMAIN ACCESSIBLE AND BE MAINTAINED

AT ALL TIMES. ANY MAILBOXES TO BE RESET/RELOCATED SHALL BE

IN ACCORDANCE WITH THE OWNER OF THE MAILBOX AND THE

POSTMASTER. ALL COSTS THEREOF SHALL BE INCLUDED IN THE

GRUBBING. ALL COSTS THEREOF SHALL BE INCLUDED IN THE PRICE

WITH ANY SIGNS THAT ARE TEMPORARILY REMOVED BY THE

CONTRACTOR AND REINSTALLED AT THEIR SAME LOCATION WITH

SQUARE POSTS OR AS DIRECTED BY THE ENGINEER AFTER

ALL SIGNS AND BARRICADES SHALL BE FURNISHED BY THE

CONTRACTOR AND PLACED AT LOCATIONS SHOWN ON THE PLANS

POLICE DEPARTMENT. FIRE DEPARTMENT. AND RESCUE SQUAD ONE

THEREOF SHALL BE INCLUDED IN THE PRICE BID FOR THE ITEM

ORGANIC MATERIAL SUBJECT TO DECOMPOSITION.

PRICE BID FOR THE ITEM ENTITLED "CLEARING SITE".

- 41. DETAILS AS SHOWN IN ANY SECTION SHALL APPLY TO ALL SIMILAR SECTIONS, UNLESS OTHERWISE NOTED.
- 42. THE COST OF INCIDENTAL WORK SHOWN IN THE PLANS FOR WHICH THERE IS NO SEPARATE PAY ITEM SHALL BE INCLUDED IN THE VARIOUS ITEMS OF THE CONTRACT
- 43. ALL ITEMS WILL BE BASED UPON FIELD MEASURED QUANTITIES, EXCEPT FOR THOSE NOT MEASURED FOR PAYMENT PER THE SPECIFICATIONS.

TOWNSHIP OF PISCATAWAY

THIRD AVENUE ROAD IMPROVEMENTS POSSUMTOWN ROAD TO HANCOCK ROAD, THIRD AVENUE TOWNSHIP OF PISCATAWAY MIDDLESEX COUNTY, NEW JERSEY

LEGEND AND GENERAL NOTES



NAIK CONSULTING GROUP, PC

Metroplex Plaza, 200 Metroplex Drive, Suite 403 Edison, NJ 08817 Ph: 732-777-0030 Fax: 732-777-0040



DATE: SCALE: **AS SHOWN** 01/10/2022 **DESIGNED**: CHECKED: DJP CS SHEET NO. 02 OF 52

BEAM GUIDE RAIL ANCHORAGE POINT OF BEGINNING POE CAST IRON PIPE POINT OF END **CUBIC YARDS** PVC POINT OF VERTICAL CURVATURE, POLYVI DIAMETER CHLORIDE

MPH

PGL

DEPRESSED CURB POINT OF VERTICAL INTERSECTION

DRIVEWAY RIGHT **ELEVATION RCP** REINFORCED CONCRETE PIPE

ELEV., **HIGH POINT** TC H.P. TOP OF CURB INV.

INVERT STA. STATION IRON PIN MTD MANUFACTURED TREATMENT DEVICE

LEFT, LENGTH MAX. TYPICAL LINEAR FEET WD. WOOD L.P. LOW POINT

LIMIT OF PAVING LIMIT OF MILLING MAXIMUM NO. DATE REVISIONS

ITEM (NJDOT SECTION NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	PLAN SHEET TOTALS	IF AND WHERE DIRECTED AS BUILT	CONSTRUCTION	SOIL EROSION & SEDIMENT CONTROL PLAN	METHOD OF CROSS-SECTIONS	TRAFFIC CONTROL STAGING NOTES AND SIGNS	LANDSCAPE PLAN
	ROADWAY ITEMS										
1	159	MAINTENANCE AND PROTECTION OF TRAFFIC CONTROL	L.S.	1	0	1	-	-	-	-	-
2	159	TRAFFIC DIRECTOR, MUNICIPAL POLICE	ALLOWANCE	1	0	1	-	-	-	-	-
3	160	FUEL PRICE ADJUSTMENT	DOLL	1	0	1	-	-	-	-	-
4	160	ASPHALT PRICE ADJUSTMENT	DOLL	1	0	1	-	-	-	-	-
5	201	CLEARING SITE, MOBILIZATION, DEMOBILIZATION	L.S.	1	0	1	-	-	-	-	-
6	158	SILT FENCE	L.F.	1567	1492	75	-	1492	-	-	-
7	158	INLET FILTER TYPE 2, 2'x4'	UNIT	26	24	2	-	24	-	-	-
8	159	BREAKAWAY BARRICADE	UNIT	6	5	1	-	-	-	5	-
9	159	DRUM	UNIT	57	54	3	-	-	-	54	-
10	159	CONSTRUCTION SIGNS	SF	703	669	34	-	-	-	669	-
11	202	EXCAVATION, TEST PIT	CY	250	0	250	-	-	-	-	-
12	202	EXCAVATION, UNCLASSIFIED	CY	2000	1883	117	-	-	1883	-	-
13	202	EXCAVATION, REGULATED MATERIAL	CY	100	0	100	-	-	-	-	-
14	202	DISPOSAL OF REGULATED MATERIAL	ALLOWANCE	1	0	1	-	-	-	-	_
15	302	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	SY	4288	4083	205	4083	-	-	-	_
16	401	HMA MILLING, 3" OR LESS	SY	2246	2139	107	2139	-	-	-	_
17	401	TACK COAT	GAL	655	623	32	623	-	-	-	_
18	158	HAYBALE	UNIT	30	25	5	- 023	25	-	-	
19	401	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	TON	720	685	35	685	-	_	-	
20	401	HOT MIX ASPHALT 19M64 BASE COURSE, 5" THICK	TON	1235	1174	61	1174				
21	601	15" REINFORCED CONCRETE PIPE, CLASS V	LF	379	359	20	359	-	-	-	<u>-</u>
22	601	36" REINFORCED CONCRETE PIPE, CLASS V	LF	1145	1129	16	1129	-	-	-	-
23	601	48" REINFORCED CONCRETE PIPE, CLASS V	LF	393	377	16		-	-	-	-
		INLET, TYPE B				0	377	-	-	-	-
24	602	·	UNIT	12	12	0	12	-	-	-	-
25	602	INLET, TYPE B1	UNIT	3	3	0	3	-	-	-	-
26	602	MANHOLE, 5' DIAMETER	UNIT	4	4	0	4	-	-	-	-
27	602	RESET EXISTING CASTING	UNIT	7	7	0	7	-	-	-	-
28	602	RECONSTRUCTED INLET, TYPE B, USING NEW CASTING	UNIT	3	3	0	3	-	-	-	-
29	602	BICYCLE SAFE GRATE	UNIT	4	4	0	4	-	-	-	-
30	602	CURB PIECE	UNIT	4	4	0	4	-	-	-	-
31	602	OUTLET CONTROL STRUCTURE - 1	UNIT	1	1	0	1	-	-	-	-
32	602	OUTLET CONTROL STRUCTURE - 2	UNIT	1	1	0	1	-	-	-	-
33	602	MANUFACTURED TREATMENT DEVICE - 1	UNIT	1	1	0	1	-	-	-	-
34	602	MANUFACTURED TREATMENT DEVICE - 2	UNIT	1	1	0	1	-	-	-	-
35	606	CONCRETE SIDEWALK, REINFORCED, 4" THICK	SY	1570	1530	40	1530	-	-	-	-
36	606	HOT MIX ASPHALT DRIVEWAY, VARIABLE THICKNESS	SY	180	163	17	163	-	-	-	-
37	607	9" X 16" CONCRETE VERTICAL CURB	LF	350	333	17	333	-	-	-	-
38	606	CONCRETE DRIVEWAY, REINFORCED, 6" THICK	SY	220	209	11	209	-	-	-	-
39	606	DETECTABLE WARNING SURFACE	SY	18	17	1	17	-	-	-	-
40	607	BELGIAN BLOCK CURB	LF	3530	3460	70	3460	-	-	-	_
41	610	TRAFFIC STRIPES, LONG-LIFE, THERMOPLASTIC, 4" THICK	LF	130	120	10	120	-	-	-	-
42	610	TRAFFIC STRIPES, LONG-LIFE, THERMOPLASTIC, 6" THICK	LF	1450	1412	38	1412	_	-	-	_
43	610	TRAFFIC STRIPES, LONG-LIFE, THERMOPLASTIC, 8" THICK	LF	120	110	10	110	_	-	-	_
44	610	TRAFFIC MARKING LINES, SYMBOLS	SF	55	50	5	50	-	-	-	-
45	610	TRAFFIC MARKING LINES, 24"	LF	35	32	3	32	_	-	-	_
46	612	REGULATORY AND WARNING SIGN	SF	17	13	4	17	_	-	-	
47	612	RELOCATE SIGN	EACH	Δ	3	1	3				
48	104	UNSPECIFIED CONSTRUCTION WORK	ALLOWANCE	1	0	1		-	-	-	<u>-</u>
49	804	TOPSOIL SPREADING, 5" THICK	SY	1710	1619	91	-		1619	-	-
50	806	FERTILIZING AND SEEDING, TYPE A-3	SY	1710	1619	91	-	-		-	-
51	809	STRAW MULCHING	SY	1710	1619	91	-	-	1619	-	-
-		LARGE DECIDUOUS TREE, 2-2 1/2" CALIPER, B&B (RED SUNSET MAPLE)				 	-	-	1619	-	- 14
52	811	LARGE DECIDUOUS TREE, 2-2 1/2 CALIPER, B&B (RED SUNSET MAPLE) LARGE DECIDUOUS TREE, 2-2 1/2" CALIPER, B&B (ARMSTRONG RED MAPLE)	UNIT	14	14	-	-	-	-	-	9
53	811	· · · · · · · · · · · · · · · · · · ·		9	9	-	-	-	-	-	9
54	811	LARGE DECIDUOUS TREE, 2-2 1/2" CALIPER, B&B (WHITE OAK)	UNIT	5	5 -	-	-	-	-	-	5
55	811	LARGE DECIDUOUS TREE, 2-2 1/2" CALIPER, B&B (PIN OAK)	UNIT	/	/	-	-	-	-	-	/
56	811	SMALL DECIDUOUS TREE, 2-2 1/2" CALIPER, B&B (YOSHINO CHERRY)	UNIT	13	13	-	-	-	-	-	13
57	811	SMALL DECIDUOUS TREE, 2-2 1/2" CALIPER, B&B (OKAME CHERRY)	UNIT	10	10	-	-	-	-	- '	10
58	652	4" SANITARY SEWER LATERAL, WITH CLEANOUT	LF	100	0	100	-	-	-	-	-
59	802	TREE REMOVAL, OVER 6" TO 12" DIAMETER	UNIT	3	3	-	3	-	-	-	-
	-		UNIT	I 4	I 4	_	1 4	<u>-</u>	_	_	_
60	802	TREE REMOVAL, OVER 12" TO 18" DIAMETER		7			<u> </u>	L	<u>'</u>	L	
	802 802	TREE REMOVAL, OVER 12" TO 18" DIAMETER TREE REMOVAL, OVER 18" TO 24" DIAMETER TREE REMOVAL, OVER 24" TO 30" DIAMETER	UNIT	1	1	-	1	-	-	-	-

TOWNSHIP OF PISCATAWAY

THIRD AVENUE ROAD IMPROVEMENTS
POSSUMTOWN ROAD TO HANCOCK ROAD, THIRD AVENUE
TOWNSHIP OF PISCATAWAY
MIDDLESEX COUNTY, NEW JERSEY

ESTIMATE OF QUANTITIES



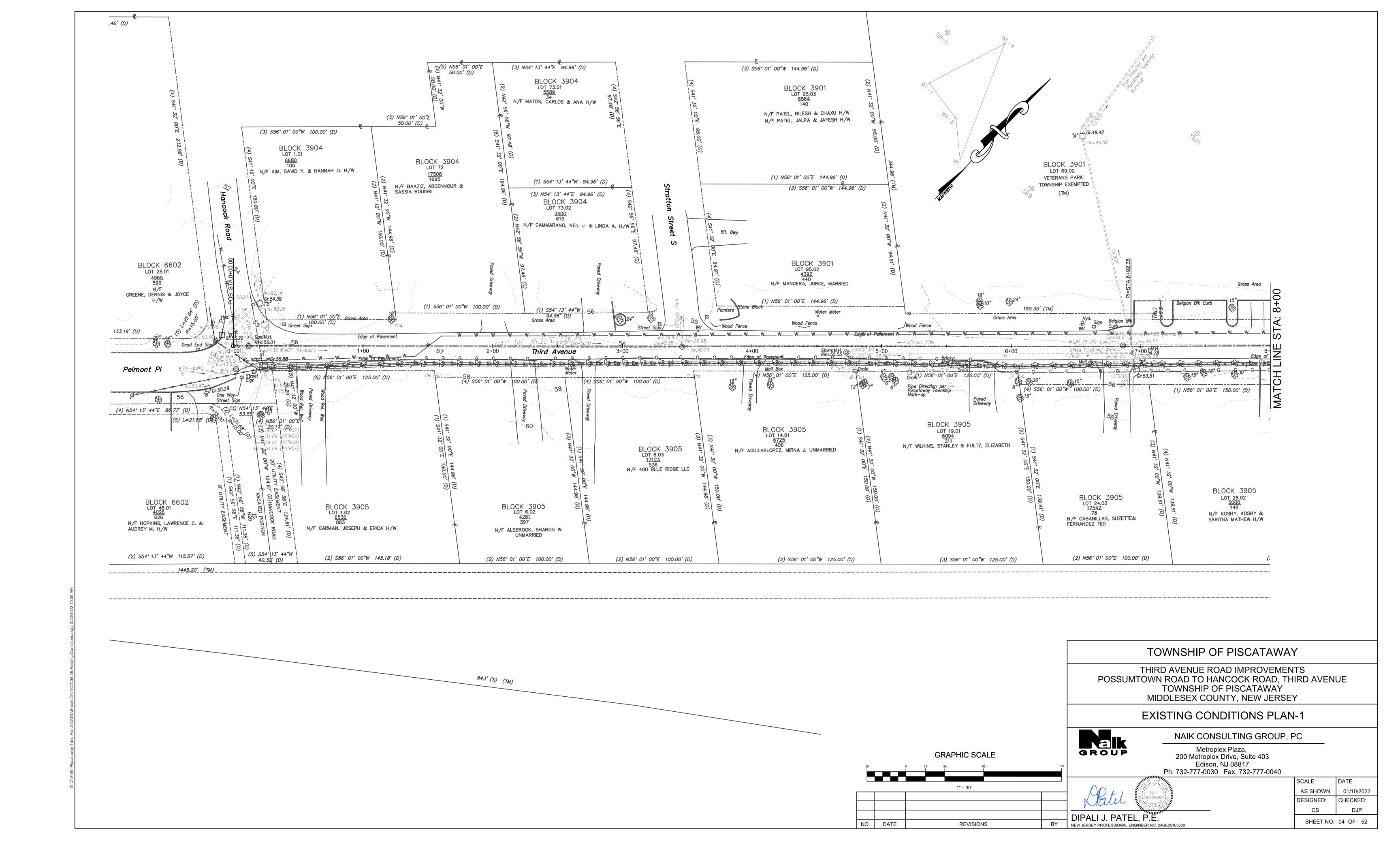
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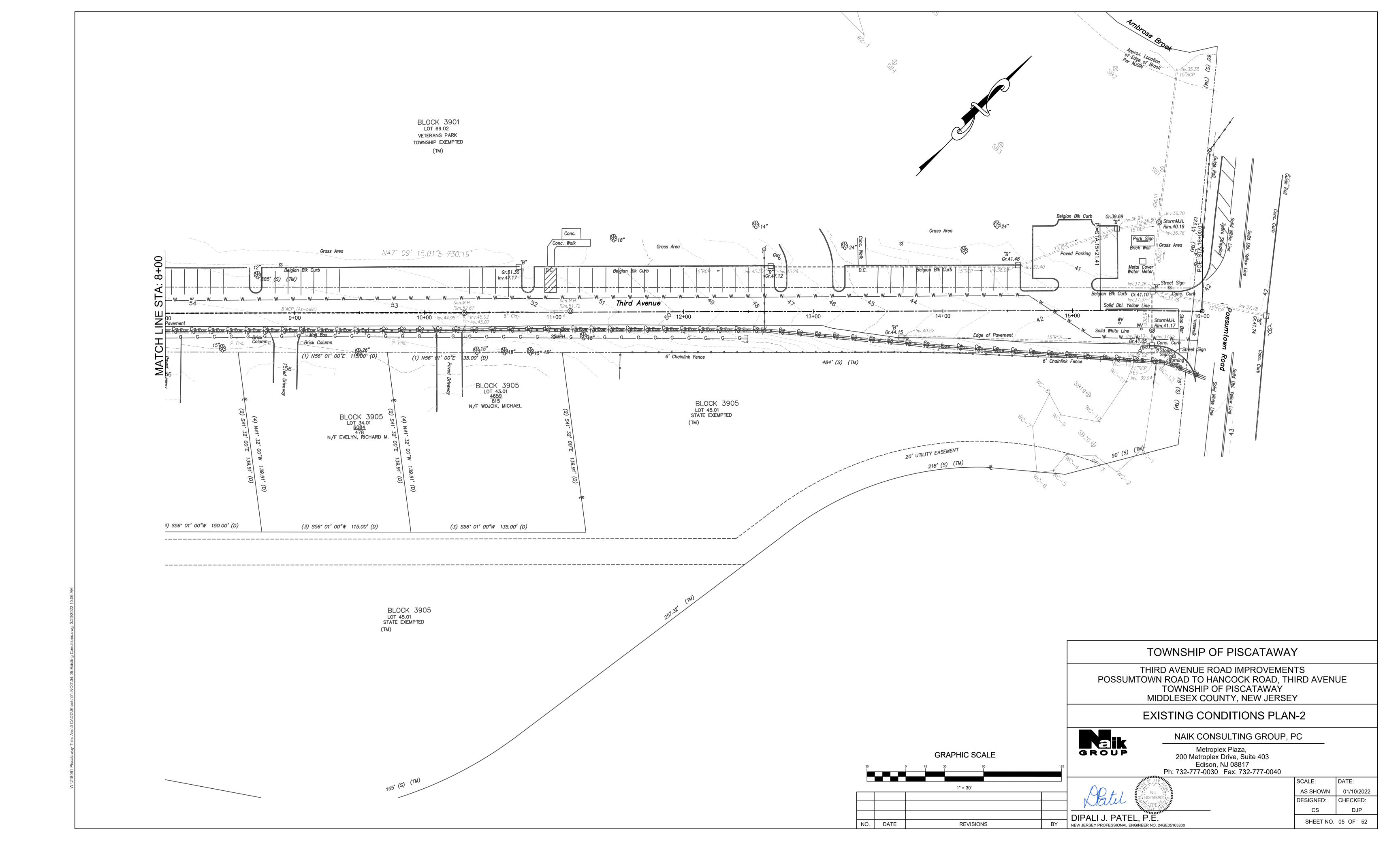
REVISIONS

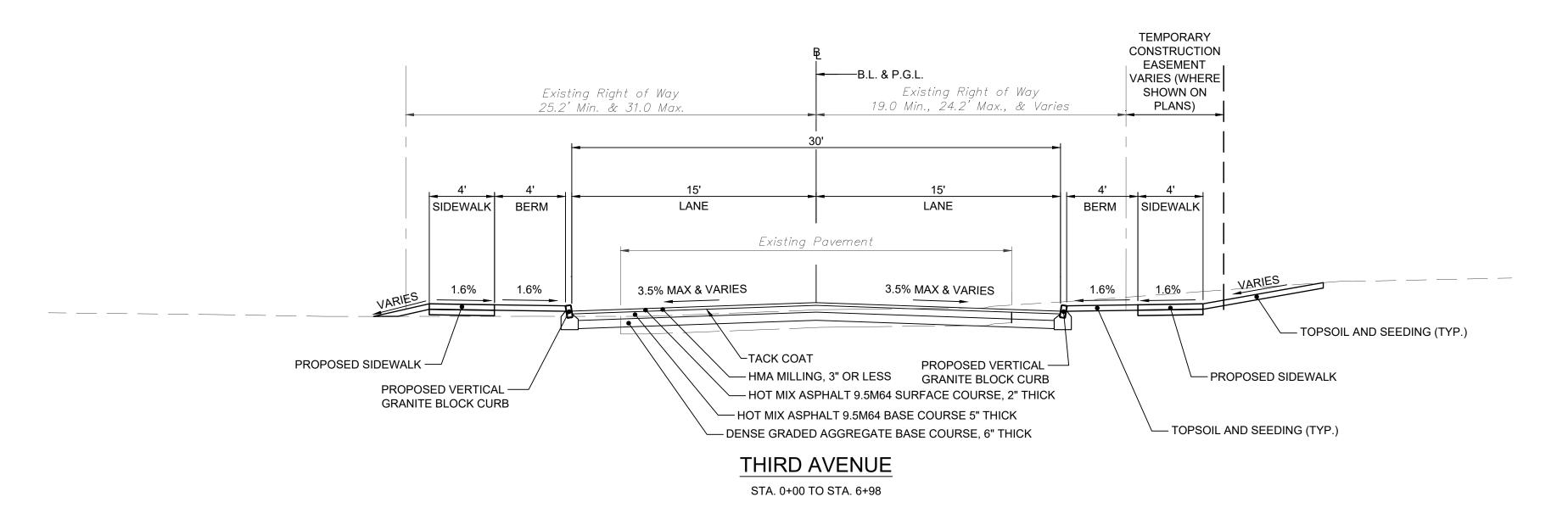
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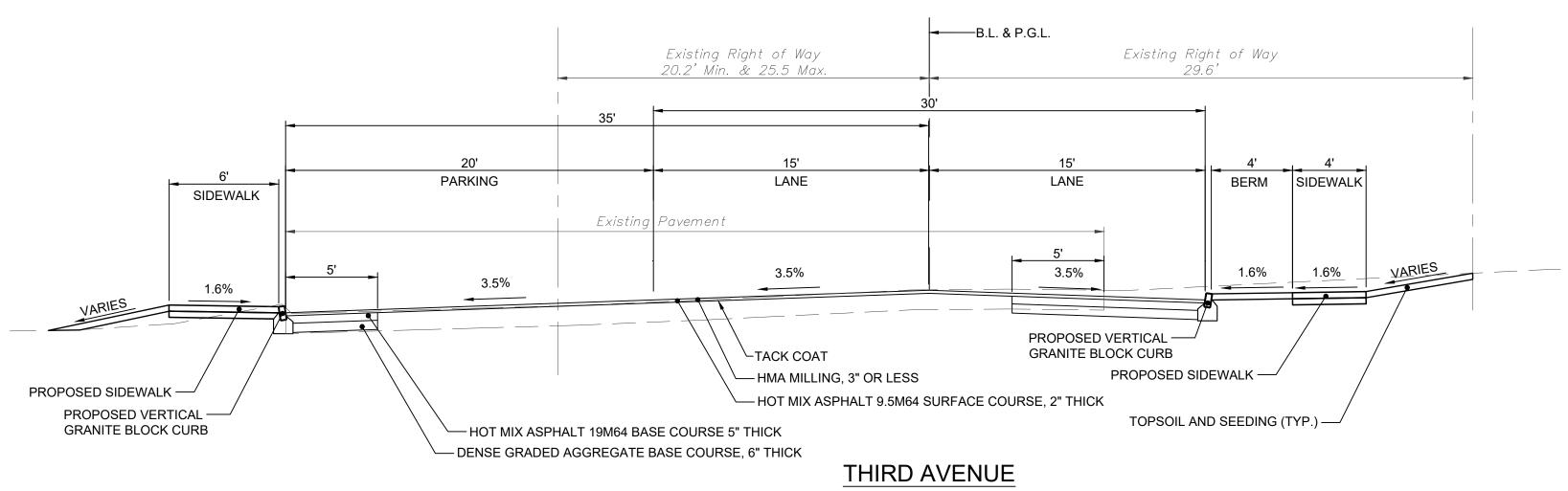


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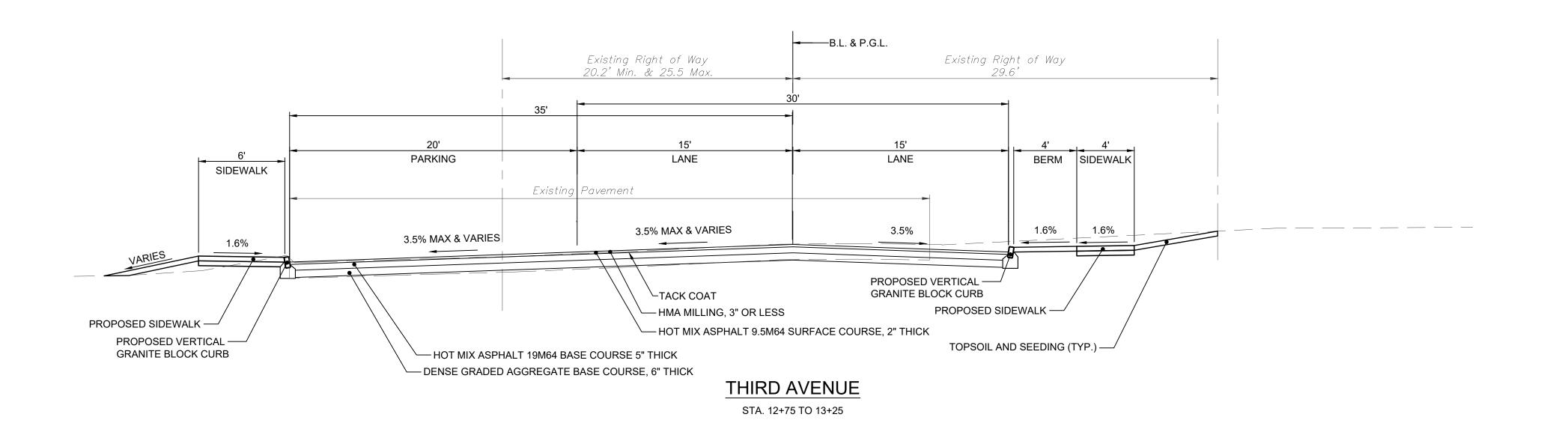


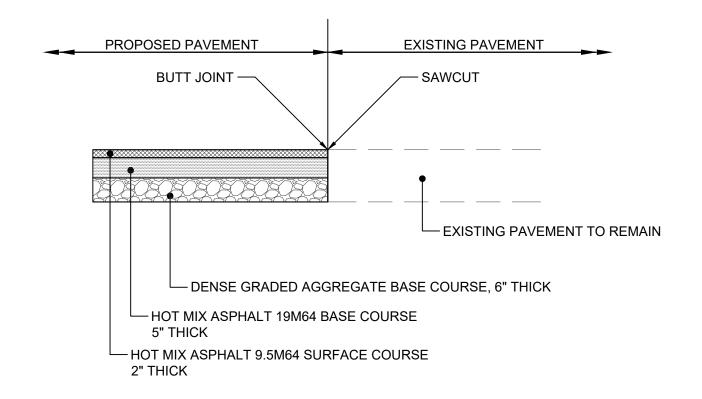




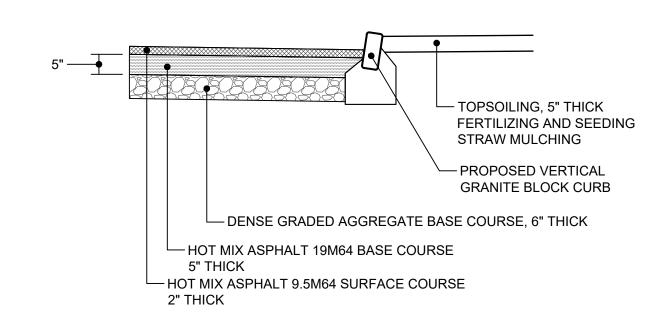


STA. 6+98 TO STA. 12+75





PAVEMENT JOINT DETAIL



EDGE OF PAVEMENT DETAIL

TOWNSHIP OF PISCATAWAY

THIRD AVENUE ROAD IMPROVEMENTS
POSSUMTOWN ROAD TO HANCOCK ROAD, THIRD AVENUE
TOWNSHIP OF PISCATAWAY
MIDDLESEX COUNTY, NEW JERSEY

TYPICAL SECTIONS-1



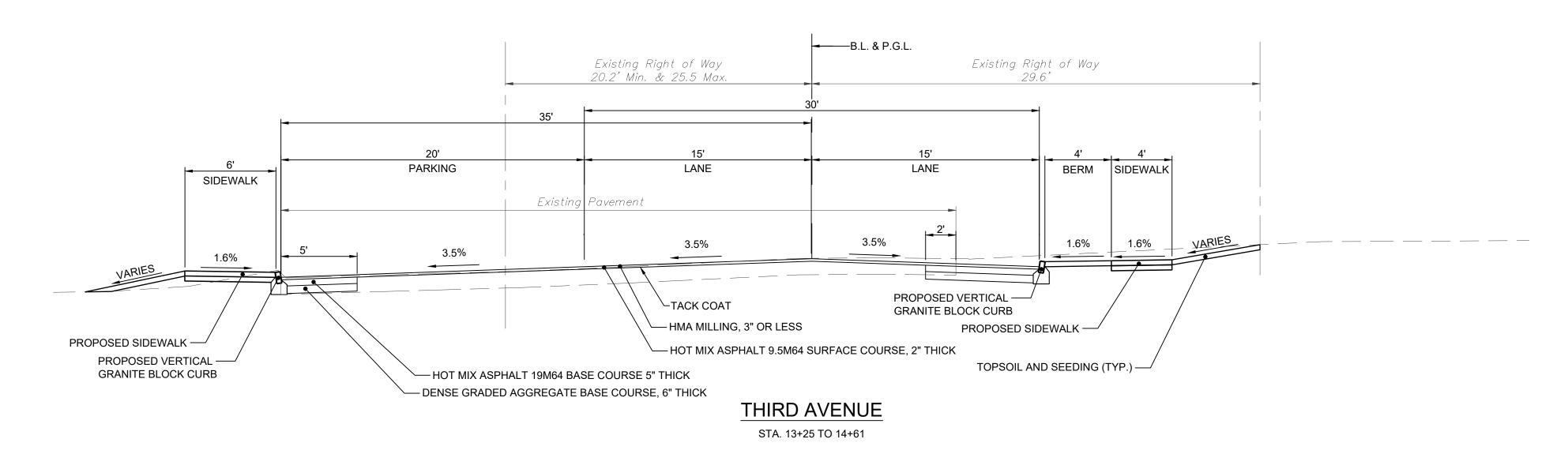
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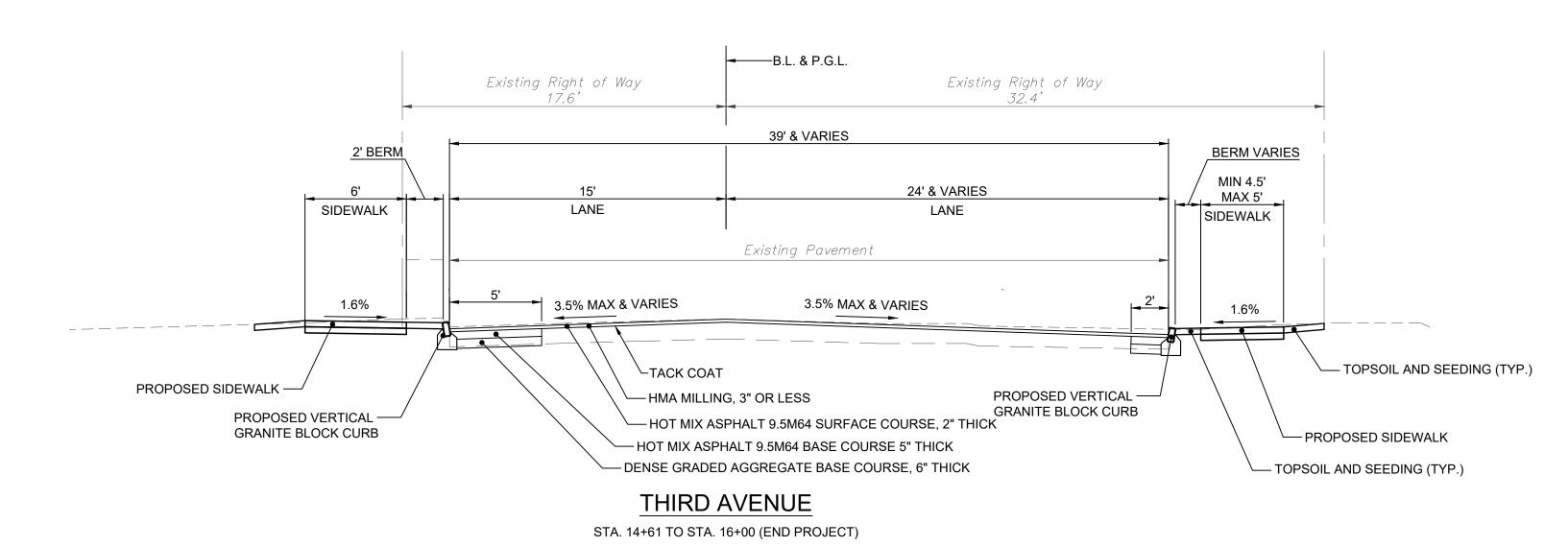
REVISIONS

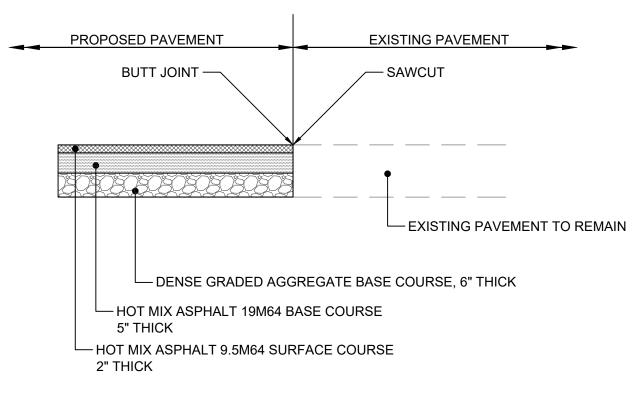
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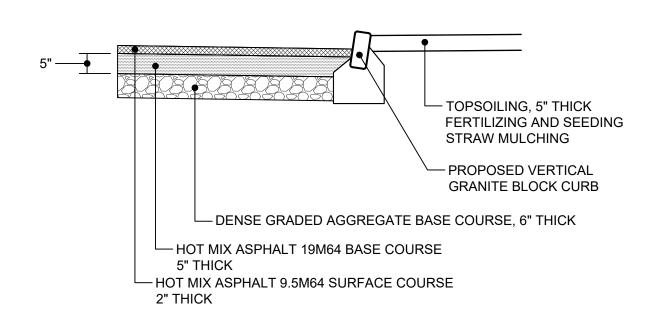
SCALE:	DATE:
1"=5'	01/10/2022
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PAVEMENT JOINT DETAIL N.T.S.



EDGE OF PAVEMENT DETAIL

TOWNSHIP OF PISCATAWAY

THIRD AVENUE ROAD IMPROVEMENTS
POSSUMTOWN ROAD TO HANCOCK ROAD, THIRD AVENUE
TOWNSHIP OF PISCATAWAY
MIDDLESEX COUNTY, NEW JERSEY

TYPICAL SECTIONS-2



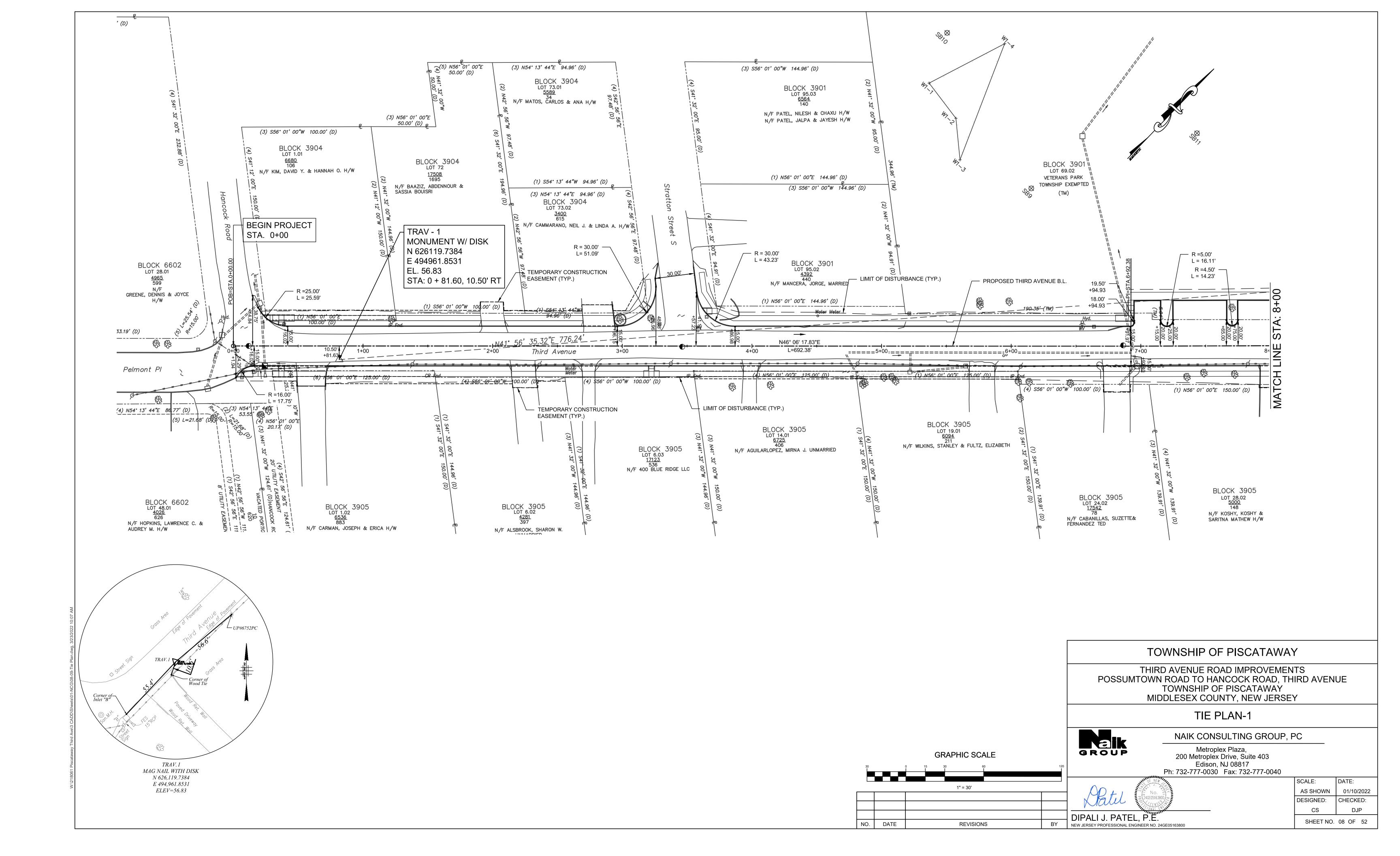
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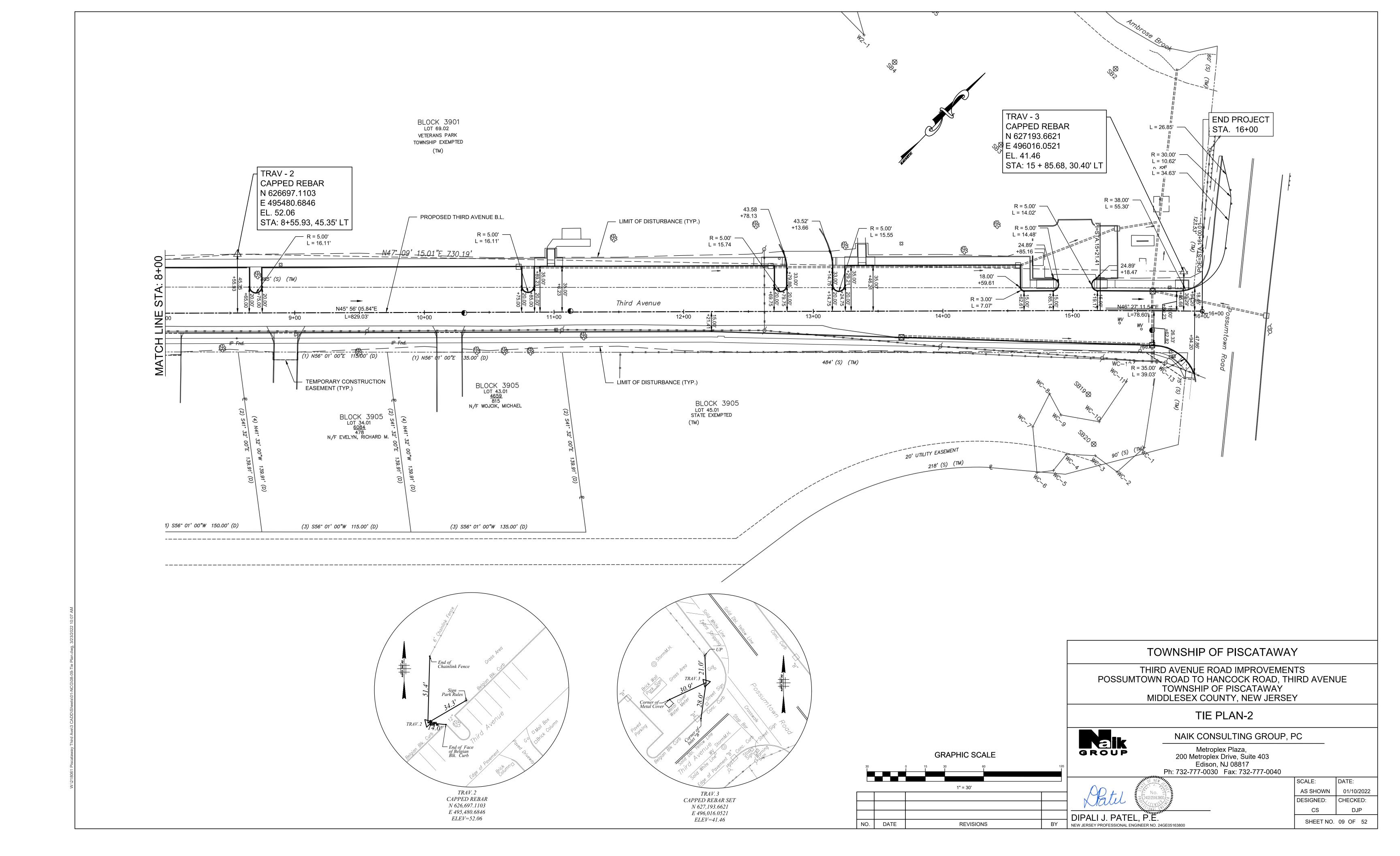
REVISIONS

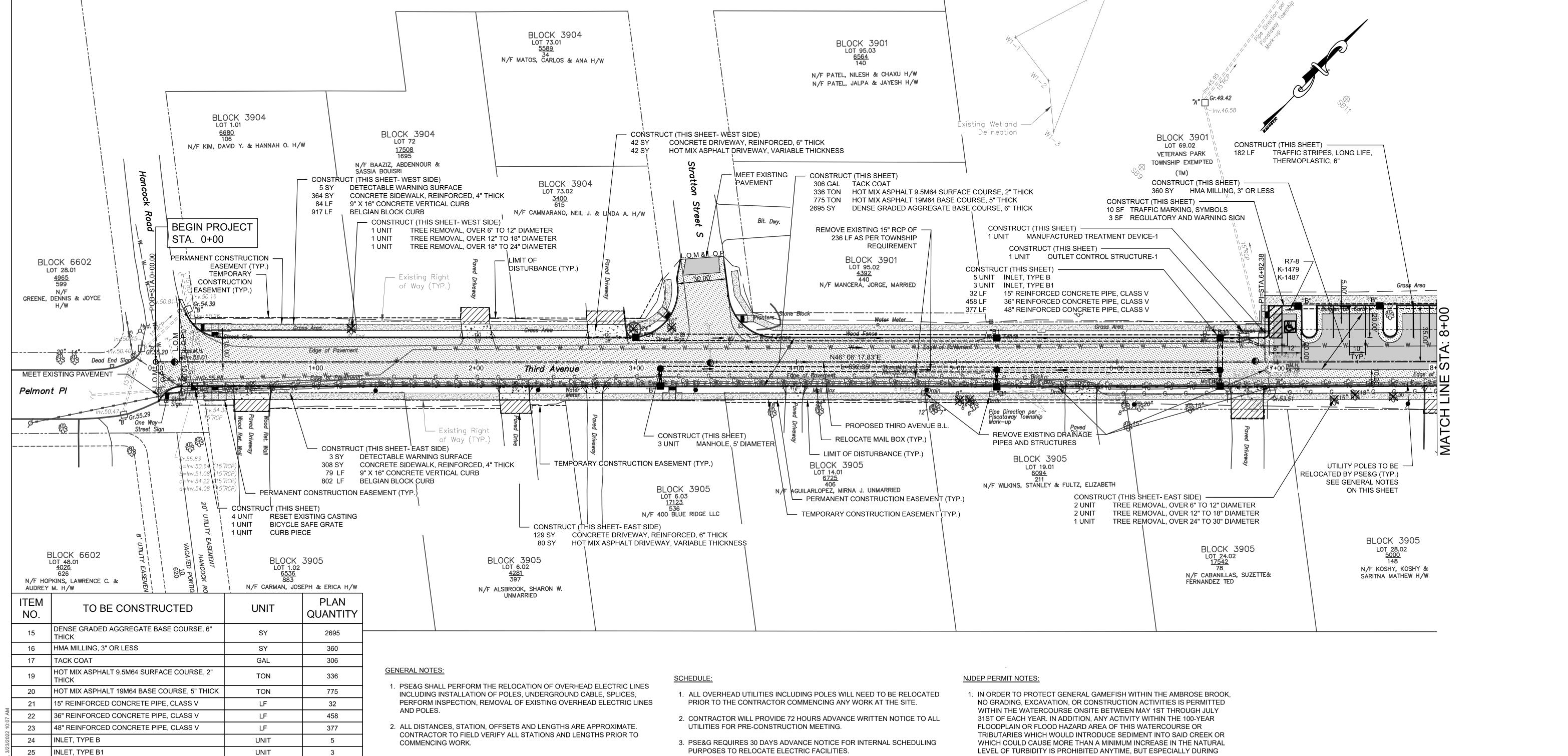
NAIK CONSULTING GROUP, PC

	Ratul 24 GE 05 16 3800 : 2
	DIPALI J. PATEL, P.E.
Y	NEW JERSEY PROFESSIONAL ENGINEER NO. 24GE05163800

SCALE: DATE: 1"=5' 01/10/2022 DESIGNED: CHECKED:
DESIGNED: CHECKED:
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3. CONTRACTOR SHALL COORDINATE THEIR WORK WITH THE OTHER UTILITY COMPANIES WHEN WITHIN PROJECT LIMITS.

MANHOLE, 5' DIAMETER

BICYCLE SAFE GRATE

CURB PIECE

THICKNESS

6" THICK

RESET EXISTING CASTING

OUTLET CONTROL STRUCTURE - 1

9" X 16" CONCRETE VERTICAL CURB

DETECTABLE WARNING SURFACE

TRAFFIC MARKING, SYMBOLS

REGULATORY AND WARNING SIGN

TREE REMOVAL, OVER 6" TO 12" DIAMETER

TREE REMOVAL, OVER 12" TO 18" DIAMETER

TREE REMOVAL, OVER 18" TO 24" DIAMETER

TREE REMOVAL, OVER 24" TO 30" DIAMETER

BELGIAN BLOCK CURB

| MANUFACTURED TREATMENT DEVICE - 1

HOT MIX ASPHALT DRIVEWAY, VARIABLE

CONCRETE SIDEWALK, REINFORCED, 4" THICK

CONCRETE DRIVEWAY, REINFORCED, 6" THICK

TRAFFIC STRIPES, LONG-LIFE, THERMOPLASTIC,

UNIT

UNIT

UNIT

UNIT

UNIT

UNIT

SY

LF

SY

SY

LF

SF

SF

UNIT

UNIT

UNIT

3

4

1

1

1

672

122

163

171

8

1719

182

10

3

3

3

26

29

30

31

33

35

36

39

40

44

46

- 4. PSE&G IS RESPONSIBLE FOR ALL CUSTOMER NOTIFICATIONS REQUIRED DUE
- 5. PSE&G SHALL COORDINATE WITH CONTRACTOR FOR MAINTENANCE AND

TO ANY POWER OUTAGES.

- PROTECTION OF TRAFFIC AS PER NJDOT REQUIREMENTS.
- 6. PSE&G WILL COORDINATE WITH THE CONTRACTOR FOR PROPOSED POLE LOCATIONS PRIOR TO COMMENCING ANY WORK AT THE SITE...
- 7. THE CONTRACTOR SHALL PROVIDE PSE&G WITH SURVEY CONTROL AND STAKE OUTS OF PROPOSED CURB, SIDEWALK, DRAINAGE PIPES AND OTHER ROADWAY FEATURES.
- 8. THE CONTRACTOR AND PSE&G WILL JOINTLY VERIFY THE LOCATION OF THE FACILITIES PRIOR TO INSTALLATION.
- 9. THE CONTRACTOR SHALL COORDINATE WITH PSE&G TO ENSURE THE PROPOSED FACILITIES DO NOT CONFLICT HORIZONTALLY OR VERTICALLY WITH OTHER PROPOSED OR EXISTING UTILITIES.
- 10. VERIZON WILL COORDINATE WITH PSE&G AND CONTRACTOR FOR REMOVAL OF EXISTING UTILITY POLES.

- 4. RELOCATION OF PSE&G ELECTRIC FACILITIES CAN ONLY BE PERFORMED BETWEEN OCTOBER AND APRIL.

- 1. PSE&G ANTICIPATES 1 MONTH TO RELOCATE THE ELECTRIC FACILITIES.
- 2. VERIZON ANTICIPATES 3 WEEKS TO RELOCATE TELEPHONE FACILITIES AND REMOVE EXISTING UTILITY POLES.
- 3. COMCAST ANTICIPATES 2 WEEKS TO RELOCATE CABLE FACILITIES.
- THIS PERIOD.
- 2. NJDEP HAS DETERMINED THAT THE RIPARIAN ZONE ADJACENT TO AMBROSE BROOK AFFECTED BY THE PROJECT IS 50 FEET FROM TOP OF THE BANK. VEGETATION WITHIN 50-FEET OF THE TOP OF BANK SHALL ONLY BE DISTURBED IN THE AREAS SPECIFICALLY SHOWN ON THE CONTRACT DRAWINGS.
- 3. THIS PROJECT CONTAINS A TRANSITION AREA WAIVER, WHICH ALLOWS ENCROACHMENT ONLY IN THE AREAS SHOWN ON THE CONSTRUCTION PLAN. ANY ADDITIONAL REGULATED ACTIVITES CONDUCTED WITHIN THE STANDARD TRANSITION AREA ON-SITE SHALL REQUIRE A SEPARATE TRANSITION AREA WAIVER FROM NJDEP.

NO. DATE

4. ADDITIONAL NJDEP PERMIT REQUIREMENTS CAN BE FOUND IN APPENDIX B OF THE SPECIFICATIONS..

REVISIONS

GRAPHIC SCALE 1" = 30'

TOWNSHIP OF PISCATAWAY

THIRD AVENUE ROAD IMPROVEMENTS POSSUMTOWN ROAD TO HANCOCK ROAD, THIRD AVENUE TOWNSHIP OF PISCATAWAY MIDDLESEX COUNTY, NEW JERSEY

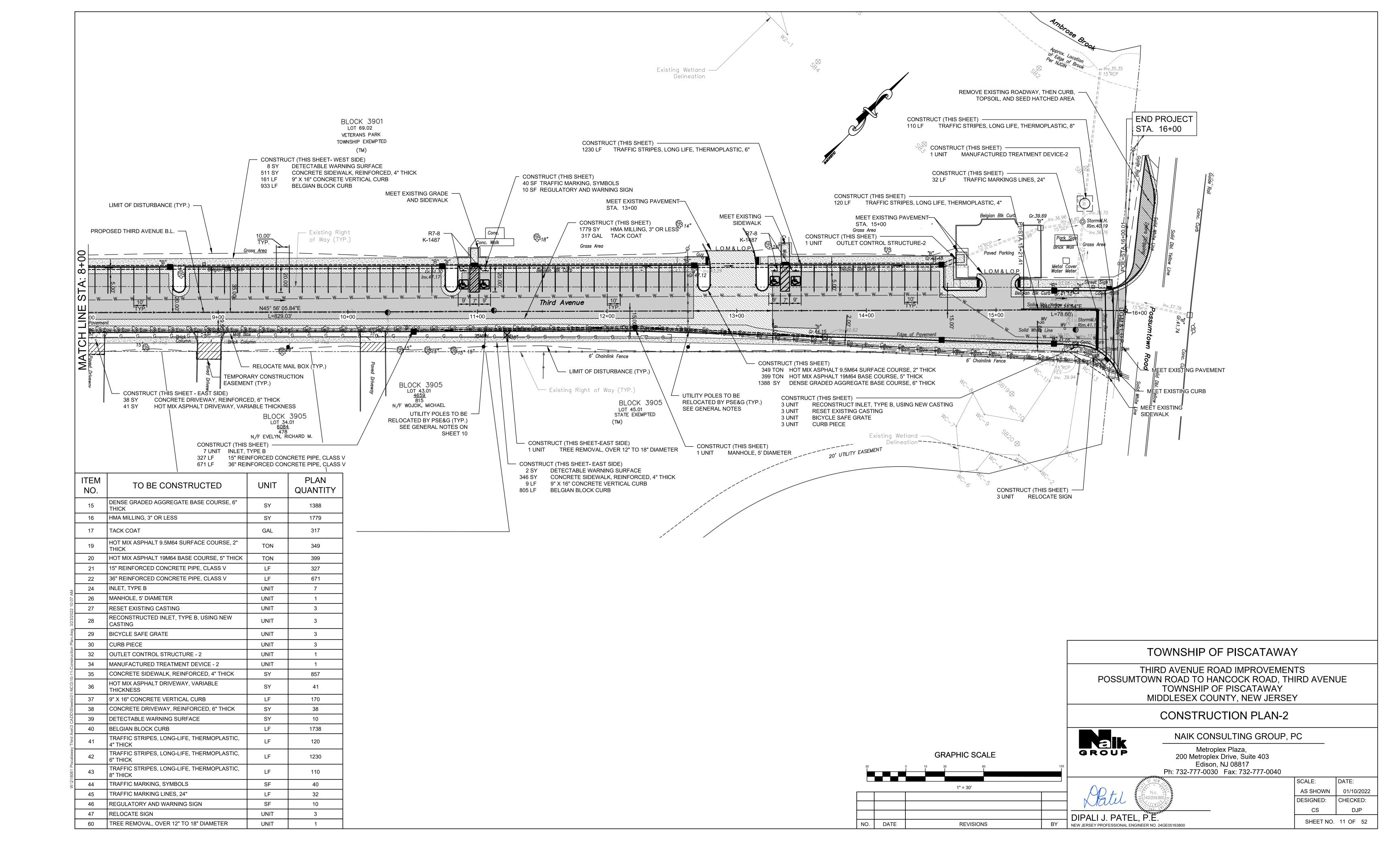
CONSTRUCTION PLAN-1

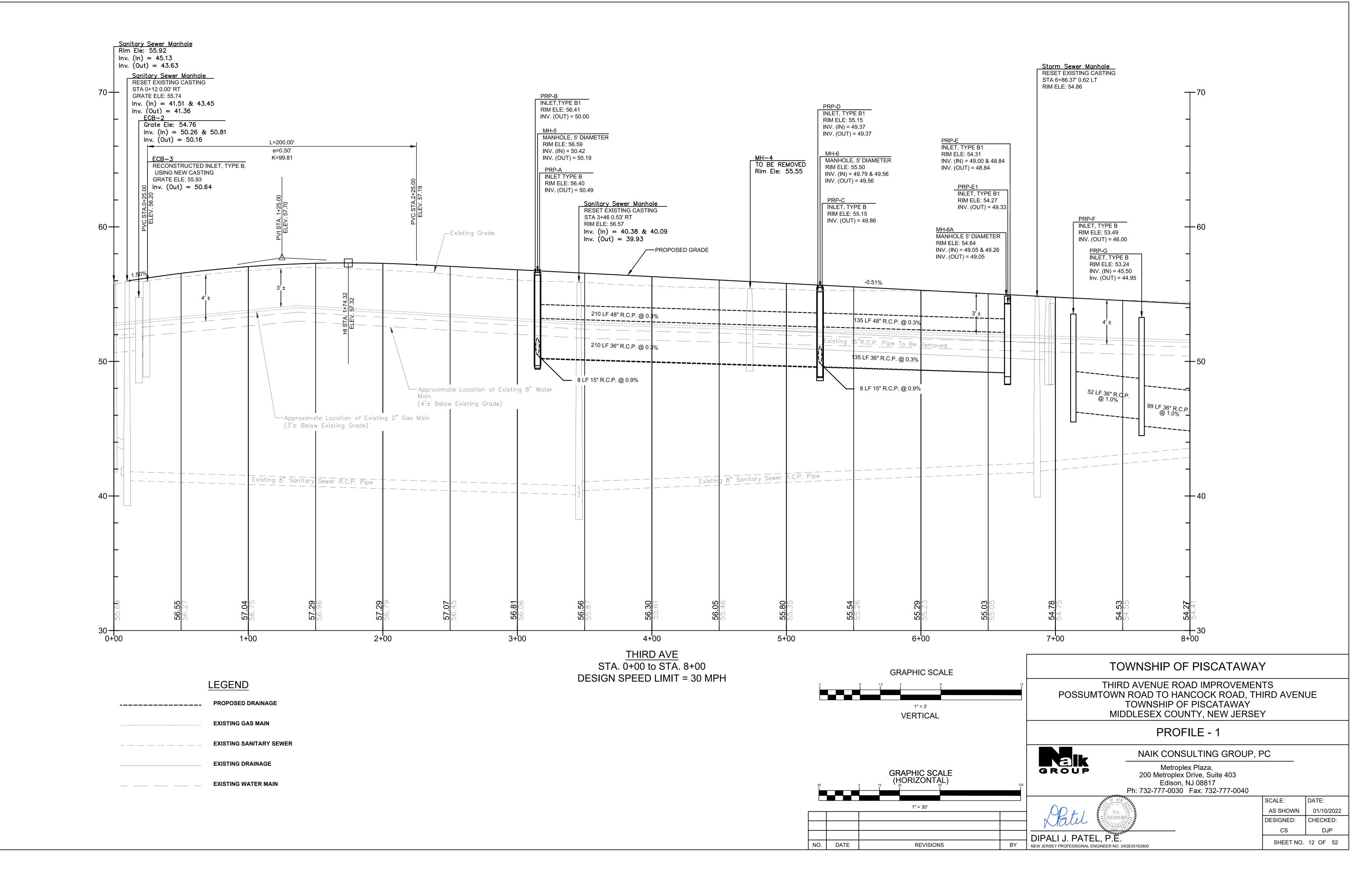


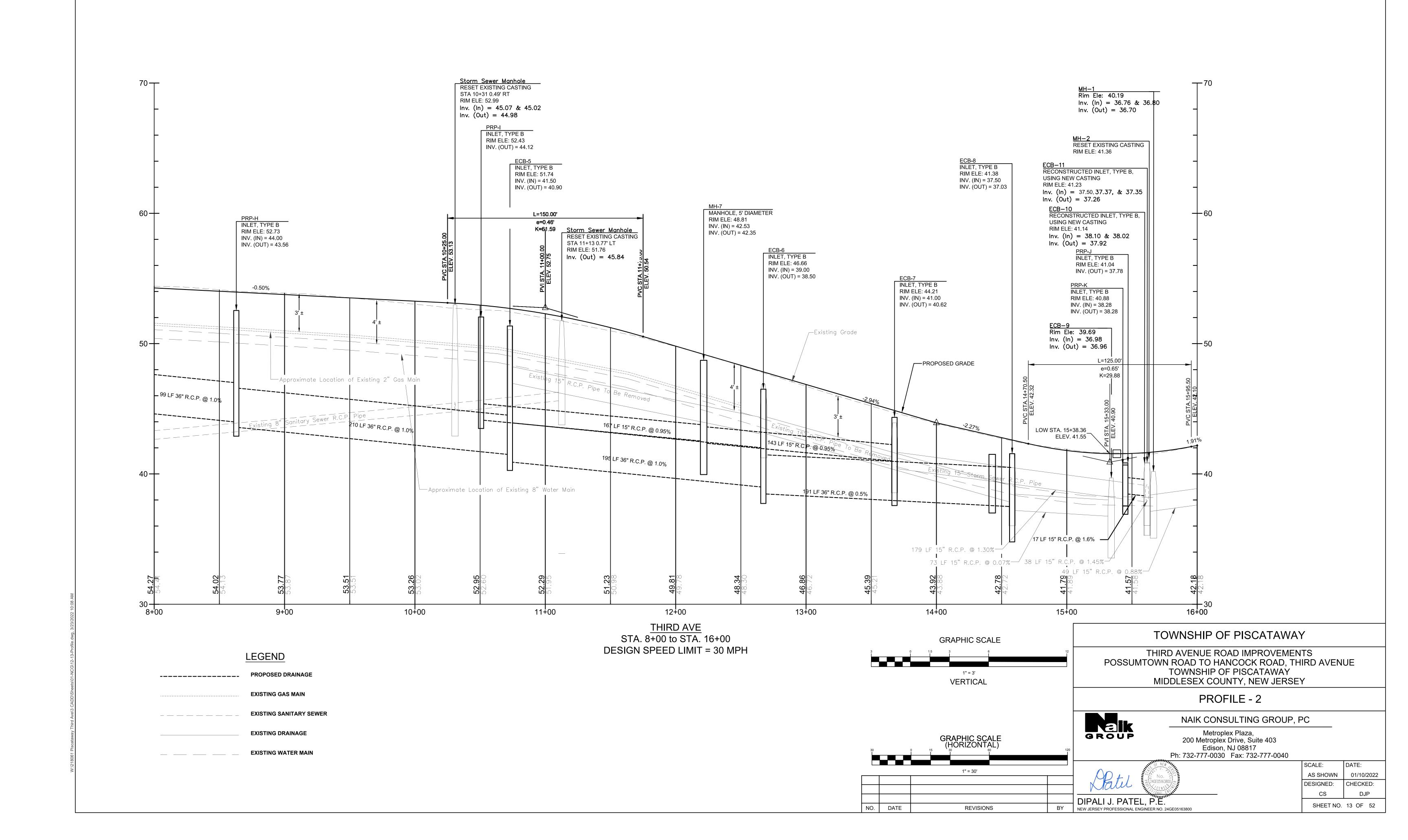
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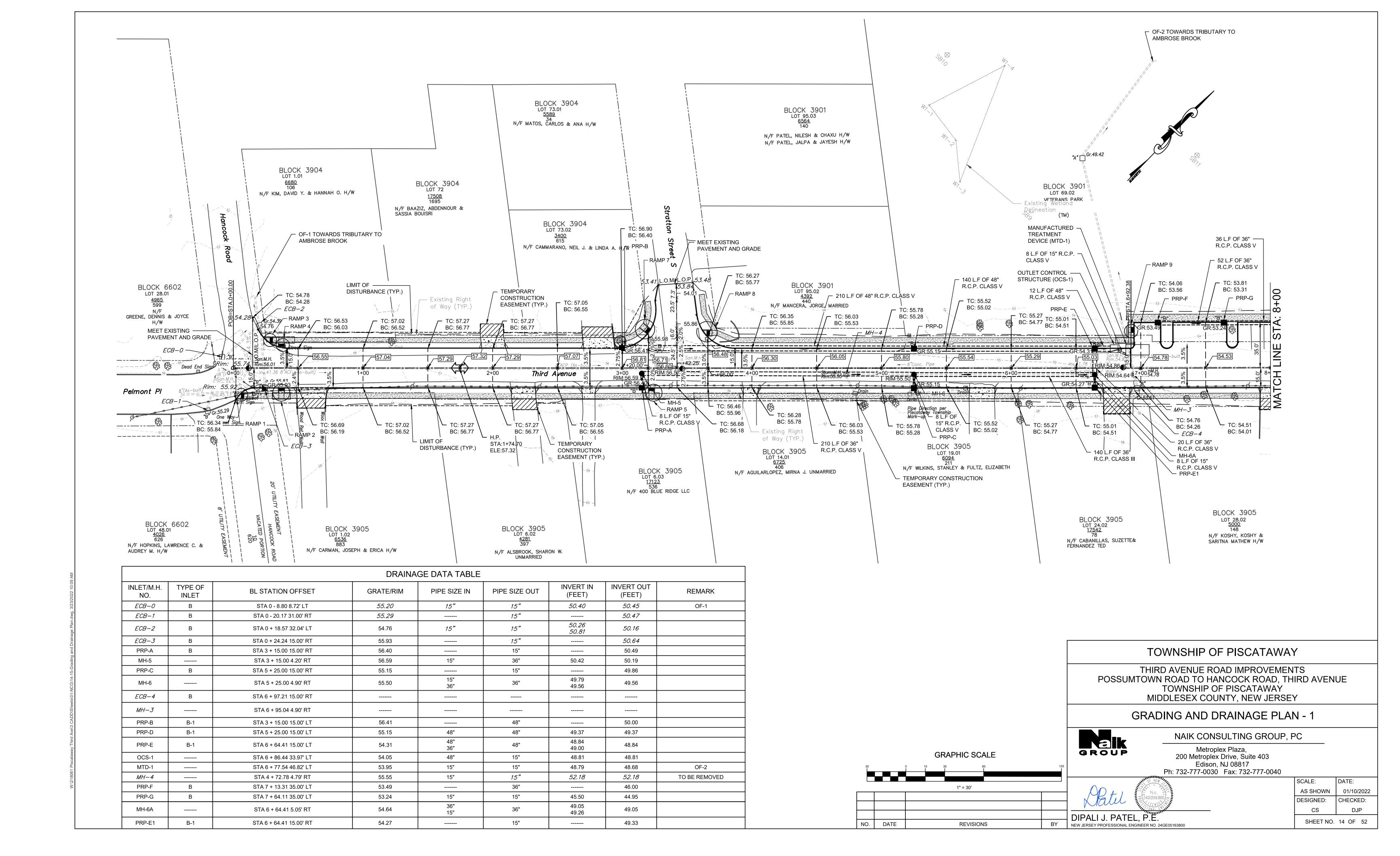


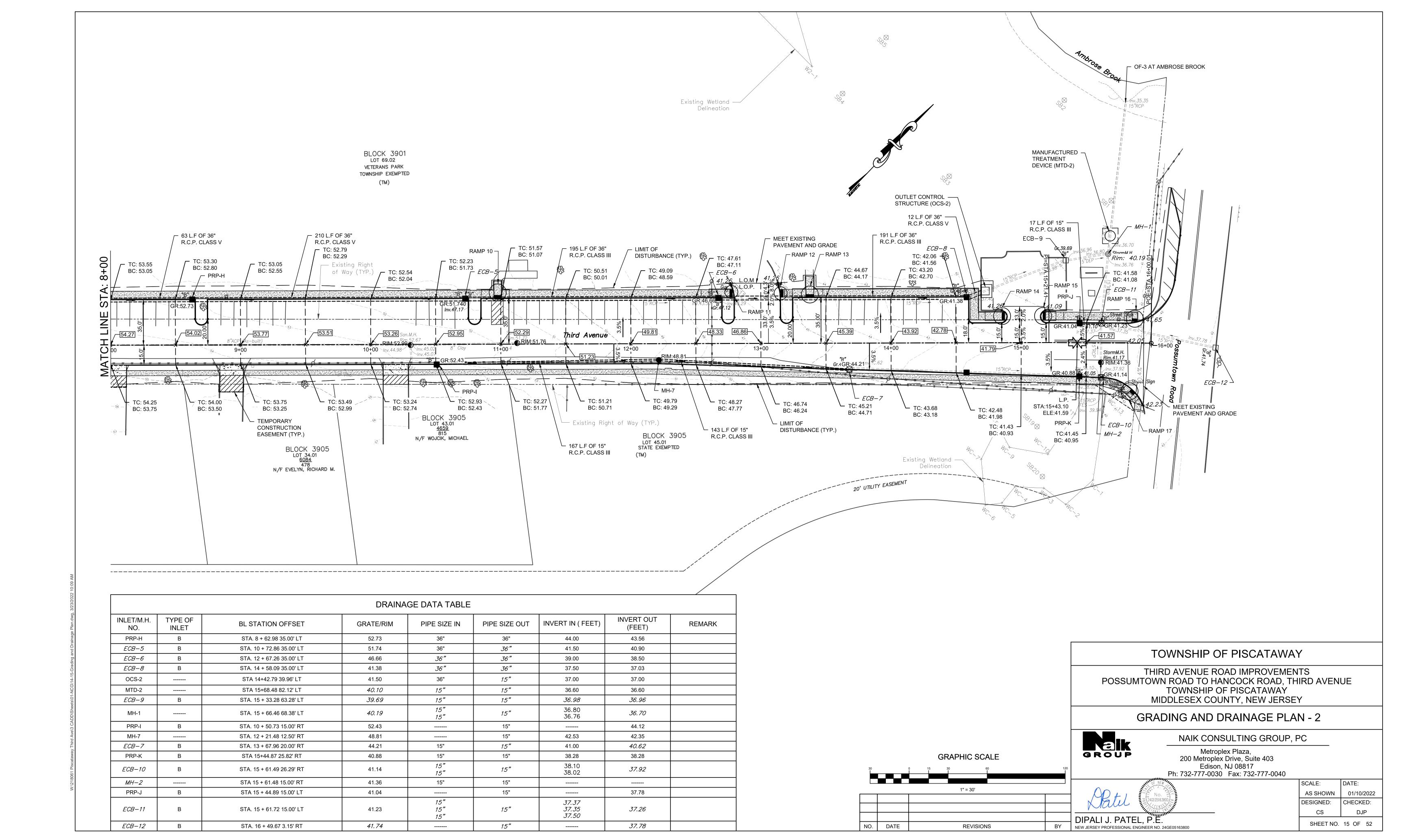
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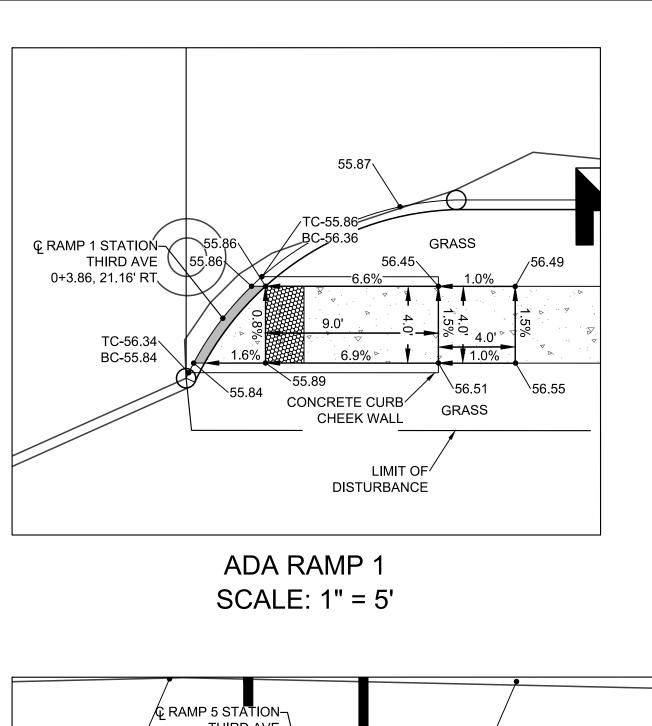


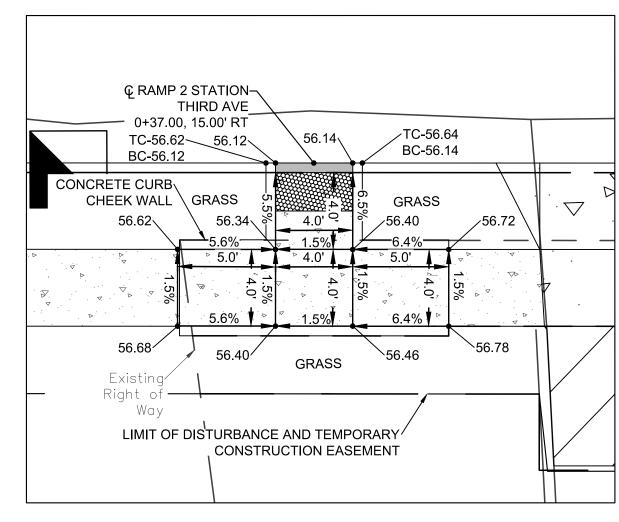








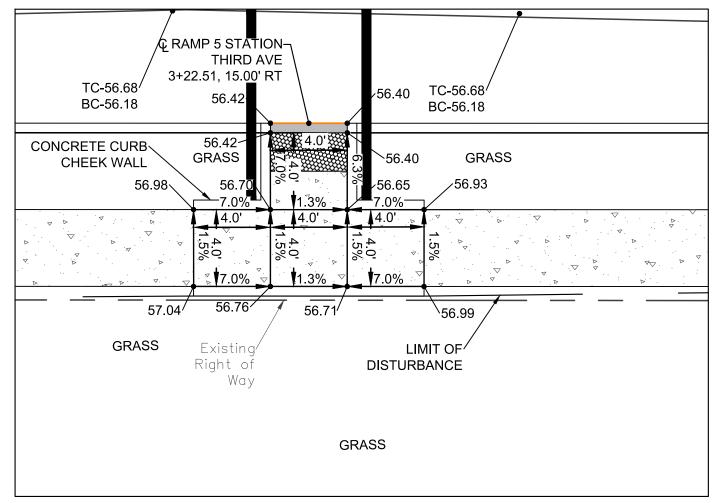


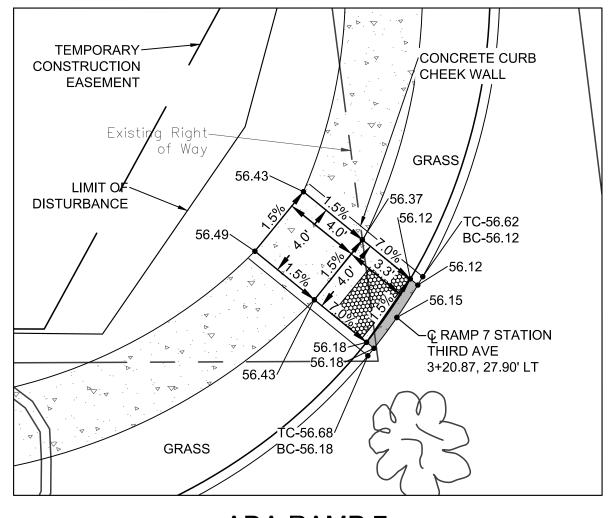


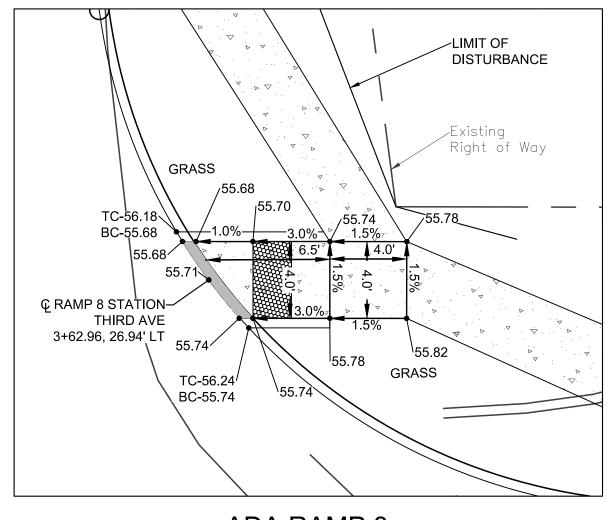
CONCRETE CURB 0+37.00, 15.44' LT

ADA RAMP 2 SCALE: 1" = 5'

ADA RAMPS 3 & 4 SCALE: 1" = 5'







LIMIT OF DISTURBANCE >53.66 CONCRETE CURB~ CHEEK WALL -Ç RAMP 9 STATION THIRD AVE 6+94.97, 29.48' LT **GRASS** ADA RAMP 9

SCALE: 1" = 5'

ADA RAMP 5 SCALE: 1" = 5'

ADA RAMP 7 SCALE: 1" = 5'

ADA RAMP 8 SCALE: 1" = 5'

NO. DATE

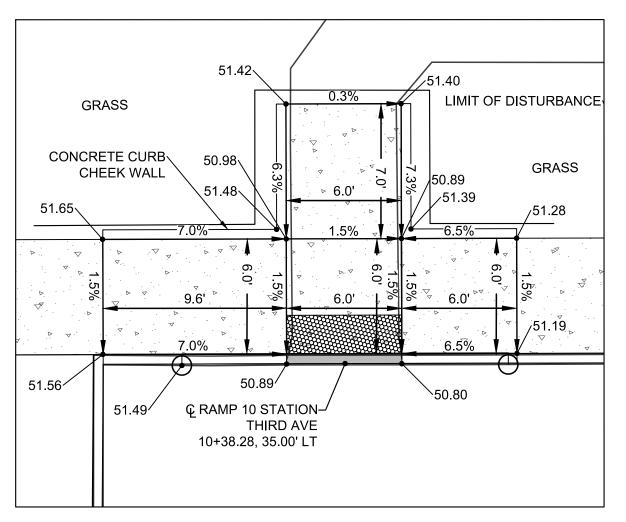
LEGEND

0.0%

DETECTABLE WARNING SURFACE

DEPRESSED CURB

- CONTRACTOR TO FOLLOW PROVIDED CURB RAMP DETAIL IN CONSTRUCTION OF ALL CURB RAMPS. ADA CURB RAMP DESIGN AND CONSTRUCTION WILL BE IN ACCORDANCE WITH THE PUBLIC RIGHTS OF WAY ACCESS & ENTRY GUIDELINES (PROWAG) AND AMERICANS WITH
- US ACCESS BOARD'S GUIDELINES FOR ACCESSIBLE PUBLIC RIGHT-OF-WAY
- AN AS-BUILT PLAN AND CERTIFICATION SHALL BE PROVIDED BY THE CONTRACTOR AFTER INSTALLATION OF THE CURB RAMPS STATING THE CURB RAMP WAS INSTALLED IN ACCORDANCE WITH THE REVISED ADA REGULATIONS IMPLEMENTING TITLE II AND THE 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN REQUIREMENTS . THIS CERTIFICATION SHALL INCLUDE THE AS-BUILT PLAN LAYOUT OF EACH RAMP AND BE SIGNED BY THE CONTRACTOR, AND SIGNED AND SEALED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF NEW JERSEY, RETAINED BY THE CONTRACTOR. THE AS-BUILT PLAN SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING INFORMATION: SPOT ELEVATIONS, GRADES, SLOPES, CROSS SLOPES, RUNNING SLOPES, ETC.
- RAMP(S) IS COMPLETED AND THE AS-BUILT DRAWINGS AND CERTIFICATION HAVE BEEN SUBMITTED TO THE ENGINEER. THE ENGINEER SHALL THEN CHECK THE INITIAL WORKING DRAWING AND AS-BUILT FOR COMPLIANCE WITH THE ADA REGULATIONS.



ADA RAMP 10 SCALE: 1" = 5'

THIRD AVENUE ROAD IMPROVEMENTS POSSUMTOWN ROAD TO HANCOCK ROAD, THIRD AVENUE TOWNSHIP OF PISCATAWAY MIDDLESEX COUNTY, NEW JERSEY



GRAPHIC SCALE

1" = 50'

REVISIONS

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SLOPE ARROW

SIDEWALK

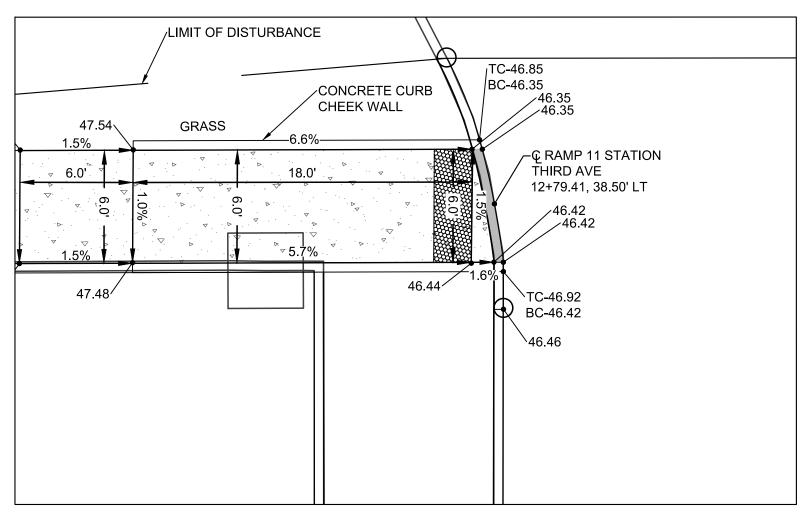
DISABILITIES ACT(ADA).

PLAN HAS BEEN DESIGNED TO MEET THE REQUIREMENTS SET FORTH IN THE AND THE US D.O.J.'S 2010 STANDARDS FOR ACCESSIBLE DESIGN.

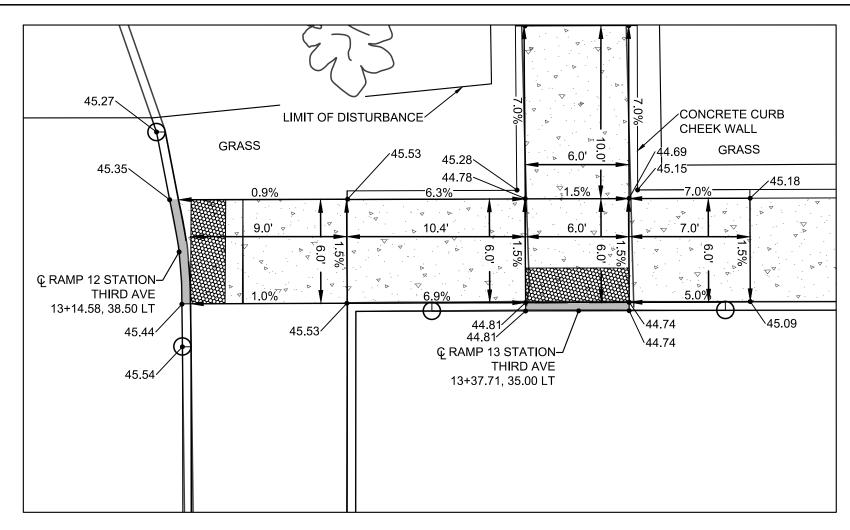
A TOWNSHIP REPRESENTATIVE SHALL BOT INSPECT THE RAMP(S) UNTIL THE



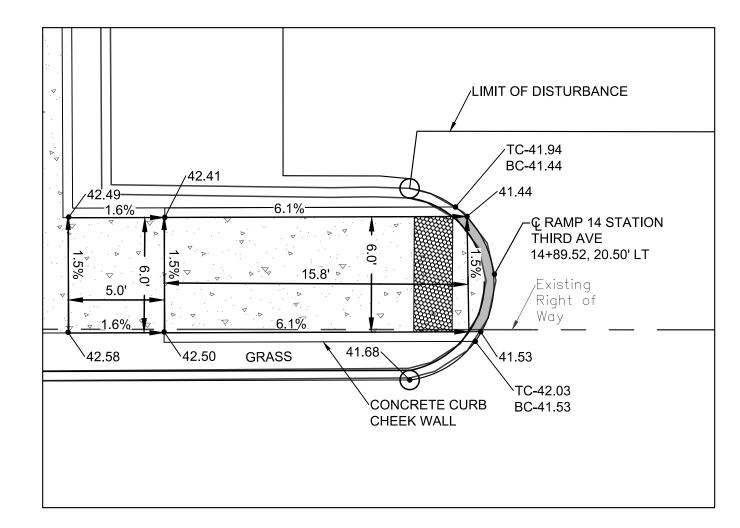
CURB RAMP DETAIL-1



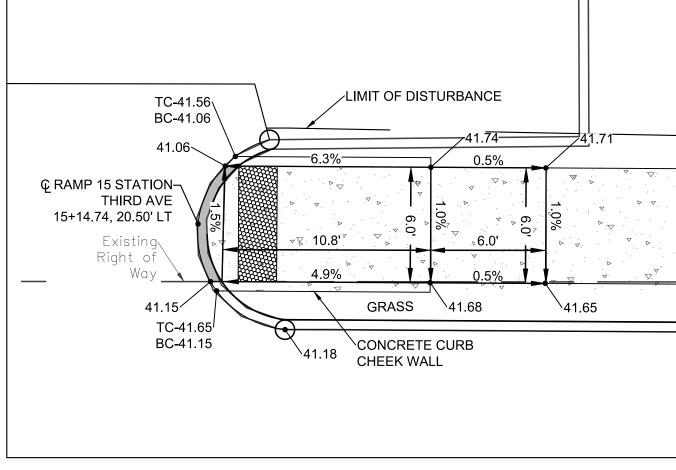
ADA RAMP 11 SCALE: 1" = 5'



ADA RAMP 12 & 13 SCALE: 1" = 5'

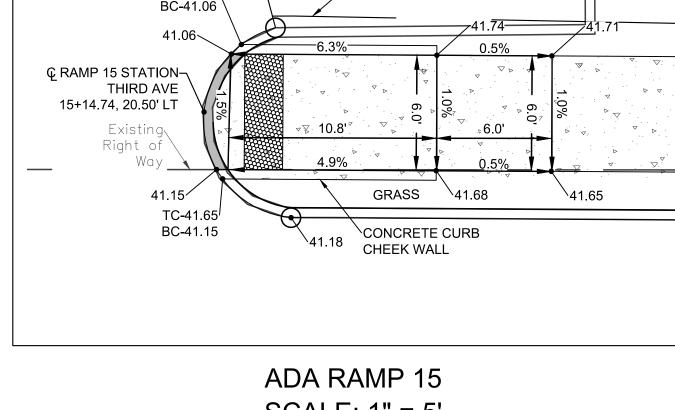


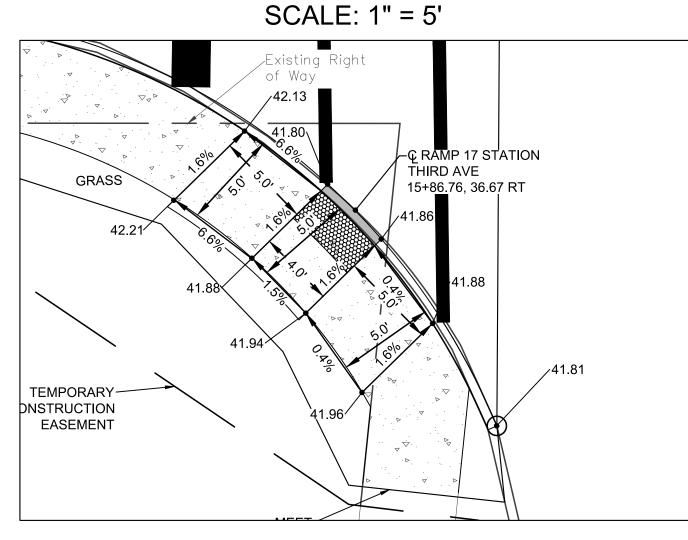
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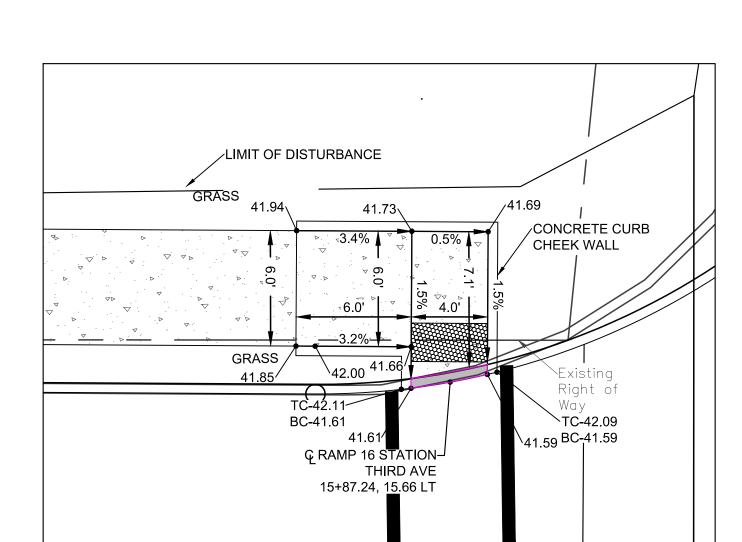


SCALE: 1" = 5' -Ç RAMP 17 STATION THIRD AVE 15+86.76, 36.67 RT 42.21 TEMPORARY—— DNSTRUCTION EASEMENT

ADA RAMP 17 SCALE: 1" = 5'







ADA RAMP 16 SCALE: 1" = 5'

LEGEND

SLOPE ARROW

SIDEWALK



DETECTABLE WARNING SURFACE

DEPRESSED CURB

- CONTRACTOR TO FOLLOW PROVIDED CURB RAMP DETAIL IN CONSTRUCTION OF ALL CURB RAMPS. ADA CURB RAMP DESIGN AND CONSTRUCTION WILL BE IN ACCORDANCE WITH THE PUBLIC RIGHTS OF WAY ACCESS & ENTRY GUIDELINES (PROWAG) AND AMERICANS WITH DISABILITIES ACT(ADA).
- PLAN HAS BEEN DESIGNED TO MEET THE REQUIREMENTS SET FORTH IN THE US ACCESS BOARD'S GUIDELINES FOR ACCESSIBLE PUBLIC RIGHT-OF-WAY AND THE US D.O.J.'S 2010 STANDARDS FOR ACCESSIBLE DESIGN.
- AN AS-BUILT PLAN AND CERTIFICATION SHALL BE PROVIDED BY THE CONTRACTOR AFTER INSTALLATION OF THE CURB RAMPS STATING THE CURB RAMP WAS INSTALLED IN ACCORDANCE WITH THE REVISED ADA REGULATIONS IMPLEMENTING TITLE II AND THE 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN REQUIREMENTS . THIS CERTIFICATION SHALL INCLUDE THE AS-BUILT PLAN LAYOUT OF EACH RAMP AND BE SIGNED BY THE CONTRACTOR, AND SIGNED AND SEALED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF NEW JERSEY, RETAINED BY THE CONTRACTOR. THE AS-BUILT PLAN SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING INFORMATION: SPOT ELEVATIONS, GRADES, SLOPES, CROSS SLOPES, RUNNING SLOPES, ETC.
- 4. A TOWNSHIP REPRESENTATIVE SHALL BOT INSPECT THE RAMP(S) UNTIL THE RAMP(S) IS COMPLETED AND THE AS-BUILT DRAWINGS AND CERTIFICATION HAVE BEEN SUBMITTED TO THE ENGINEER. THE ENGINEER SHALL THEN CHECK THE INITIAL WORKING DRAWING AND AS-BUILT FOR COMPLIANCE WITH THE ADA REGULATIONS.

TOWNSHIP OF PISCATAWAY

THIRD AVENUE ROAD IMPROVEMENTS POSSUMTOWN ROAD TO HANCOCK ROAD, THIRD AVENUE TOWNSHIP OF PISCATAWAY MIDDLESEX COUNTY, NEW JERSEY

CURB RAMP DETAIL-2



NAIK CONSULTING GROUP, PC

Metroplex Plaza, 200 Metroplex Drive, Suite 403 Edison, NJ 08817 Ph: 732-777-0030 Fax: 732-777-0040



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1" = 50'

REVISIONS

- 2. ADVANCE WARNING SIGNS, DISTANCES, AND TAPER LENGTHS MAY BE EXTENDED, AT DIRECTION OF THE ENGINEER, TO ADJUST FOR REDUCED VISIBILITY DUE TO HORIZONTAL AND VERTICAL CURVATURE OF THE ROADWAY.
- 3. RAMPS AND/OR SIDE STREETS ENTERING THE ROADWAY AFTER THE FIRST ADVANCE WARNING SIGN SHALL BE PROVIDED WITH AT LEAST ONE W20-IF SIGN (ROAD WORK AHEAD) AS A MINIMUM.
- 4. ALL EXISTING ROAD SIGNS, PAVEMENT MARKINGS AND/OR PLOWABLE PAVEMENT REFLECTORS WHICH CONFLICT WITH THE PROPOSED TRAFFIC CONTROL PLAN SHALL BE COVERED, REMOVED OR RELOCATED AS DIRECTED BY THE ENGINEER.
- 5. MAINTENANCE AND PROTECTION OF TRAFFIC TO BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES - PART VI "STANDARDS AND GUIDES FOR TRAFFIC CONTROL FOR STREET AND HIGHWAY CONSTRUCTION, MAINTENANCE, UTILITY, AND INCIDENT MANAGEMENT OPERATIONS", UNLESS OTHERWISE NOTED IN THE PLANS AND SPECIFICATIONS, AND SHALL BE APPROVED BY THE ENGINEER.
- 6. CONSTRUCTION SIGN W99-2 (GIVE US A BRAKE) SHALL BE LOCATED 200 FEET IN ADVANCE OF PROJECT LIMITS.
- 7. A W1-6 (ARROW) SIGN MOUNTED ON A BREAKAWAY BARRICADE AND CENTERED ON THE CLOSED WIDTH SHALL BE LOCATED 100 FEET BEYOND EACH INTERSECTION OR MAIN ACCESS POINT WITHIN THE AREA OF A LANE OR SHOULDER CLOSURE.
- 8. CONSTRUCTION SIGNS W8-9A (SYMBOL FOR UNEVEN PAVEMENT) AND W8-14A (GROOVED PAVEMENT) TO BE USED WHEN SUCH PAVEMENT CONDITIONS EXIST. THE PLACEMENT OF THESE SIGNS SHALL BE AS DIRECTED BY THE ENGINEER.
- 9. THE CONTRACTOR SHALL SUBMIT A PLAN FOR THE SAFE ACCESS OF CONSTRUCTION VEHICLES THROUGHOUT THE WORK SITE WHERE SPACE CONSTRAINTS PREVENT THE USE OF LANE CLOSURES. THE PLAN TO BE SUBMITTED TO THE ENGINEER AS DETAILED IN THE SPECIFICATIONS.
- 10. TRAFFIC SAFETY SERVICES SHALL BE USED IN ACCORDANCE WITH THE NJDOT STANDARD SPECIFICATIONS FOR TRAFFIC CONTROL, SECTION 159.
- 11. WHERE REQUIRED, THE CONTRACTOR SHALL MAKE PROVISIONS FOR MAINTAINING ADA COMPLIANT PEDESTRIAN CROSSING LOCATIONS AND TYPE AS DIRECTED BY THE ENGINEER.
- 12. HMA PLACED DURING THE VARIOUS CONSTRUCTION STAGES SHALL BE TRANSITIONED ON A MINIMUM 20H: 1V SLOPE TO MEET THE ADJACENT EXISTING GRADE AT THE LONGITUDINAL AND TRANSVERSE LIMITS OF THE STAGE CONSTRUCTION AREAS UNLESS OTHERWISE NOTED ON THE STAGE CONSTRUCTION PLANS.
- 13. THE SPEED LIMIT SIGN, R2-1 (BLACK ON WHITE) WITH ADDED WORK ZONE PLATE (BLACK ON ORANGE) SIGNS TO BE LOCATED THROUGH WORK AREAS AS DIRECTED BY THE ENGINEER.
- 14. THE REDUCED SPEED AHEAD SIGN, W3-5(S) (BLACK ON ORANGE) SHALL BE LOCATED IN ADVANCE OF SPEED LIMIT R2-1 SIGNS WHICH REDUCE THE NORMAL POSTED SPEED LIMIT THROUGH THE CONSTRUCTION ZONE.
- 15. TRAFFIC FINES DOUBLED IN WORK AREA R(NJ)5-17(S), 4 FEET BY 2.5 FEET SIGN SHALL BE LOCATED AFTER THE FIRST ADVANCE WARNING SIGN. (W20 SERIES) AT EACH WORK AREA LOCATED WITHIN URBAN AREAS. THIS SIGN TO ALSO BE USED ON PROJECTS REQUIRING MOVING OPERATIONS IN WHICH CASE THE SIGN IS TO BE MOUNTED ON A SLOW MOVING CONSTRUCTION VEHICLE.
- 16. DO NOT CONSTRUCT THE FINAL HMA SURFACE PAVEMENT UNTIL THE FINAL STAGE OF THE PROJECT UNLESS OTHERWISE DIRECTED BY THE ENGINEER OR INDICATED ON THE PLANS. SET MANHOLES AND INLETS TO FINISHED GRADE AND CONSTRUCT TEMPORARY PAVEMENT RAMPS AROUND THEM WITH MINIMUM 20H:1V SLOPE IN ALL DIRECTIONS USING HOT MIX ASPHALT PAVEMENT. THIS TEMPORARY MATERIAL WILL BE REMOVED IMMEDIATELY PRIOR TO PLACING THE SURFACE COURSE.
- 17. PLACE TRAFFIC CONTROL DEVICES FOR LANE CLOSURE INCLUDING SIGNS, CONES, BARRICADES. ETC. AS SHOWN ON PLANS. NO SIGNS ARE TO BE PLACED WITHOUT ACTUAL LANE CLOSURES AND REMOVE IMMEDIATELY UPON REMOVAL OF THE CLOSURES.
- 18. CONES MAY BE SUBSTITUTED FOR DRUMS AND INSTALLED UPON THE APPROVAL OF THE RESIDENT ENGINEER.
- 19. ALL TRAFFIC RESTRICTIONS, INCLUDING LANE WIDTH REDUCTIONS, LANE CLOSURES AND DETOURS ARE SUBJECT TO THE APPROVAL OF THE ENGINEER.
- 20. SOIL EROSION AND SEDIMENT CONTROL MEASURES SHOULD BE INSTALLED AND MAINTAINED DURING THE ENTIRE PROJECT DURATION.
- 21. CONTRACTOR MUST MAINTAIN ACCESS TO ALL PROPERTIES AT ALL TIMES DURING CONSTRUCTION. CONTRACTOR MUST PERFORM WORK IN SUCH A MANNER THAT THE PAVEMENT COURSES ARE KEPT WELL DRAINED AT ALL TIMES TO AVOID THE CREATION OF SATURATED AND UNSTABLE AREAS WITHIN FULL DEPTH PAVEMENT
- 22. THE CONTRACTOR SHALL CONTACT AND COORDINATE WITH THE VARIOUS UTILITY COMPANIES TO INTEGRATE, AS NEEDED, THE RELOCATION OF THEIR FACILITIES DURING CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN ACCESS SUCH THAT THE UTILITY COMPANIES CAN PERFORM THEIR WORK UNENCUMBERED.
- 23. THERE IS NO SEPARATE PAYMENT FOR THE REMOVAL OF TRAFFIC STRIPES AND THE COST THEREOF SHALL BE INCLUDED IN THE VARIOUS ITEMS THROUGHOUT THE CONTRACT. THE METHOD OF REMOVAL SHALL BE APPROVED BY THE ENGINEER PRIOR TO ANY WORK.
- 24. TWO-WAY TRAFFIC ON 3RD AVENUE IS TO BE MAINTAINED AT ALL TIMES, UNLESS OTHERWISE SHOWN ON PLANS.
- 25. ALL TRAFFIC CONTROL DEVICES SHALL REMAIN ON SITE AND IN OPERATIONAL CONDITION FOR THE DURATION OF THE PROJECT.

- 26. CONSTRUCTION SIGNS MAY BE RELOCATED IF REQUIRED BY THE STAGING OF THE PROJECT OR IF DIRECTED BY THE RESIDENT ENGINEER, AT NO COST TO THE TOWNSHIP. PAYMENT FOR CONSTRUCTION SIGNS WILL BE IN ACCORDANCE WITH SECTION 159 OF THE NJDOT SPECIFICATIONS.
- 27. SIGN "A" SHALL BE PLACED TWO WEEKS PRIOR TO START OF CONSTRUCTION 500' IN ADVANCE OF PROJECT LIMITS ALONG POSSUMTOWN ROAD. PRIOR TO ORDERING THIS SIGN, CONTRACTOR TO COORDINATE SIGN PLACEMENT WITH TOWNSHIP OF PISCATAWAY TRAFFIC POLICE DEPARTMENT.
- 28. TRAFFIC POLICE DIRECTORS SHALL BE EMPLOYED AS REQUIRED BY LOCAL AUTHORITIES.
- 29. MINIMUM LANE WIDTH OF 10' WILL BE PROVIDED DURING EACH STAGE OF CONSTRUCTION.
- 30. FOR ONE LANE CLOSURE REFER TO NJDOT STANDARD DRAWINGS TCD-3 & TCD-4 FOR SIGNAGE & FLAGGING PROCEDURE REQUIRED FOR LANE & SHOULDER CLOSURE WITH FLAGGING.
- 31. THE CONTRACTOR SHALL PROVIDE UNINTERRUPTED ACCESS TO ALL INTERSECTIONS FOR VEHICULAR AND EMERGENCY VEHICLES.
- 32. ALL TEMPORARY & PERMANENT WORK MUST BE ADA COMPLIANT.
- 33. CONTRACTOR SHALL PERFORM STAGES 1 AND 2 CONSTRUCTION DURING THE DAY AND THE ROADWAY MUST BE ACCESSIBLE TO ALL VEHICLES AT ALL TIMES
- 34. CONTRACTOR IS NOT TO WORK AT ALL CORNERS OF AN INTERSECTION AT THE SAME
- 35. EACH STAGE SHALL BE COMPLETED BEFORE THE NEXT STAGE BEGINS.
- 36. THE CONTRACTOR SHALL NOTIFY ALL RESIDENTS AND/OR PROPERTY OWNERS AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF PERFORMING WORK IN THE VICINITY OF THEIR PROPERTY.
- 37. THE CONTRACTOR SHALL RESEARCH, OBTAIN, PAY FOR, ABIDE BY AND SCHEDULE ROAD OPENING PERMITS AND ANY OTHER PERMITS REQUIRED TO BE OBTAINED ON THE FEDERAL, STATE, COUNTY, AND MUNICIPAL LEVELS THAT MAY BE REQUIRED AS A RESULT OF WORK ON THIS PROJECT.
- 38. THE CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES AND SCHEDULE AND COORDINATE ALL WORK INVOLVED WITH UTILITIES.
- 39. THE CONTRACTOR MUST MAINTAIN ACCESS TO ALL PROPERTIES AT ALL TIMES DURING THE CONSTRUCTION.
- 40. AT THE CONCLUSION OF WORK DAY, THE CONTRACTOR MUST REOPEN ENTIRE ROADWAY TO TWO-WAY TRAFFIC

REC	RECOMMENDED SPACING ALONG TANGENTS					
REGULATORY APPROACH SPEED OF TRAFFIC	MINIMUM TAPER RATIO IN LENGTH PER FOOT OF WIDTH	TAP L -	MINIMUM TAPER LENGTH L - FOR LANE WIDTHS		MAXIMUM DEVICE (B) SPACING ALONG TAPERS IN FEET	MAXIMUM DEVICE (D) SPACING ALONG TANGENTS IN FEET
MILES/HOUR		10'	11'	12'		
25	10.5:1	105	115	125	25	50
30	15:1	150	150 165 180		30	60
35	20.5:1	205	225	245	35	70
40	27:1	270	300	325	40	80
45	45:1	450	495	540	45	90
50	50:1	500	550	600	50	100
55	55:1	550	605	660	55	110
60	60:1	600	660	720	60	120
65	65:1	650	715	780	65	130

NOTE:

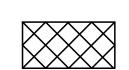
THE MAXIMUM DEVICE SPACING ALONG CURVES SHALL

BE AS DEFINED FOR TAPERS (B) IN THE ABOVE TABLE.

REGULATORY APPROACH SPEED OF	RECOMMENDED SIGHT DISTANCE TO BEGINNING OF CHANNELIZING TAPERS			
TRAFFIC	DESIF	MINIMUM		
MILES/HOUR	RURAL FEET	URBAN FEET	RURAL AND URBAN FEET	
25	375	525	150	
30	450	625	200	
35	525	725	250	
40	600	825	325	
45	675	925	400	
50	750	1025	475	
55	875	1150	550	
60	1000	1275	650	
65	1050		725	

TRAFFIC CONTROL LEGEND

BREAKAWAY BARRICADES **BREAKAWAY BARRICADES WITH SIGN CONSTRUCTION SIGNS** DRUMS FLAGGER / POLICE TRAFFIC DIRECTOR DIRECTION OF TRAFFIC FLOW



WORK AREA

BUFFER ZONE

SIGN LEGEND

ON OR ABOUT (DATE) THIS ROAD TO BE RECONSTRUCTED EXPECT DELAYS

DOUBLED IN WORK AREA

TRAFFIC FINES

(48"x30")

R(NJ)5-17

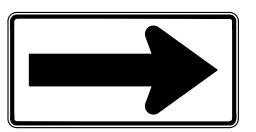
(48"x24")

W1-6 (L)

END **ROAD WORK**

(84"x42") SIGN "A"

(48"x24") G20-2A



(48"x24")

W1-6 (R)





(24"x30")

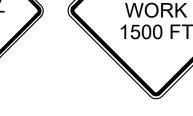
R2-1

SPEED LIMIT 25

(36"x36")

W3-5(S)

ROAD **GROOVED** PAVEMENT



(48"x48")

W20-1C

ROAD

WORK

500 FT



(48"x48")

W20-1F

(48"x48")

W8-9A



W99-2

(48"x48")

W20-7b

(48"x48")

W8-14A



(48"x48")

W20-4B

(48"x48")

W20-1A



W20-4A



PLAN

QUANTITY

5

54

669

PREPARED TO STOP

(48"x48") W20-7a

TOWNSHIP OF PISCATAWAY

THIRD AVENUE ROAD IMPROVEMENTS POSSUMTOWN ROAD TO HANCOCK ROAD, THIRD AVENUE TOWNSHIP OF PISCATAWAY MIDDLESEX COUNTY, NEW JERSEY

TRAFFIC CONTROL STAGING NOTES AND SIGNS



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DIPALI J. PATEL, P.E.
NEW JERSEY PROFESSIONAL ENGINEER NO. 24GE05163800

SCALE: DATE: AS SHOWN 01/10/2022 **DESIGNED**: CHECKED: CS DJP SHEET NO. 18 OF 52

TO BE CONSTRUCTED

OF UNITS BEING UTILIZED FOR STAGE CONSTRUCTION.

AND SIGNS FOR EACH STAGE OF CONSTRUCTION.

1. QUANTITIES FOR DRUMS, BARRICADES AND SIGNS REFLECT THE MAXIMUM NUMBER

2. IT IS ASSUMED THAT THE CONTRACTOR WILL UTILIZE THE SAME DRUMS, BARRICADES

3. CONTRACTOR SHALL MAINTAIN PEDESTRIAN ACCESS THROUGH WORK ZONES AT ALL

BREAKAWAY BARRICADE

CONSTRUCTION SIGNS

NO.

8

9

10

NOTE:

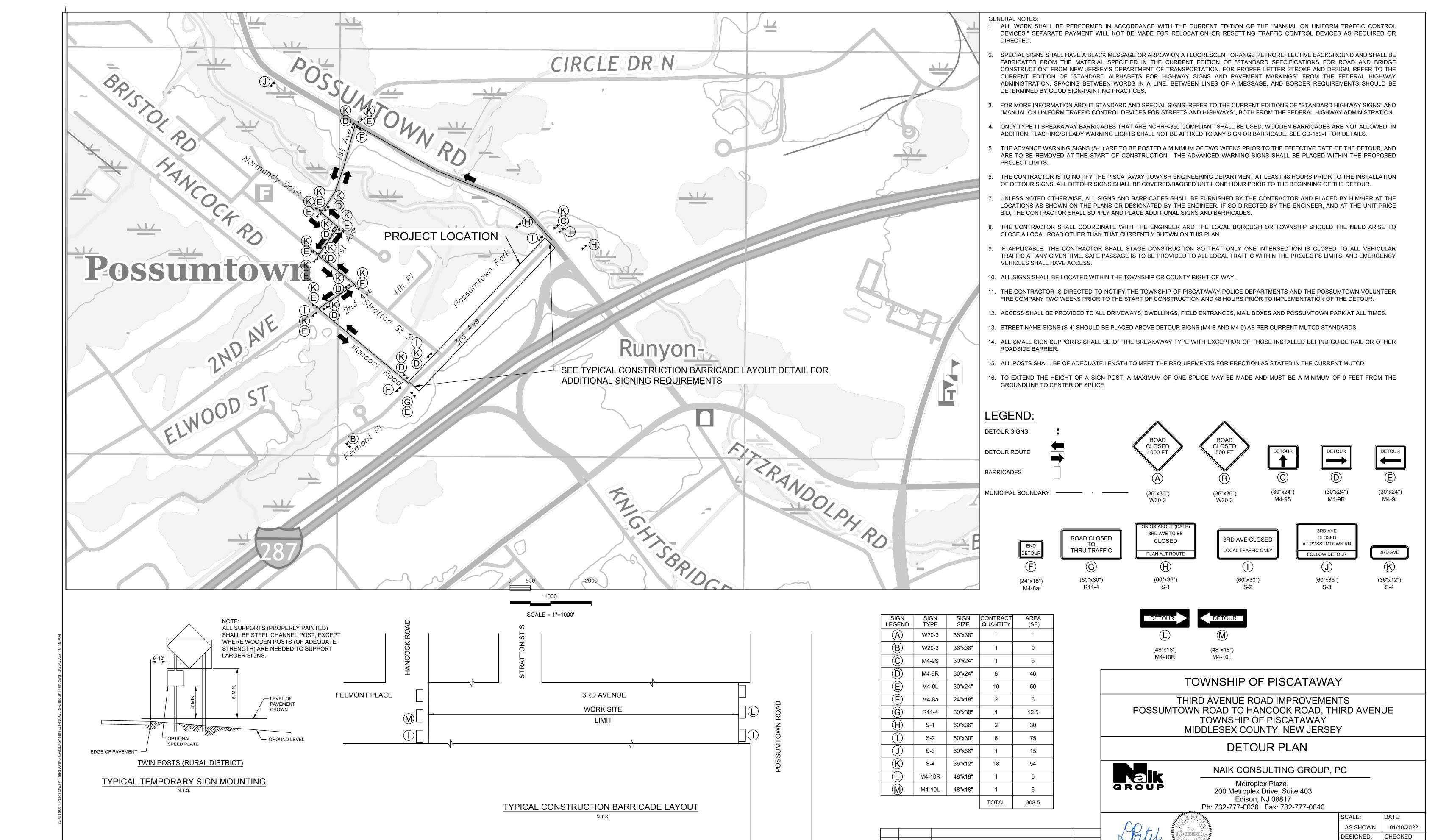
DRUMS

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UNIT

UNIT

SF



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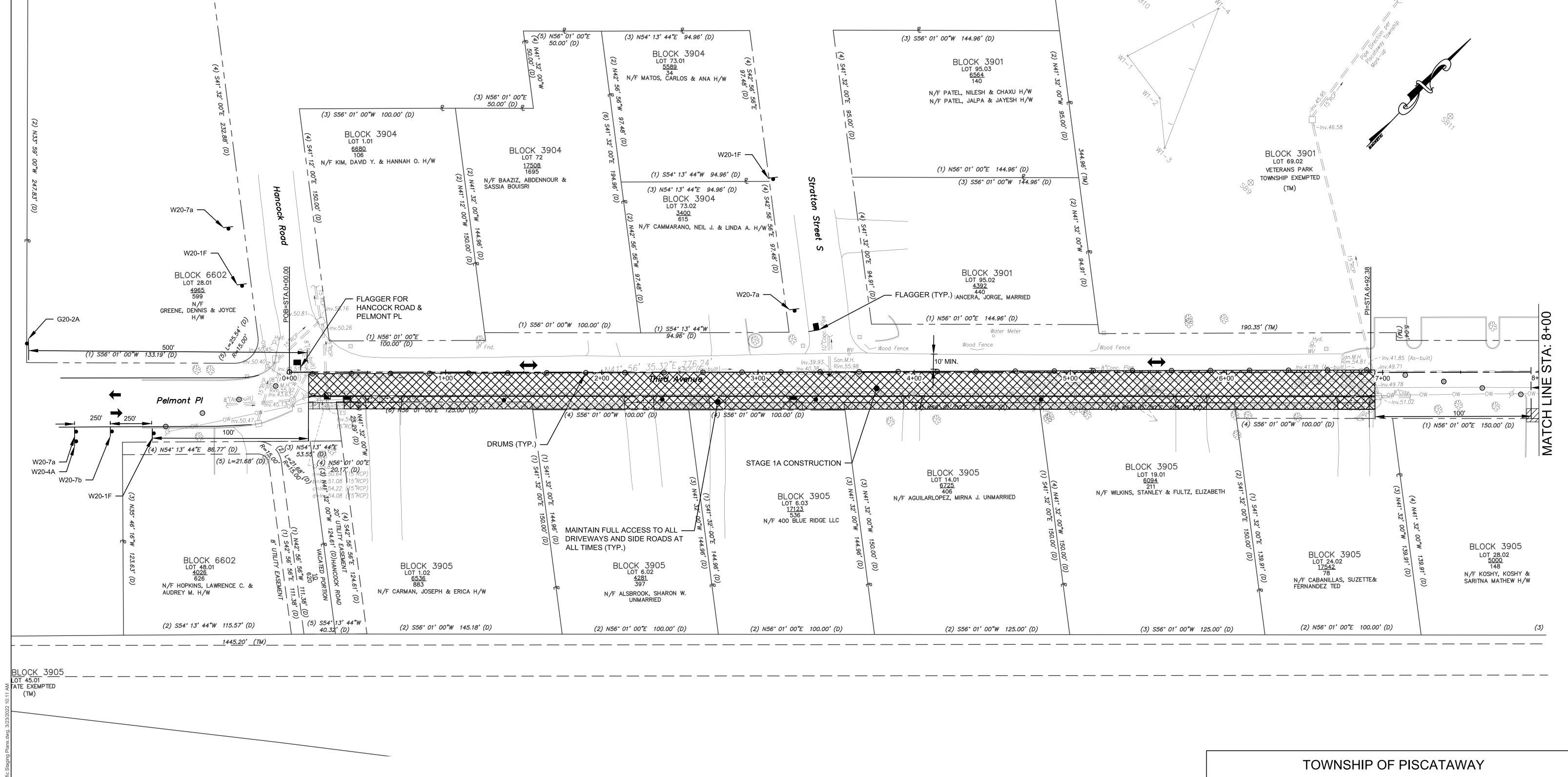
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MPT- STAGE 1A

- 1. PRIOR TO CONSTRUCTION, CONTRACTOR TO SET UP ALL TRAFFIC CONTROL DEVICES AS SHOWN ON THE PLANS.
- 2. CONTRACTOR SHALL PROVIDE PEDESTRIAN AND DRIVEWAY ACCESS AND MEANS OF TRAFFIC FLOW THROUGH WORK ZONE AT ALL TIMES.
- 3. CONSTRUCT CURB, SIDEWALK, APPURTENANCES, AND ADA COMPLIANT RAMPS AT SOUTH
- SIDE OF THIRD AVENUE AS PER CONSTRUCTION PLANS.
- 4. PRIOR TO STARTING STAGE 1B CONSTRUCTION, COMPLETE ALL STAGE 1A CONSTRUCTION INCLUDING REMOVAL AND RELOCATION OF TRAFFIC CONTROL DEVICES AND CLEAN UP.
- 5. ESTABLISH NEW TRAFFIC PATTERN FOR STAGE 1B CONSTRUCTION WITH TRAFFIC
- CONTROL DEVICES AS SHOWN ON TRAFFIC CONTROL AND STAGING PLANS, STAGE 1B.

THIRD AVENUE ROAD IMPROVEMENTS POSSUMTOWN ROAD TO HANCOCK ROAD, THIRD AVENUE TOWNSHIP OF PISCATAWAY MIDDLESEX COUNTY, NEW JERSEY

TRAFFIC STAGING PLAN - STAGE 1A



GRAPHIC SCALE

1" = 30'

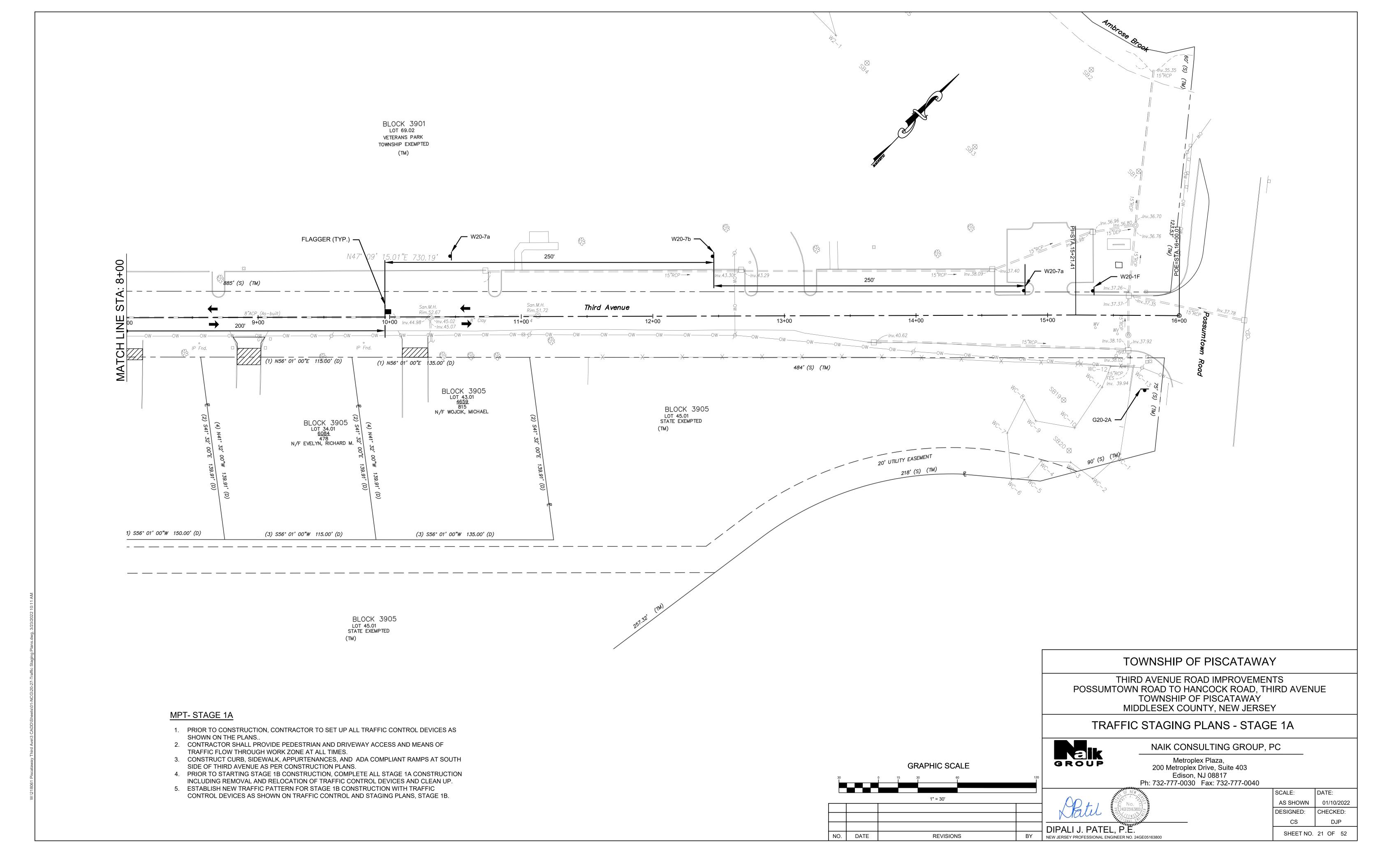
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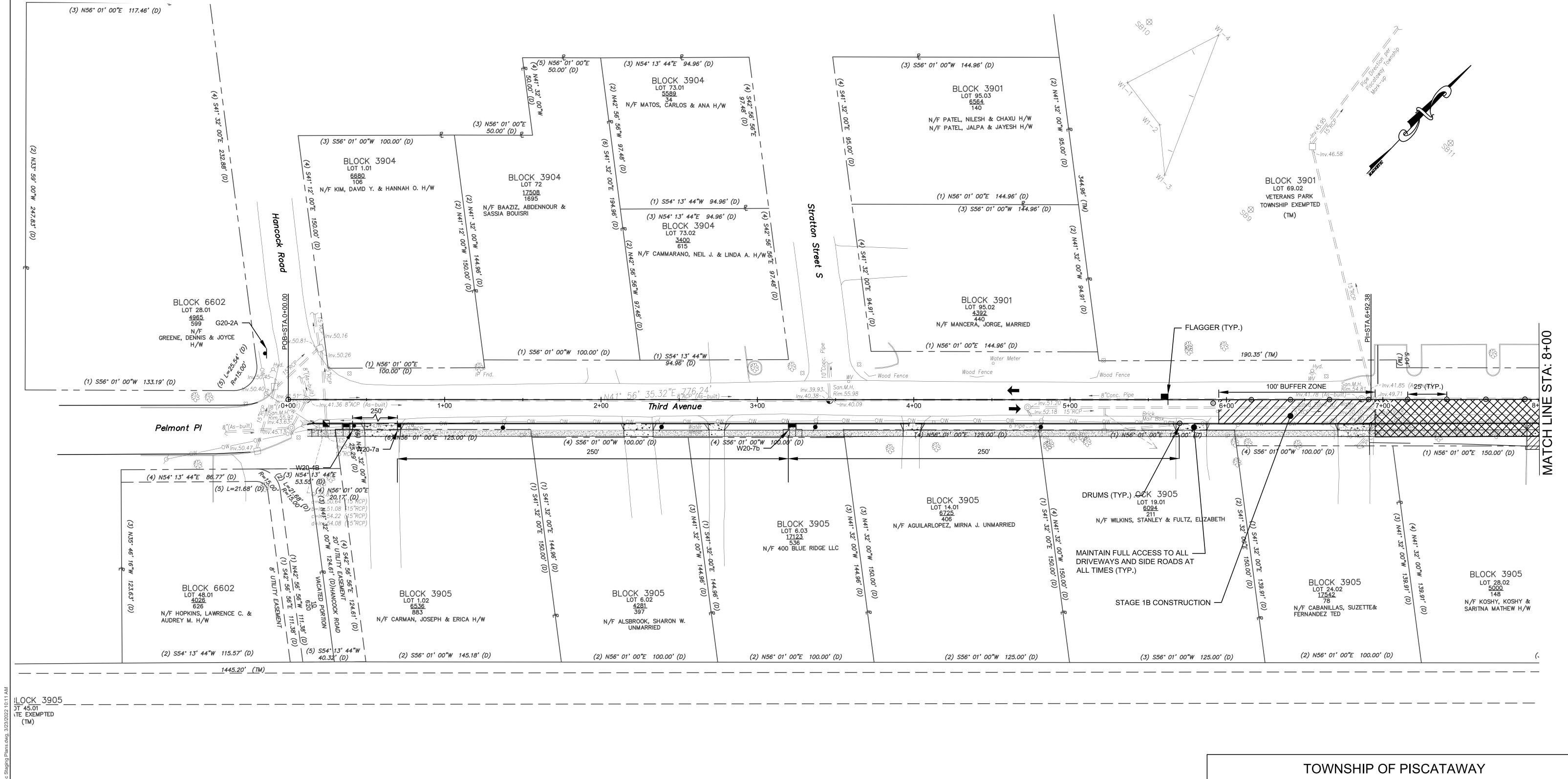
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MPT- STAGE 1B

- PRIOR TO CONSTRUCTION, CONTRACTOR TO SET UP ALL TRAFFIC CONTROL DEVICES AS SHOWN ON THE PLANS..
- 2. CONTRACTOR SHALL PROVIDE PEDESTRIAN AND DRIVEWAY ACCESS AND MEANS OF TRAFFIC FLOW THROUGH WORK ZONE AT ALL TIMES.
- 3. CONSTRUCT CURB, SIDEWALK, APPURTENANCES, AND ADA COMPLIANT RAMPS AT SOUTH
- SIDE OF THIRD AVENUE AS PER CONSTRUCTION PLANS.
- 4. PRIOR TO STARTING STAGE 2A CONSTRUCTION, COMPLETE ALL STAGE 1B CONSTRUCTION INCLUDING REMOVAL AND RELOCATION OF TRAFFIC CONTROL DEVICES AND CLEAN UP.
- 5. ESTABLISH NEW TRAFFIC PATTERN FOR STAGE 2A CONSTRUCTION WITH TRAFFIC CONTROL DEVICES AS SHOWN ON TRAFFIC CONTROL AND STAGING PLANS, STAGE 2A.

GRAPHIC SCALE

30 0 15 30 60 120 1" = 30' NO. DATE REVISIONS BY

THIRD AVENUE ROAD IMPROVEMENTS
POSSUMTOWN ROAD TO HANCOCK ROAD, THIRD AVENUE
TOWNSHIP OF PISCATAWAY
MIDDLESEX COUNTY, NEW JERSEY

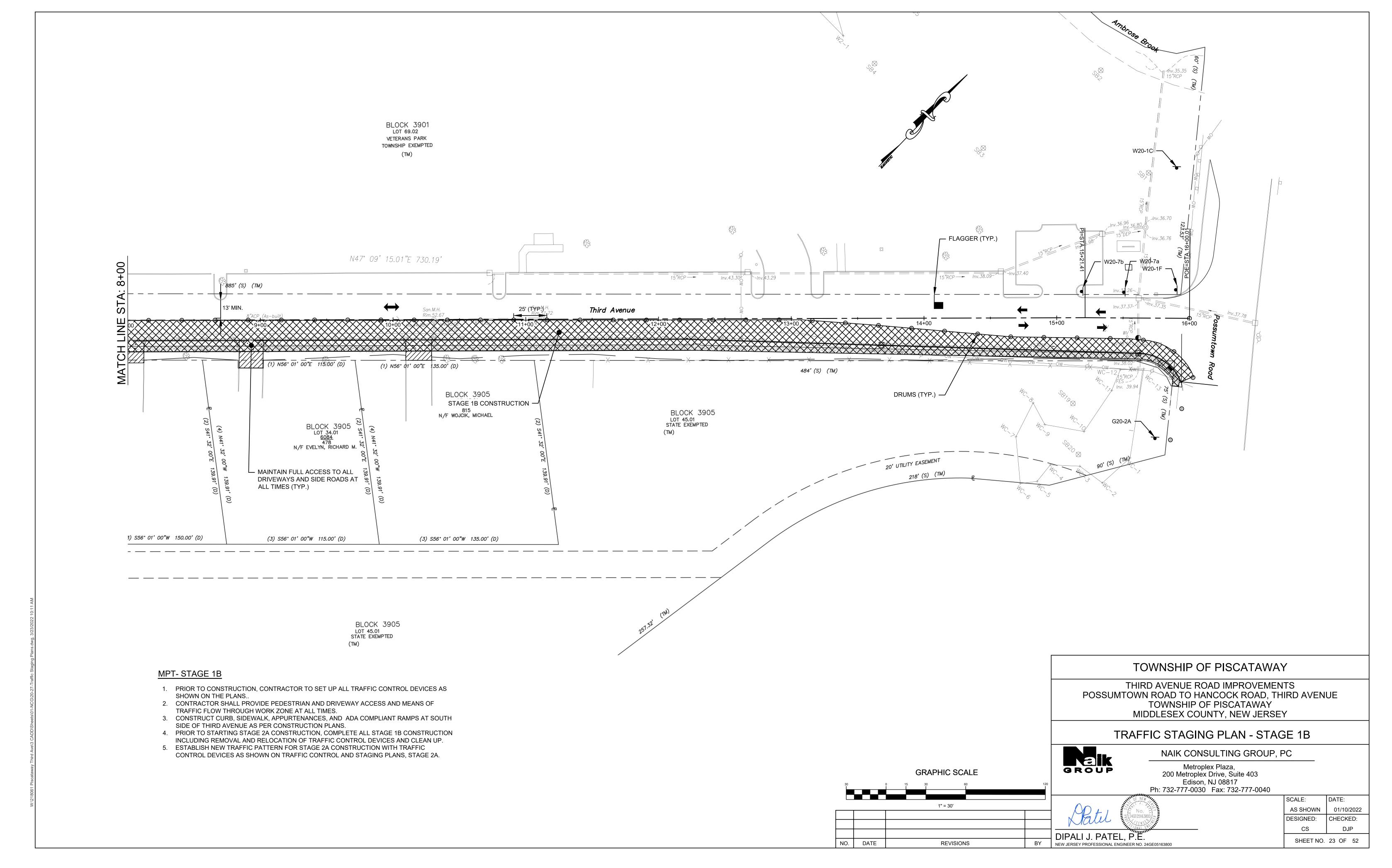
TRAFFIC STAGING PLAN - STAGE 1B

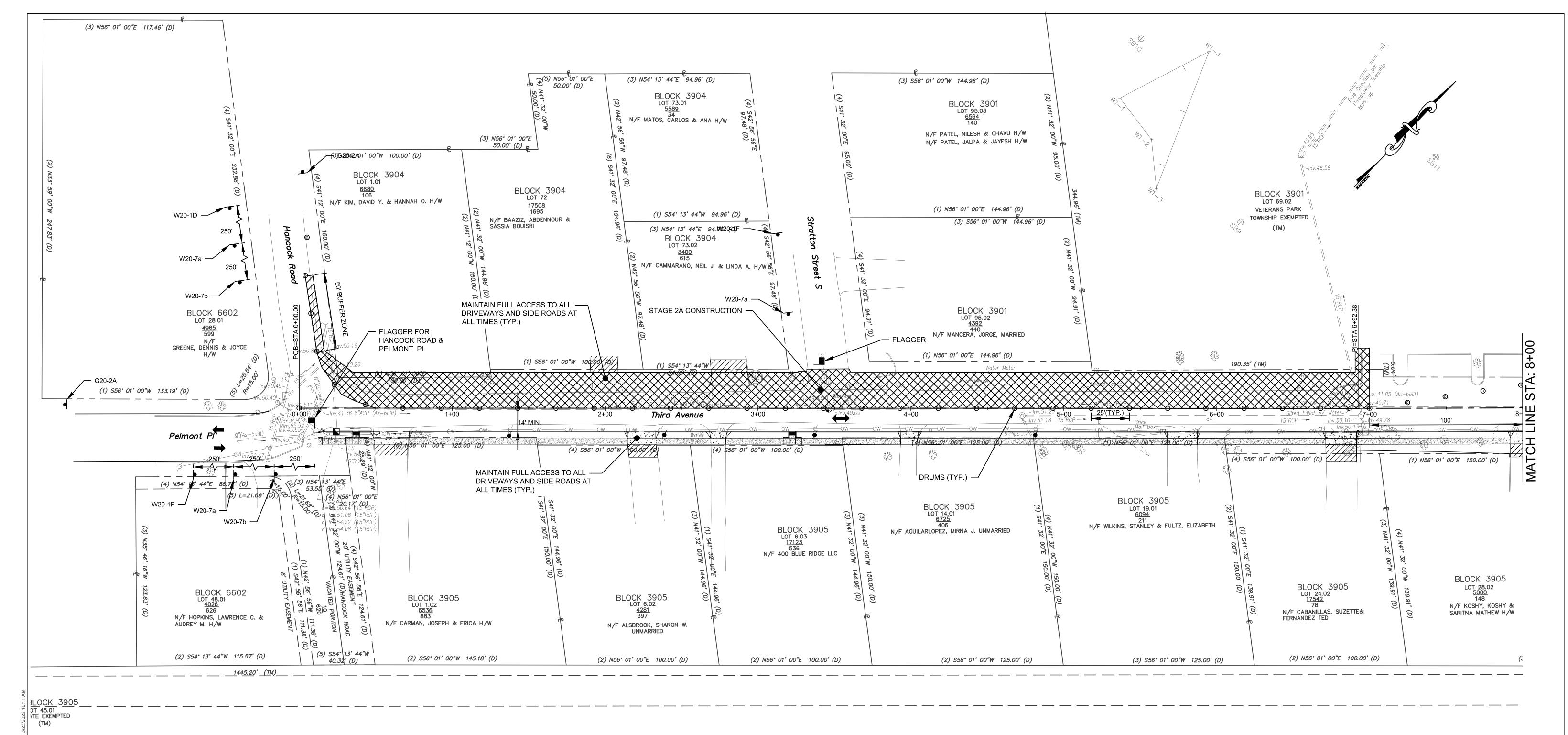


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MPT- STAGE 2A

- 1. PRIOR TO CONSTRUCTION, CONTRACTOR TO SET UP ALL TRAFFIC CONTROL DEVICES AS
- SHOWN ON THE PLANS.

 2. CONTRACTOR SHALL PROVIDE PEDESTRIAN AND DRIVEWAY ACCESS AND MEANS OF
- TRAFFIC FLOW THROUGH WORK ZONE AT ALL TIMES.
- 3. CONSTRUCT CURB, SIDEWALK, APPURTENANCES, AND ADA COMPLIANT RAMPS AT NORTH SIDE OF THIRD AVENUE AS PER CONSTRUCTION PLANS.
- 4. PRIOR TO STARTING STAGE 2B CONSTRUCTION, COMPLETE ALL STAGE 2A CONSTRUCTION
- INCLUDING REMOVAL AND RELOCATION OF TRAFFIC CONTROL DEVICES AND CLEAN UP.
- ESTABLISH NEW TRAFFIC PATTERN FOR STAGE 2B CONSTRUCTION WITH TRAFFIC CONTROL DEVICES AS SHOWN ON TRAFFIC CONTROL AND STAGING PLANS, STAGE 2B..

1" = 30'

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GRAPHIC SCALE

TOWNSHIP OF PISCATAWAY

THIRD AVENUE ROAD IMPROVEMENTS
POSSUMTOWN ROAD TO HANCOCK ROAD, THIRD AVENUE
TOWNSHIP OF PISCATAWAY
MIDDLESEX COUNTY, NEW JERSEY

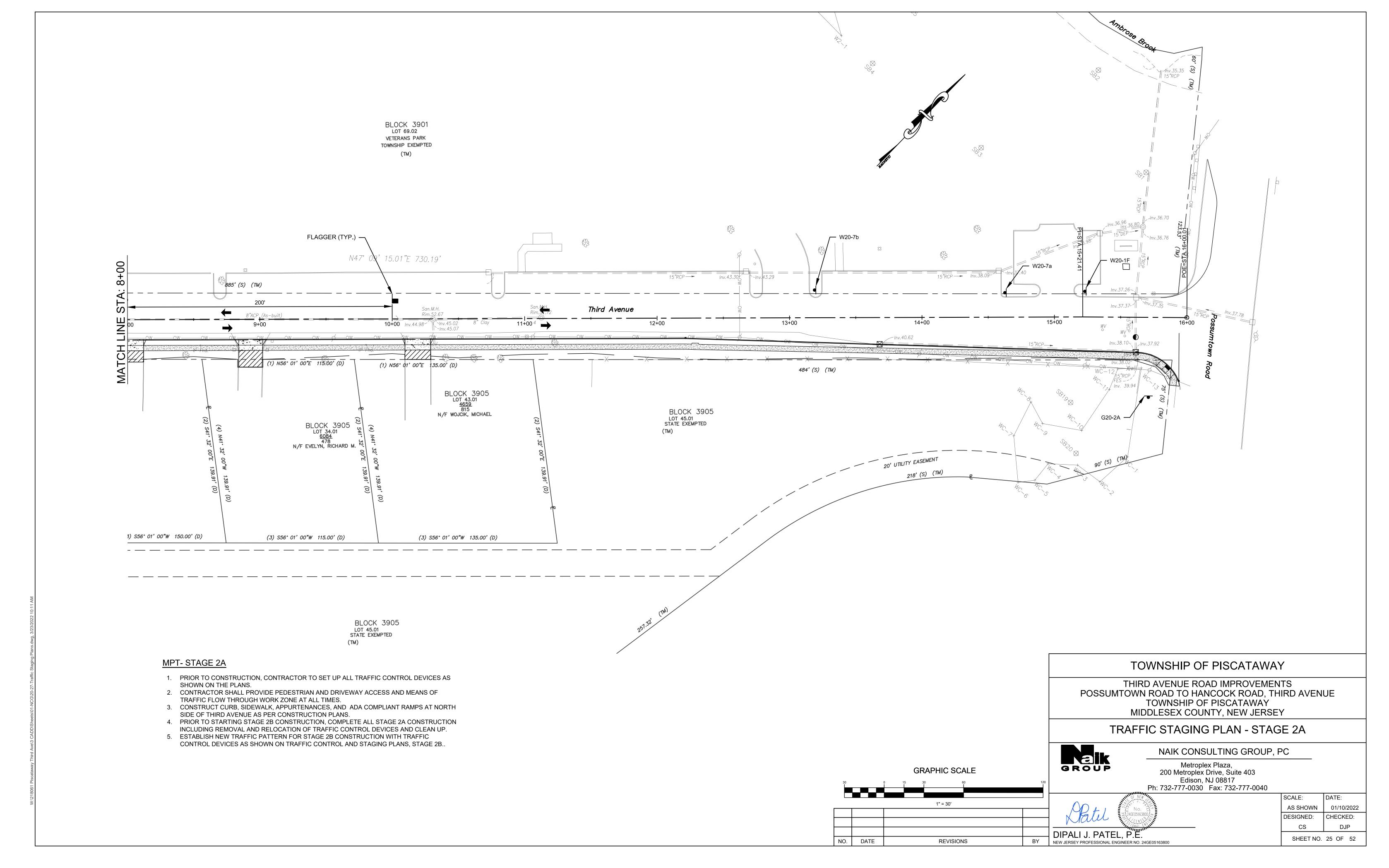
TRAFFIC STAGING PLAN - STAGE 2A

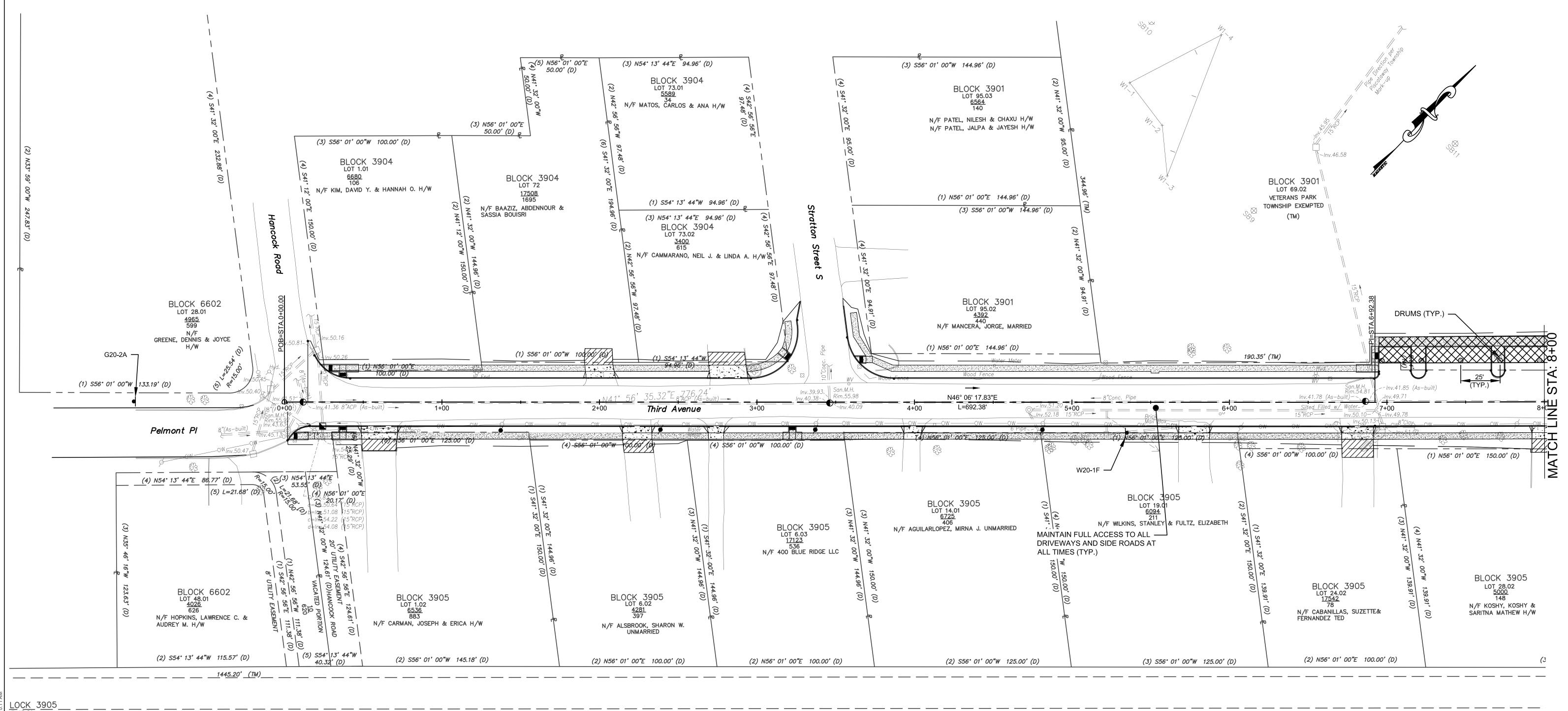


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MPT- STAGE 2B

- 1. PRIOR TO CONSTRUCTION, CONTRACTOR TO SET UP ALL TRAFFIC CONTROL DEVICES AS SHOWN ON THE PLANS.
- 2. CONTRACTOR SHALL PROVIDE PEDESTRIAN AND DRIVEWAY ACCESS AND MEANS OF TRAFFIC FLOW THROUGH WORK ZONE AT ALL TIMES.
- 3. CONSTRUCT CURB, SIDEWALK, APPURTENANCES, AND ADA COMPLIANT RAMPS AT SOUTH
- SIDE OF THIRD AVENUE AS PER CONSTRUCTION PLANS.

 4. AT THE CONCLUSION OF STAGE 2B CONSTRUCTION, THE CONTRACTOR SHALL REMOVE
- ALL TRAFFIC CONTROL DEVICES AND CLEAN UP THE SITE.
- 5. SEE DETOUR PLAN FOR TRAFFIC CONTROL DURING FINAL ROADWAY PAVING.

	SIGN TYPE	SIGN SIZE	CONTRACT QUANTITY	AREA (SF)
Α	G20-2A	36"x36"	3	48
В	W20-7a	36"x36"	5	80
С	W20-7b	30"x24"	3	48
D	W20-1F	30"x24"	4	64
Е	W20-4A	30"x24"	1	16
F	W20-4B	24"x18"	1	16
G	W20-1C	60"x30"	1	16
Н	W5-1(S)	60"x36"	1	16
I	W1-aR(S)	60"x30"	1	16
J	W1-6	60"x36"	5	40
			TOTAL	360

TOWNSHIP OF PISCATAWAY

THIRD AVENUE ROAD IMPROVEMENTS
POSSUMTOWN ROAD TO HANCOCK ROAD, THIRD AVENUE
TOWNSHIP OF PISCATAWAY
MIDDLESEX COUNTY, NEW JERSEY

TRAFFIC STAGING PLAN - STAGE 2B



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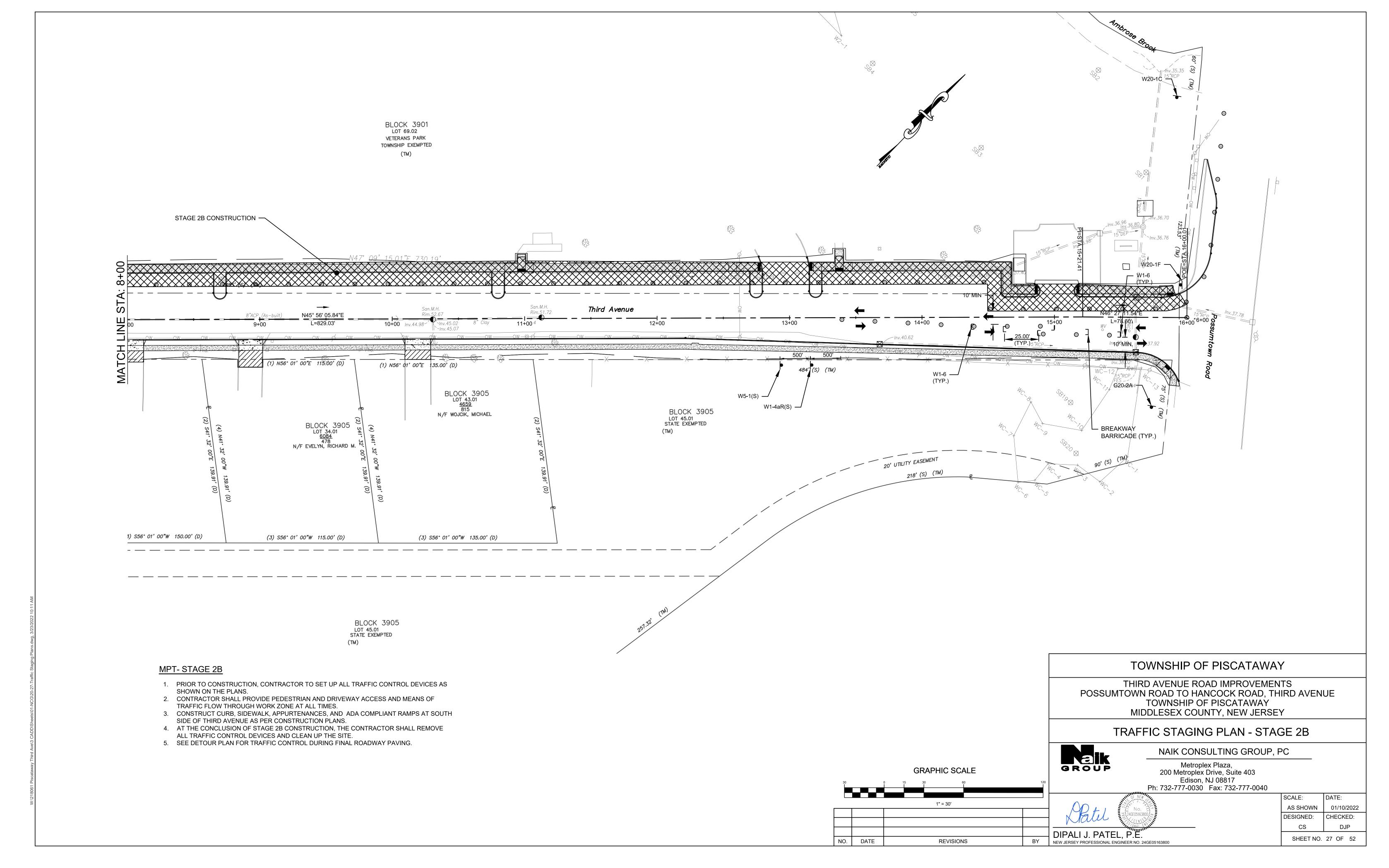
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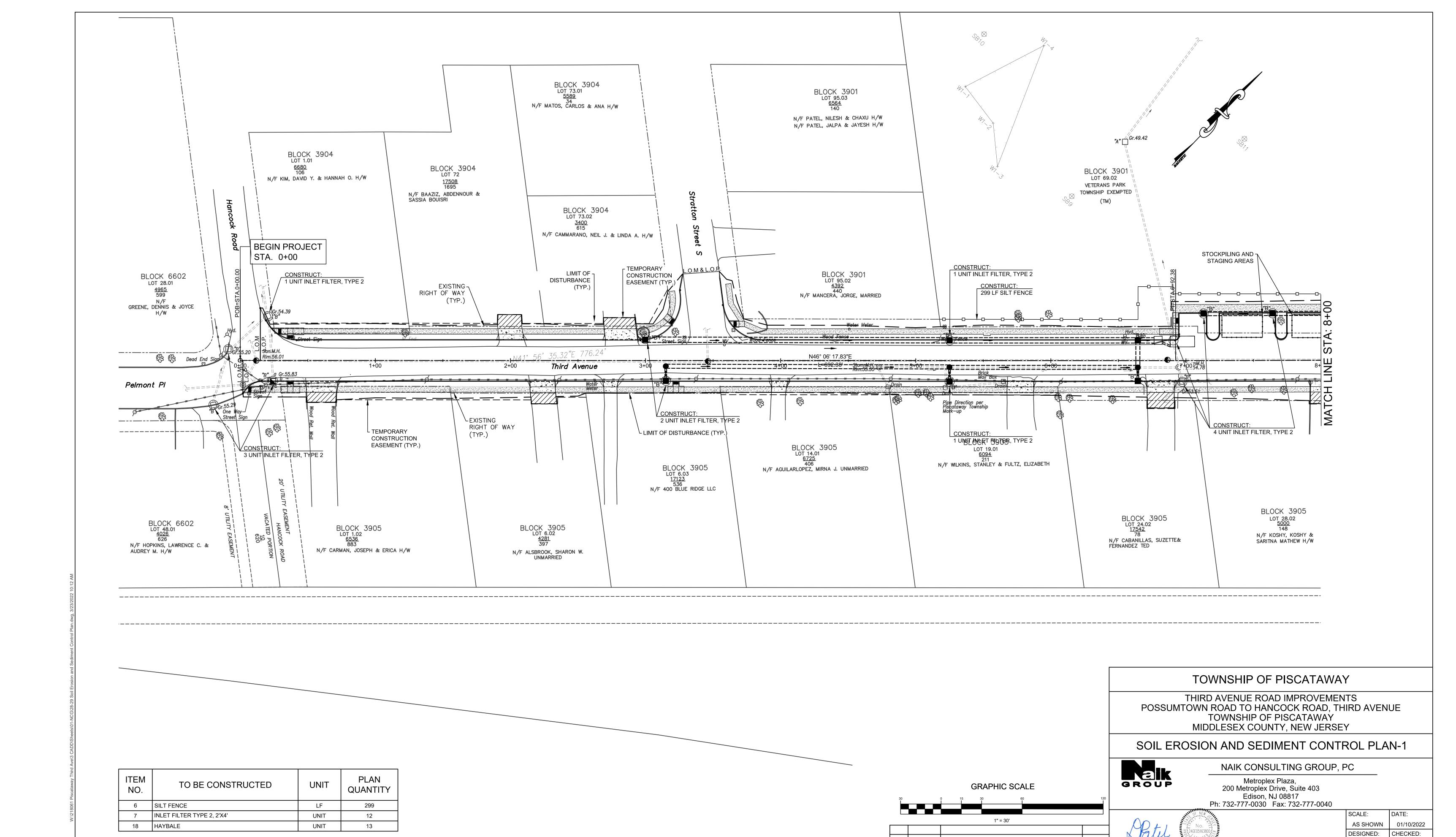
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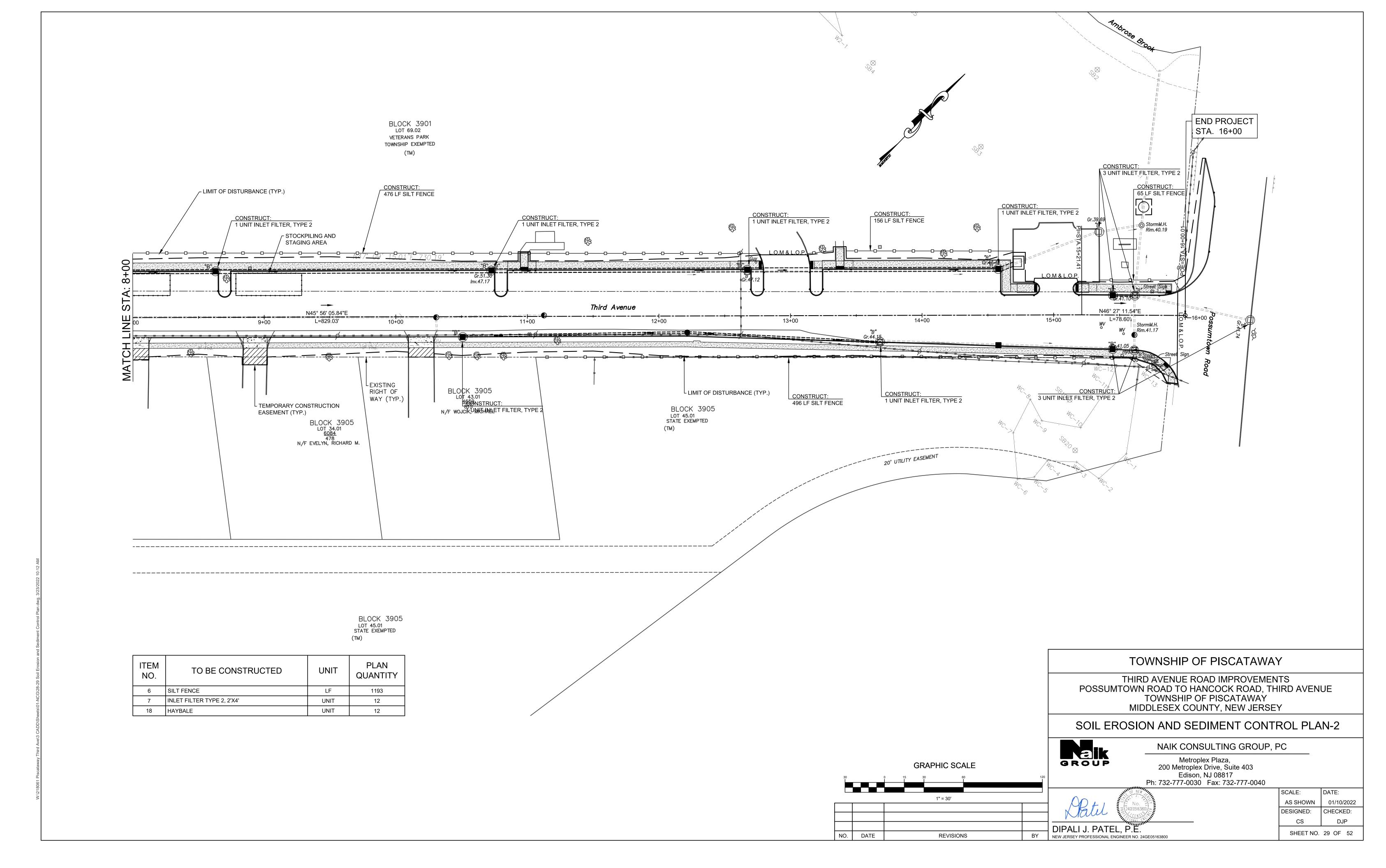
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NEW JERSEY PROFESSIONAL ENGINEER NO. 24GE05163800

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SHEET NO. 28 OF 52



SOIL EROSION AND SEDIMENT CONTROL NOTES:

- The Freehold Soil Conservation District shall be notified forty-eight (48) hours in advance of any soil disturbing activity.
- 2. All Soil Erosion and Sediment Control practices are to be installed prior to soil disturbance, or in their proper sequence, and maintained until permanent protection is established.
- Any changes to the Certified Soil Erosion and Sediment Control Plans will require the submission of revised Soil Erosion and Sediment Control Plans to the District for re-certification. The revised plans must meet all current State Soil Erosion and Sediment Control Standards.
- 4. N.J.S.A 4:24-39 et. Seq. requires that no Certificates of Occupancy be issued before the District determines that a project or portion thereof is in full compliance with the Certified Plan and Standards for Soil Erosion and Sediment Control in New Jersey and a Report of Compliance has been issued. Upon written request from the applicant, the District may issue a Report of Compliance with conditions on a lot-by-lot or section-by-section basis, provided that the project or portion thereof is in satisfactory compliance with the sequence of development and temporary measures for soil erosion and sediment control have been implemented, including provisions for stabilization and site

5. Any disturbed areas that will be left exposed more than sixty (60) days, and not subject to construction traffic, will immediately receive a temporary seeding. If the season prevents the establishment of temporary cover, the disturbed areas will be mulched with straw, or equivalent material, at a rate of 2 to 2 ½ tons per acre, according to the Standard for Stabilization with Mulch Only.

- 6. Immediately following initial disturbance or rough grading, all critical areas subject to erosion (i.e. soil stockpiles, steep slopes and roadway embankments) will receive temporary seeding in combination with straw mulch or a suitable equivalent, and a mulch anchor, in accordance with State Standards.
- 7. A sub-base course will be applied immediately following rough grading and installation of improvements to stabilize streets, roads, driveways, and parking areas. In areas where no utilities are present, the sub-base shall be installed within fifteen (15) days of the preliminary grading.
- 8. The Standard for Stabilized Construction Access requires the installation of a pad of clean crushed stone at points where traffic will be accessing the construction site. After interior roadways are paved, individual lots require a stabilized construction access consisting of one inch to two inch (1" - 2") stone for a minimum length of ten feet (10') equal to the lot entrance width. All other access points shall be blocked off.
- 9. All soil washed, dropped, spilled, or tracked outside the limit of disturbance or onto public right-of-ways will be removed immediately
- 10. Permanent vegetation is to be seeded or sodded on all exposed areas within ten (10) days after final grading.
- 11. At the time that site preparation for permanent vegetative stabilization is going to be accomplished, any soil that will not provide a suitable environment to support adequate vegetative ground cover shall be removed or treated in such a way that it will permanently adjust the soil conditions and render it suitable for vegetative ground cover. If the removal or treatment of the soil will not provide suitable conditions, non-vegetative means of permanent ground stabilization will have to be employed.
- 12. In accordance with the Standard for Management of High Acid Producing Soils, any soil having a pH of 4 or less or containing iron sulfides shall be ultimately placed or buried with limestone applied at the rate of 10 tons/acre, (or 450 lbs/1,000 sq ft of surface area) and covered with a minimum of 12" of settled soil with a pH of 5 or more, or 24" where trees or shrubs are to be planted.
- 13. Conduit Outlet Protection must be installed at all required outfalls prior to the drainage system becoming operational.
- 14. Unfiltered dewatering is not permitted. Necessary precautions must be taken during all dewatering operations to minimize sediment transfer. Any dewatering methods used must be in accordance with the Standard for Dewatering.
- 15. Should the control of dust at the site be necessary, the site will be sprinkled until the surface is wet, temporary vegetative cover shall be established or mulch shall be applied as required by the Standard for Dust Control.
- 16. Stockpile and staging locations established in the field shall be placed within the limit of disturbance according to the certified plan. Staging and stockpiles not located within the limit of disturbance will require certification of a revised Soil Erosion and Sediment Control Plan. Certification of a new Soil Erosion and Sediment Control Plan may be required for these activities if an area greater than 5,000 square feet is disturbed.
- 17. All soil stockpiles are to be temporarily stabilized in accordance with Soil Erosion and Sediment Control note #5.
- 18. The property owner shall be responsible for any erosion or sedimentation that may occur below stormwater outfalls or offsite as a result of construction of the project.

STANDARD FOR PERMANENT VEGETATIVE COVER

FOR SOIL STABILIZATION

Methods and Materials 1. Site Preparation

- Grade as needed and feasible to permit the use of conventional equipment for seedbed preparation, seeding, mulch application, and mulch anchoring. All grading should be done in accordance with Standard for Land Grading.
- Immediately prior to seeding and topsoil application, the subsoil shall be evaluated for compaction in accordance with the Standard for Land Grading.
- Topsoil should be handled only when it is dry enough to work without damaging the soil structure. A uniform application to a depth of 5 inches (unsettled) is required on all sites. Topsoil shall be amended with organic matter, as needed, in accordance with the Standard for Topsoiling.
- Install needed erosion control practices or facilities such as diversions, grade-stabilization structures, channel stabilization measures, sediment basins, and waterways.

2. Seedbed Preparation

- Uniformly apply ground limestone and fertilizer to topsoil which has been spread and firmed, according to soil test recommendations such as offered by Rutgers Co-operative Extension Soil sample mailers are available from the local Rutgers Cooperative Extension offices (http://njaes.rutgers.edu/county/). Fertilizer shall be applied at the rate of 500 pounds per acre or 11 pounds per 1,000 square feet of 10-10-10 or equivalent with 50% water insoluble nitrogen unless a soil test indicates otherwise and incorporated into the surface 4 inches. If fertilizer is not incorporated, apply one-half the rate described above during seedbed preparation and repeat another one-half rate application of the same fertilizer within 3 to 5 weeks after seeding.
- Work lime and fertilizer into the topsoil as nearly as practical to a depth of 4 inches with a disc, spring-tooth harrow, or other suitable equipment. The final harrowing or disking operation should be on the general contour. Continue tillage until a reasonable uniform seedbed is prepared.
- High acid producing soil. Soils having a pH of 4 or less or containing iron sulfide shall be covered with a minimum of 12 inches of soil having a pH of 5 or more before initiating seedbed reparation. See Standard for Management of High Acid-Producing Soils for specific requirements.

3. Seeding

- Select a mixture from Table 4-3 or use a mixture recommended by Rutgers Cooperative Extension or Natural Resources Conservation Service which is approved by the Soil Conservation District. Seed germination shall have been tested within 12 months of the planting date. No seed shall be accepted with a germination test date more than 12 months old unless retested.
 - 1. Seeding rates specified are required when a report of compliance is requested prior to actual establishment of permanent vegetation. Up to 50% reduction in rates may be used when permanent vegetation is established prior to a report of compliance inspection. These rates apply to all methods of seeding. Establishing permanent vegetation means 80% vegetative coverage with the specified seed mixture for the seeded area and mowed once.
 - 2. Warm-season mixtures are grasses and legumes which maximize growth at high temperatures, generally 85°F and above. Planting rates for warm-season grasses shall be the amount of Pure Live Seed (PLS) as determined by germination testing results.
 - 3. Cool-season mixtures are grasses and legumes which maximize growth at temperatures below 85°F. Many grasses become active at 65°F. See Table 4-3, mixtures 7&14. Adjustment of planting rates to compensate for the amount of PLS is not required for cool season grasses.
- Conventional Seeding is performed by applying seed uniformly by hand, cyclone (centrifugal) seeder, drop seeder, drill or cultipacker seeder. Except for drilled, hydroseeded or cultipacked seedings, seed shall be incorporated into the soil within 24 hours of seedbed preparation to a depth of 1/4 to 1/2 inch, by raking or dragging. Depth of seed placement may be 1/4 inch deeper on coarse-textured soil.

- After seeding, firming the soil with a corrugated roller will assure good seed-to-soil contact, restore capillarity, and improve seedling emergence. This is the preferred method. When performed on the contour, sheet erosion will be minimized and water conservation on site will be maximized.
- Hydroseeding is a broadcast seeding method usually involving a truck, or trailer-mounted tank, with an agitation system and hydraulic pump for mixing seed, water and fertilizer and spraying the mix onto the prepared seedbed. Mulch shall not be included in the tank with seed. Short-fibered mulch may be applied with a hydroseeder following seeding. (also see Section 4-Mulching below). Hydroseeding is not a preferred seeding method because seed and fertilizer are applied to the surface and not incorporated into the soil. When poor seed to soil contact occurs, there is a reduced seed germination and growth.

4. Mulching

(See Mulching Specification for Permanent and Temporary Vegetative Cover for Soil Stabilization)

5. Irrigation (where feasible)

If soil moisture is deficient supply new seeding with adequate water (a minimum of 1/4 inch applied up to twice a day until vegetation is well established). This is especially true when seedings are made in abnormally dry or hot

6. Topdressing

Since soil organic matter content and slow release nitrogen fertilizer (water insoluble) are prescribed in Section 2A - Seedbed Preparation in this Standard, no follow-up of topdressing is mandatory. An exception may be made where gross nitrogen deficiency exists in the soil to the extent that turf failure may develop. In that instance, topdress with 10-10-10 or equivalent at 300 pounds per acre or 7 pounds per 1,000 square feet every 3 to 5 weeks until the gross nitrogen deficiency in the turf is ameliorated.

7. Establishing Permanent Vegetative Stabilization

The quality of permanent vegetation rests with the contractor. The timing of seeding, preparing the seedbed, applying nutrients, mulch and other management are essential. The seed application rates in Table 4-3 are required when a Report of Compliance is requested prior to actual establishment of permanent vegetation. Up to 50% reduction in application rates may be used when permanent vegetation is established prior to requesting a Report of Compliance from the district. These rates apply to all methods of seeding. Establishing permanent vegetation means 80% vegetative cover (of the seeded species) and mowed once. Note this designation of mowed once does not guarantee the permanency of the turf should other maintenance factors be neglected or otherwise mismanaged. Mulch shall not be mixed in the tank with seed. Use is limited to flatter slopes and during optimum seeding periods in spring and fall.

PERMANENT SEED MIXTURE:

265 LBS/ACRE TALL FESCUE

(COOL SEASON SEED MIXTURE #14)

20 LBS/ACRE KENTUCKY BLUEGRASS (BLEND)

20 LBS/ACRE PERENNIAL RYE GRASS (BLEND)

TABLE 4-3 (SELECTIONS AND RECOMMENDATIONS FROM TABLE 4-3)

PERMANENT SEED IN DETENTION BASIN MIXTURE:

. CONSISTING OF: (COOL SEASON SEED MIXTURE #7) 130 LBS/ACRE STRONG CREEPING RED FESCUE

50 LBS/ACRE KENTUCKY BLUEGRASS 20 LBS/ACRE PERENNIAL RYE GRASS OR 10 LBS/ACRE REDTOP 5 LBS/ACRE PLUS WHITE CLOVER

2. SEED MIX SHALL BE FRESH, CLEAN, NEW-CROP SEED WITH A GUARANTEED STATEMENT OF COMPOSITION.

3. SEED TO BE PLANTED IN ACCORDANCE WITH THE STANDARDS FOR SOIL EROSION AND SEDIMENT CONTROL IN NEW JERSEY. 4. SEED TO BE PLANTED TO ITS OPTIMUM DEPTH OF 1/2". 5. SEEDING DATES: MARCH 1 - NOVEMBER 15.

STANDARD FOR TEMPORARY VEGETATIVE COVER

FOR SOIL STABILIZATION

Methods and Materials

Site Preparation

- A. Grade as needed and feasible to permit the use of conventional equipment for seedbed preparation, seeding, mulch application, and mulch anchoring. All grading should be done in accordance with Standards for Land Grading.
- B. Install needed erosion control practices or facilities such as diversions, grade stabilization structures, channel stabilization measures, sediment basins, and waterways.
- C. Immediately prior to seeding, the surface should be scarified 6" to 12" where there has been soil compaction. This practice is permissible only where there is no danger to underground utilities (cables, irrigation systems, etc.).

Seedbed Preparation

- A. Apply ground limestone and fertilizer according to soil test recommendations such as offered by Rutgers Co-operative Extension. Soil sample mailers are available from the local Rutgers Cooperative Extension offices. Fertilizer shall be applied at the rate of 500 pounds per acre or 11 pounds per 1,000 square feet of 10-20-10 or equivalent with 50% water insoluble nitrogen unless a soil test indicates otherwise. Apply limestone at the rate of 2 tons/acre unless soil testing indicates otherwise. Calcium carbonate is the equivalent and standard for measuring the ability of liming materials to neutralize soil acidity and supply calcium and magnesium to grasses and legumes.
- B. Work lime and fertilizer into the soil as nearly as practical to a depth of 4 inches with a disc, springtooth harrow, or other suitable equipment. The final harrowing or disking operation should be on the general contour. Continue tillage until a reasonable uniform seedbed is prepared.
- C. Inspect seedbed just before seeding. If traffic has left the soil compacted, the area must be retilled in accordance
- D. Soils high in sulfides or having a pH of 4 or less refer to Standard for Management of High Acid Producing Soils.

3. Seeding A. Select seed from recommendations in Table 7-2.

coarse textured soil.

- B. Conventional Seeding. Apply seed uniformly by hand, cyclone (centrifugal) seeder, drop seeder, drill or cultipacker seeder. Except for drilled, hydroseeded or cultipacked seedings, seed shall be incorporated into the soil, to a depth of 1/4 to 1/2 inch, by raking or dragging. Depth of seed placement may be 1/4 inch deeper on
- C. Hydroseeding is a broadcast seeding method usually involving a truck or trailer mounted tank, with an agitation system and hydraulic pump for mixing seed, water and fertilizer and spraying the mix onto the prepared seedbed. Mulch shall not be included in the tank with seed. Short fibered mulch may be applied with a hydroseeder following seeding. (also see Section IV Mulching) Hydroseeding is not a preferred seeding method because seed and fertilizer are applied to the surface and not incorporated into the soil. Poor seed to soil contact occurs reducing seed germination and growth. Hydroseeding may be used for areas too steep for conventional equipment to traverse or too obstructed with rocks, stumps, etc.
- D. After seeding, firming the soil with a corrugated roller will assure good seed-to-soil contact, restore capillarity, and improve seedling emergence. This is the preferred method. When performed on the contour, sheet erosion will be minimized and water conservation on site will be maximized.

(See Mulching Specification for Permanent and Temporary Vegetative Cover or Soil Stabilization)

TABLE 7-2 (SELECTION AND RECOMMENDATIONS FROM TABLE 7-2)

- . CONSISTING OF PERENNIAL RYEGRASS (COOL SEASON GRASS #1) AT A RATE OF 1 LB/1000 S.F.
- 2. SEED MIX SHALL BE FRESH, CLEAN, NEW-CROP SEED WITH A GUARANTEED STATEMENT OF COMPOSITION.
- 3. SEED TO BE PLANTED IN ACCORDANCE WITH THE STANDARDS FOR SOIL EROSION AND SEDIMENT CONTROL IN NEW JERSEY.
- 4. SEED TO BE PLANTED TO ITS OPTIMUM DEPTH OF 1/2". 5. SEEDING DATES: MARCH 1 - MAY 15 AND AUGUST 15 - OCTOBER 1.

MULCHING SPECIFICATION FOR PERMANENT AND

TEMPORARY VEGETATIVE COVER FOR SOIL STABILIZATION

Mulching is required on all seeding. Mulch will insure against erosion before grass is established and will promote faster and earlier establishment. The existence of vegetation sufficient to control soil erosion shall be deemed compliance with this mulching requirement.

- A. Straw or Hay. Unnrotted small grain straw, hay free of seeds, applied at the rate of 1-1/2 to 2 tons per acre (70 to 90 pounds per 1,000 square feet), except that where a crimper is used instead of a liquid mulch-binder (tackifying or adhesive agent), the rate of application is 3 tons per acre. Mulch chopper-blowers must not grind the mulch. Hay mulch is not recommended for establishing fine turf or lawns due to the presence of weed seed.
- Application. Spread mulch uniformly by hand or mechanically so that approximately 85%-95% of the soil surface will be covered. For uniform distribution of hand-spread mulch, divide area into approximately

1,000 square feet sections and distribute 70 to 90 pounds within each section. Anchoring shall be accomplished immediately after placement to minimize loss by wind or water. This

may be done by one of the following methods, depending upon the size of the area, steepness of slopes,

- 1. Peg and Twine. Drive 8 to 10 inch wooden pegs to within 2 to 3 inches of the soil surface every 4 feet in all directions. Stakes may be driven before or after applying mulch. Secure mulch to soil surface by stretching twine between pegs in a cris-cross and a square pattern. Secure twine around each peg with two or more round turns.
- 2. Mulch Nettings. Staple paper, jute, cotton, or plastic nettings to the soil surface. Use a degradable netting in areas to be mowed.
- 3. Crimper (mulch anchoring tool). A tractor-drawn implement, somewhat like a disc harrow, especially designed to push or cut some of the broadcast long fiber mulch 3 to 4 inches into the soil so as to anchor it and leave part standing upright. This technique is limited to areas traversable by a tractor, which must operate on the contour of slopes. Straw mulch rate must be 3 tons per acre. No tackifying or adhesive agent is required.
- 4. Liquid Mulch-Binders May be used to anchor hay or straw mulch.
- a. Applications should be heavier at edges where wind may catch the mulch, in valleys, and at crests of banks. The remainder of the area should be uniform in appearance.

b. Use one of the following:

- (1) Organic and Vegetable Based Binders Naturally occurring, powder based, hydrophilic materials when mixed with water formulates a gel and when applied to mulch under satisfactory curing conditions will form membraned networks of insoluble polymers. The vegetable gel shall be physiologically harmless and not result in a phytotoxic effect or impede growth of turfgrass. Use at Rates and weather conditions as recommended by the manufacturer to anchor mulch materials. Many new products are available, some of which may need further evaluation for use in this state.
- (2) Synthetic Binders High polymer synthetic emulsion, miscible with water when diluted and following application to mulch, drying and curing shall no longer be soluble or dispersible in water. It shall be applied at rates recommended by the manufacturer and remain tacky until germination of grass.
- Note: All names give above are registered trade names. This does not constitute a commendation of these products to the exclusion of other products.
- B. Wood-fiber or paper-fiber mulch. Shall be made from wood, plant fibers or paper containing no growth or germination inhibiting materials, used at the rate of 1,500 ponds per acre (or as recommended by the project manufacturer) and may be applied by a hydroseeder. This mulch shall not be mixed in the tank with seed. Use is limited to flatter slopes and during optimum seeding periods in spring and fall.
- C. Pelletized mulch. Compressed and extruded paper and/or wood fiber product, which may contain co-polymers, tackifiers, fertilizers and coloring agents. The dry pellets, when applied to a seeded area and watered, forma mulch mat. Pelletized mulch shall be applies in accordance with the manufacturers recommendations. Mulch may be applied by hand or mechanical spreader at the rate of 60-75 lbs./1,000 square feet and activated with 0.2 to 0.4 inches of water. This material has bee found to be beneficial for use on small lawn or renovation areas, seeded areas where weed-seed free mulch is desired or on sites where straw mulch and tackifier agent are not practical or desirable. Applying the full 0.2 to 0.4 inches of water after spreading pelletized mulch on the seed bed is extremely Important for sufficient activation and expansion of the mulch to provide soil coverage.

STANDARD FOR STABILIZATION WITH MULCH ONLY

Methods and Materials:

Grading

- A. Grade as needed and feasible to permit the use of conventional equipment for speedbed prepraration, seeding, mulch application, and mulch anchoring. All grading should be done in accordance with standards for land grading.
- B. Install needed erosion control practices or facilities such as diversions, grade stabilization measures, sediment basins, and waterways.

2. Protective Materials

- A. Unrotted small-grain straw, or salt hay at 2.0 to 2.5 tons per acre spread uniformly at 90 to 115 pounds per 1000 square feet and anchored with a mulch anchoring tool, liquid mulch binders, or netting tie down. Other suitable materials may be used if approved by the Soil Conversation
- B. Asphalt emulsion is recommended at the rate of 600 to 1,200 gallons per acre. This is suitable for a limited period of time w here travel by people, animals, or machines is not a problem.
- C. Synthetic or organic soil stabilizers may be used under suitable conditions and in quantities as recommended by the manufacturer.
- D. Wood-fiber or paper fiber mulch at the rate of 1,500 pounds per acre (or according to the manufacturer's requirements) may be applied by a hydroseeder.
- E. Mulch-netting, such as paper jute, excelsior, cotton, or plastic, may be used.

depending upon the size of the area and the steepness of slopes.

F. Woodchips applied uniformly to a minimum depth of 2 inches may be used. Woodchips will not be used on areas where flowing water could wash them into an inlet and plug it.

minimum depth of 3 inches may be used. Size 2 or 3 (ASTM-C-33) is recommended.

G. Gravel, crushed stone, or slag at the rate of 9 cubic yards per 1,000 SF applied uniformly to a

- 3. Mulch Anchoring should be accomplished immediately after placement of hay or straw mulch to minimize loss by wind and water. This may be done by one of the following methods,
- A. Peg and twine drive 8 to 10 inche wooden pegs to within 2 to 3 inches of the soil surface every 4 feet in all directions. Stakes may be driven before or after applying mulch. Secure mulch to soil surface by stretching twine between pegs in a crisscross and a square pattern.
- B. Mulch nettings staple paper, cotton, or plastic netting over mulch. Use a degradable netting in areas to be mowed. Netting is usually available in rolls 4 feet wide and up to 300 feet long.
- C. Crimper mulch anchoring coulter tool a tractor-drawn implement especially designed to punch and anchor mulch into the soil surface. This practice affords maximum erosion control. But its use is limited to those slopes upon which the tractor can operate safely. Soil penetration should be about 3 to 4 inches. On sloping land, the operation should be on contour.

D. Liquid Mulch Binders

1. Applications should be heavier at edges where wind catches the mulch, in valley, and at crests of banks. Remainder of area should be in uniform in appearance.

2. Use One of the Following:

- a. Emulsified asphalt (SS-1,CSS-1,CMS-2,MS-2,RS-1,RS-2,CRS-1, and CRS-2). Apply 0.04 GAL./SQ./YD. or 194 GAL./AC on flat areas and on slopes less than 8 feet high, use 0.075 GAL./SQ.YD. or 363 GAL./ACRE. These materials may be difficult to apply uniformly and will discover surfaces.
- b. Organic and vegetable based binders naturally occuring, powder based, hydrophilic materials that mixed with water formulates a gel and when applied to a mulch under

 REVEGATATION MATTING INSTALLATION satisfactory curing conditions will form membraned networks of insoluble polymers. The vegetable gel shall be physiologically harmless and not result in a phytotoxic effect or All areas so designated will be covered with miramat or approved impede growth of turfgrass. Vegetable based gels shall be applied at rates and weather equivalent. Revegetation mattting, before hydroseeding or planting. conditions recommended by the manufacturer.
- c. Synthetic binders high polymer synthetic emulsion, miscible with water when diluted and 1. Unroll revegetation mat from top of slope to the base without following application to mulch, drying and curing shall no longer be soluble or dispersible in water. It shall be applied at rates and weather conditions recommended by the manufacturer and remain tacky until germination of grass.

STANDARD FOR PERMANENT STABILIZATION WITH SOD

Methods and Materials

- 1. High quality cultivated sod is preferred over native or pasture sod.
- 2. Sod should be free of broadleaf weeds and undesirable coarse and fine weed grasses.
- 3. Sod should be of uniform thickness, typically 5/8 inch, plus or minus 1/4 inch, at time of cutting (excludes top growth.).
- 4. Sod should be vigorous and dense and be able to retain its own shape and weight when suspended vertically with a firm grasp from the upper 10 percent of the strip. Broken pads and rolls or torn and uneven ends will not be acceptable.
- 5. For droughty sites, a sod of turf-type tall fescue or turf-type tall fescue mixed with Kentucky bluegrass is preferred over a 100% Kentucky bluegrass sod. Although not widely available, a sod of fine fescue is also acceptable for droughty sites.
- 6. Only moist, fresh, unheated sod should be used. Sod should be harvested, delivered, and installed within a period of 24 hours or less during summer months.

1. Site Preparation

- A. Grade as needed and feasible to permit the use of conventional equipment for liming, fertilizing, incorporation of organic matter, and other soil preparation procedures. All grading should be done in accordance with Standard for Land Grading.
- B. Topsoil should be handled only when it is dry enough to work without damaging the soil structure. A uniform application to a depth of 6 inches (unsettled) is required on all sites. See the Standard for Topsoiling for topsoil and amendment requirements.
- C. Install needed erosion control practices or facilities such as diversions, grade stabilization structures, channel stabilization measures, sediment basins, and waterways.

2. Soil Preparation

- A. Uniformly apply ground limestone, and fertilizer according to soil test recommendations such as offered by Rutgers Co-operative Extension. Soil sample mailers are available from the local Rutgers Cooperative Extension offices (http://njaes.rutgers.edu/county/). Fertilizer shall be applied at the rate of 500 pounds per acre or 11 pounds per 1,000 square feet using 10-10-10 or equivalent with 50% water insoluble nitrogen unless a soil test indicates otherwise and incorporated into the surface 4 inches. If fertilizer is not incorporated, apply ½ the rate described above during seedbed preparation and repeat another ½ rate application of the same fertilizer within 3 to 5 weeks after seeding. Apply limestone at the rate of 2 tons/acre unless soil testing indicates otherwise. Calcium carbonate is the equivalent and standard for measuring the ability of liming materials to neutralize soil acidity and supply calcium and magnesium to grasses and legumes.
- B. Work lime, and fertilizer into the topsoil as nearly as practical to a depth of 4 inches with a disc, springtooth harrow, or other suitable equipment. The final harrowing or disking operation should be on the general contour. Continue tillage until a reasonably uniform, fine seedbed is prepared.
- C. Remove from the surface all objects that would prevent good sod to topsoil contact and remove all other debris, such as wire, cable, tree roots, pieces of concrete, clods, lumps, or other unsuitable material.
- D. Inspect site just before sodding. If traffic has left the soil compacted, the area must be retilled and firmed in accordance with the above.

REVISIONS

Sod Placement

NO. DATE

- A. Sod strips should be laid on the contour, never up and down the slope, starting at the bottom of the slope and working up. On steep slopes, the use of ladders will facilitate the work and prevent damage to the sod. During periods of high temperature, lightly irrigate the soil immediately prior to laying the sod.
- B. Place sod strips with snug, even joints (seams) that are staggered. Open spaces invite erosion.
- C. Lightly roll or tamp sod immediately following placement to insure solid contact of root mat and soil surface. Do not overlap sod. All joints should be butted tightly to prevent voids which would cause drying of the roots and invasion of weeds.
- D. On slopes greater than 3 to 1, secure sod to surface soil with wood pegs, wire staples biodegradable plastic spikes, or split shingles (8 to 10 inches long by 3/4 inch wide).
- E. Surface water cannot always be diverted from flowing over the face of the slope, but a capping strip of heavy jute or plastic netting, properly secured, along the crown of the slope and edges will provide extra protection against lifting and undercutting of sod. The same technique can be used to anchor sod in water-carrying channels and other critical areas. Wire staples must be used to anchor netting in channel work.

- F. Immediately following installation, sod should be watered until water penetrates the soil layer beneath sod to a depth of 1 inch. Maintain optimum water for at least two weeks.
- 4. Topdressing Since soil organic matter and slow release nitrogen fertilizer (water insoluble) are prescribed in Sections 1 and 2in this Standard, a follow-up topdressing is not mandatory, except where gross nitrogen deficiency exists in the soil to the extent that turf failure may develop, topdressing shall then be applied. Topdress with 10-0-10 or equivalent at 400 pounds per acre or 7 pounds per 1,000 square feet every 3 to 5 weeks until the

The mat shall be installed using the following method:

- stretching mat
- 2. Bury edges of mat wtih 3" of soil to prevent undercutting of the
- 3. Overlap by a minimum of 3" with the literally adjacent strip of
- 4. Overlap by a minimum of 3' with the end of any roll. The terminal ends of each strip shall be buried in a looped fashion, 6" below the
- Peg all overlapped areas with 1" x 3" nominal wood pegs cut to 8" long triangular sections, or 8" long metal pins with 1-1/2" washers retained at the to of the pins.

JUTE MATTING SPECIFICATION

- Jute mat shall be of cloth of a uniform plain weave with undyed and unbleached single jute yarn, 48 inches in width plus or minus 1 inch and weighing an average of 1.2 LBS/LINEAR YD. of cloth with a tolerance of plus or minus 5% with approximately 78 wrap ends per width of cloth and 41 weft ends per linear yard of cloth. The yarn shall be of a loosely twisted construction having an average twist of not less than 1.6 turns/in. and shall not vary in thickness by more than one half of its normal diameter.
- Excelsior mat shall be wood excelsior, 48 inches in width plus or minus 1 inch and weighting 0.8 LBS/SY YD. plus or minus 10%. The excelsior material shall be covered with a netting to facilitate handing and to increase strength.
- Staples staples for anchoring soil stabilization matting shall be made of 12 to 20 inches in length of no. 8 plain iron wire.

SEQUENCE OF CONSTRUCTION

- NOTIFY TOWNSHIP OF PISCATAWAY ENGINEERING DEPARTMENTS ONE WEEK PRIOR TO START OF WORK.
- INSTALL TRAFFIC CONTROL DEVICES PRIOR TO THE START OF ANY CONSTRUCTION AS SHOWN ON STAGING PLANS AND AS DETERMINED BY THE RESIDENT ENGINEER.
- AS SHOWN ON PLANS, INSTALL DRAINAGE, PAVEMENT,
- CURB, SIDEWALK, AND DRIVEWAYS. FINAL PAVING AND STRIPING. INSTALL SIGNS.

SOIL EROSION & SEDIMENT CONTROL NOTES.

REMOVE ANY SOIL EROSION & SEDIMENT CONTROL

RE-STABILZE ALL EXPOSED AREAS ACCORDING TO THE

OPEN ROAD TO TRAFFIC.

TOWNSHIP OF PISCATAWAY

THIRD AVENUE ROAD IMPROVEMENTS POSSUMTOWN ROAD TO HANCOCK ROAD, THIRD AVENUE TOWNSHIP OF PISCATAWAY MIDDLESEX COUNTY. NEW JERSEY

SOIL EROSION AND SEDIMENT



CONTROL NOTES & DETAIL-1 NAIK CONSULTING GROUP, PC

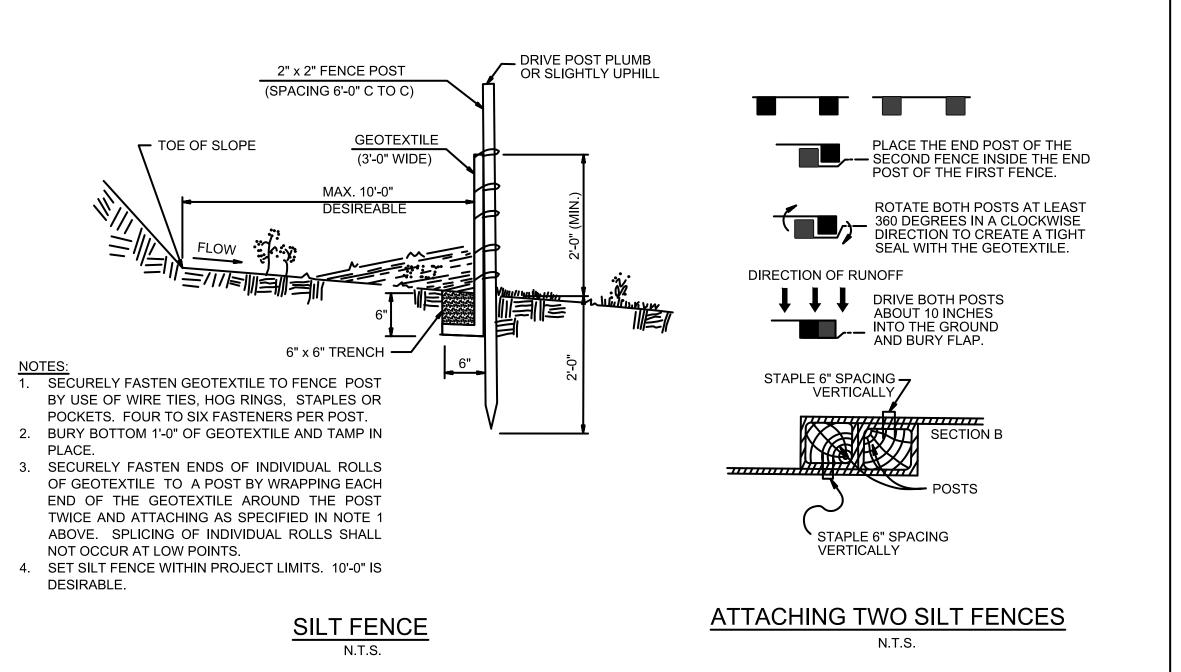
Metroplex Plaza, 200 Metroplex Drive, Suite 403 Edison, NJ 08817

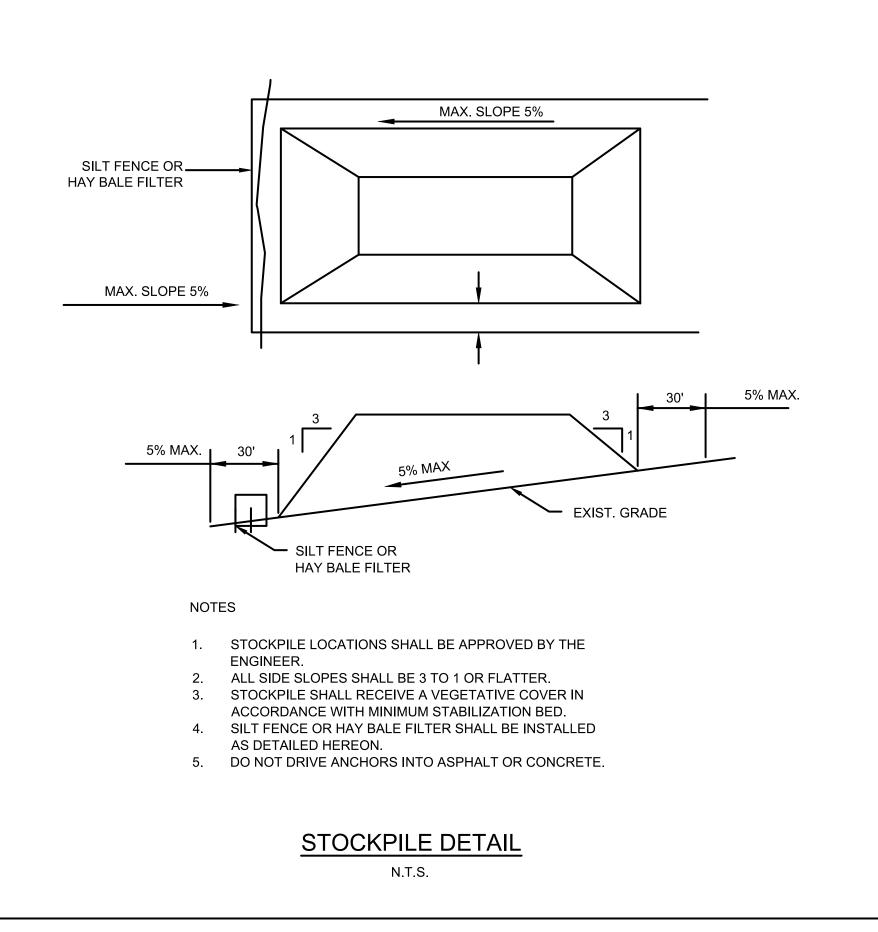
Ph: 732-777-0030 Fax: 732-777-0040

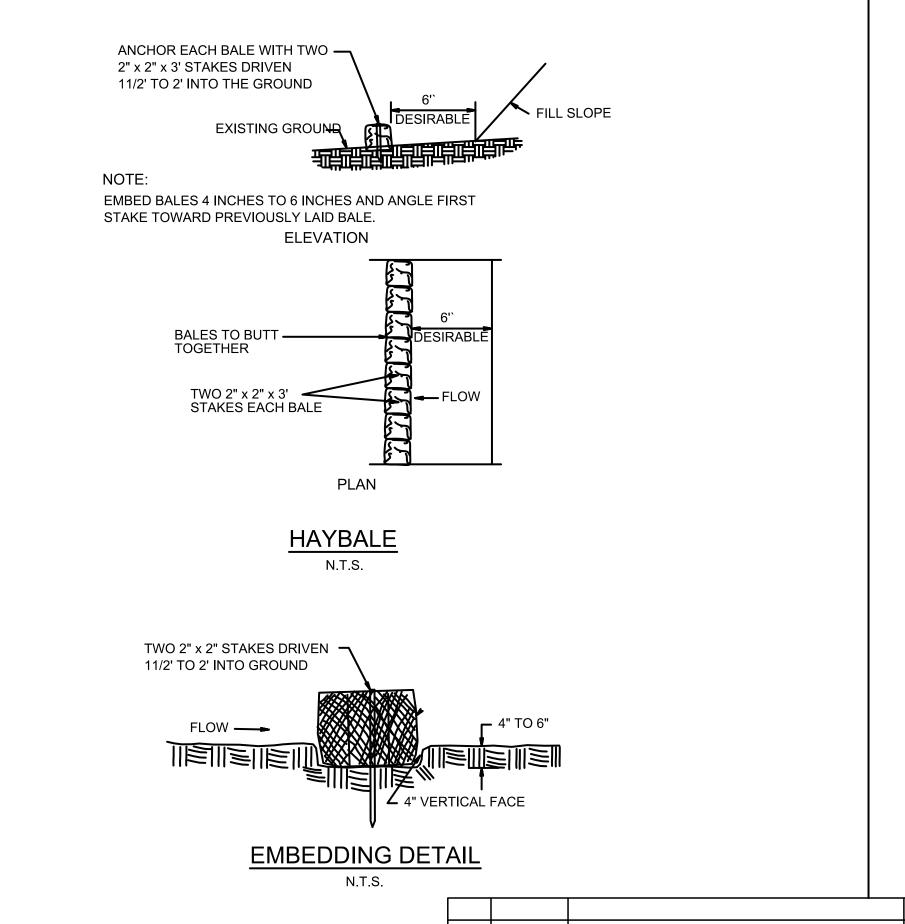


SCALE: DATE: **AS SHOWN** 01/10/2022 **DESIGNED:** CHECKED: CS DJP SHEET NO. 30 OF 52

gross nitrogen deficiency in the turf is ameliorated.







NO. DATE

REVISIONS

TOWNSHIP OF PISCATAWAY

THIRD AVENUE ROAD IMPROVEMENTS
POSSUMTOWN ROAD TO HANCOCK ROAD, THIRD AVENUE
TOWNSHIP OF PISCATAWAY
MIDDLESEX COUNTY, NEW JERSEY

SOIL EROSION AND SEDIMENT CONTROL NOTES & DETAIL-2

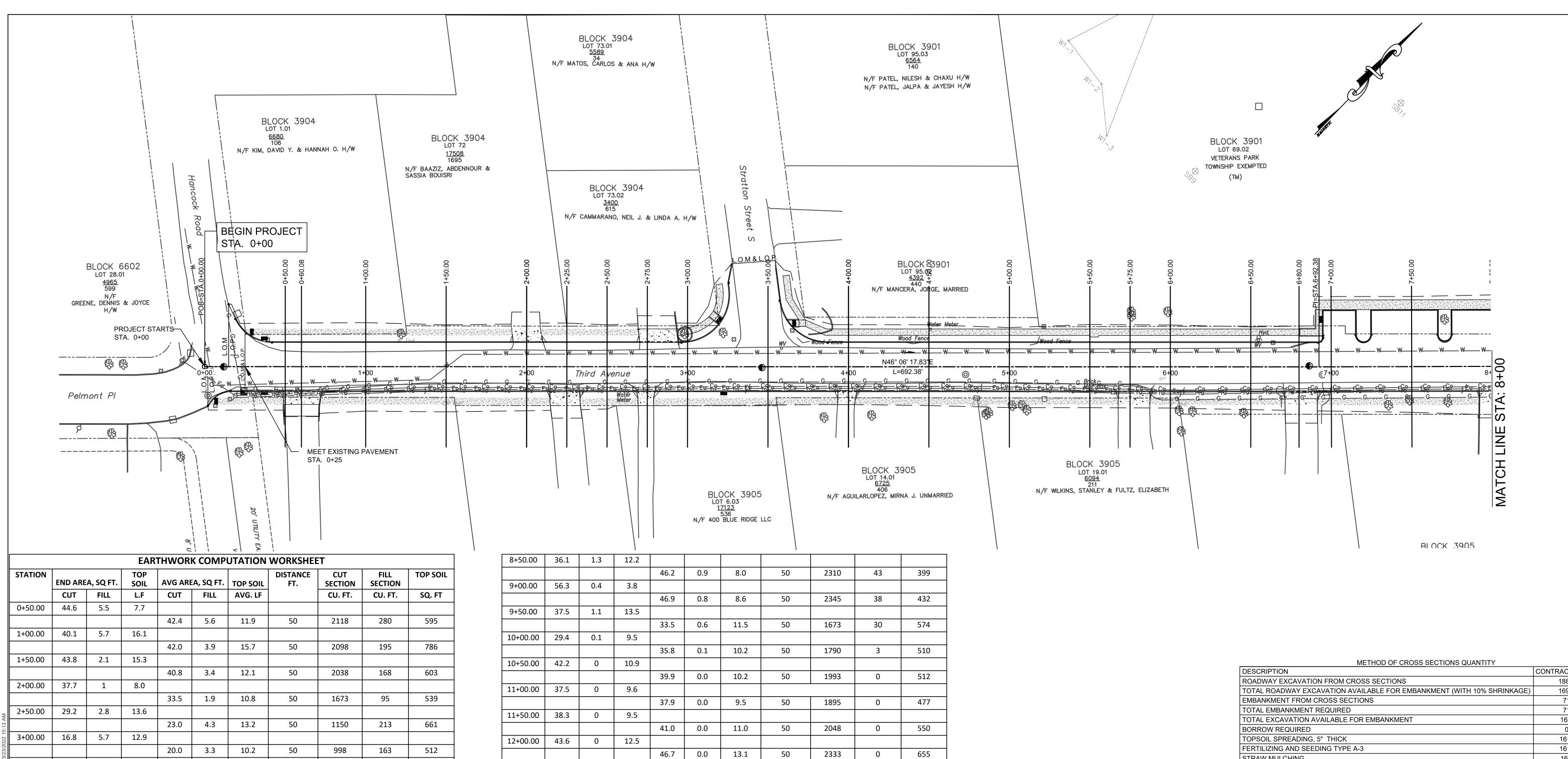


NAIK CONSULTING GROUP, PC

Metroplex Plaza, 200 Metroplex Drive, Suite 403 Edison, NJ 08817 Ph: 732-777-0030 Fax: 732-777-0040



SCALE: DATE:
AS SHOWN 01/10/2022
DESIGNED: CHECKED:
CS DJP
SHEET NO. 31 OF 52



STATION	END AREA, SQ FT.		FT. SOIL	AVG AREA, SQ FT.		TOP SOIL	FT.	SECTION	SECTION	TOP SOIL
	CUT	FILL	L.F	CUT	FILL	AVG. LF		CU. FT.	CU. FT.	SQ. FT
0+50.00	44.6	5.5	7.7							
				42.4	5.6	11.9	50	2118	280	595
1+00.00	40.1	5.7	16.1							
				42.0	3.9	15.7	50	2098	195	786
1+50.00	43.8	2.1	15.3							
				40.8	3.4	12.1	50	2038	168	603
2+00.00	37.7	1	8.0							
				33.5	1.9	10.8	50	1673	95	539
2+50.00	29.2	2.8	13.6							
				23.0	4.3	13.2	50	1150	213	661
3+00.00	16.8	5.7	12.9							
				20.0	3.3	10.2	50	998	163	512
3+50.00	23.1	0.8	7.6							
				24.9	2.7	7.2	50	1245	133	360
4+00.00	26.7	4.5	6.8							
				13.4	2.3	3.4	50	668	113	170
4+50.00	26.2	3.8	6.8							
				28.5	2.1	8.8	50	1425	103	442
5+00.00	30.8	0.3	10.9							
				31.8	0.9	11.8	50	1590	45	592
5+50.00	32.8	1.5	12.8							
				37.6	1.6	12.8	50	1880	78	641
6+00.00	42.4	1.6	12.9							
				47.5	0.8	12.8	50	2375	40	639
6+50.00	52.6	0	12.7							
				40.9	0.1	11.6	50	2043	3	579
7+00.00	29.1	0.1	10.5							
				36.8	0.1	10.6	50	1840	5	532
7+50.00	44.5	0.1	10.8							
				44.8	0.3	6.9	50	2240	13	344
8+00.00	45.1	0.4	2.9							
				40.6	0.9	7.6	50	2030	43	378

							S.Y.	1003	/ 1	1619
							C.Y.	1883	71	14308
							SUBTOTAL	50830	1913	14568
16+00.00	0	0	0.0							
				7.8	0.0	2.2	50	390	0	109
15+50.00	15.6	0	4.4							
				10.7	0.0	3.1	50	533	0	154
15+00.00	5.7	0	1.8							
				9.0	0.2	2.2	50	448	8	111
14+50.00	12.2	0.3	2.7	1 20.7	0.0	3.5	30	333		255
17.00.00	٦.٤	1.2	J.2	10.7	0.8	5.9	50	535	38	296
14+00.00	9.2	1.2	9.2	11.1	1.0	9.5	30	333	30	403
13+50.00	13	0.8	9.3	11.1	1.0	9.3	50	555	50	463
12.50.00	12	0.0	0.3	36.6	0.4	8.5	50	1830	20	423
13+00.00	60.2	0	7.6	26.6	0.4	0.5	50	4020	20	422
		_		55.0	0.0	10.7	50	2748	0	533
12+50.00	49.7	0	13.7							
				46.7	0.0	13.1	50	2333	0	655
12+00.00	43.6	0	12.5							
				41.0	0.0	11.0	50	2048	0	550
11+50.00	38.3	0	9.5							
				37.9	0.0	9.5	50	1895	0	477
11+00.00	37.5	0	9.6							
	_			39.9	0.0	10.2	50	1993	0	512
10+50.00	42.2	0	10.9	33.0	0.1	10.2	30	1,30		310
10+00.00	23.4	0.1	3.3	35.8	0.1	10.2	50	1790	3	510
10+00.00	29.4	0.1	9.5	33.5	0.6	11.5	50	1673	30	574
9+50.00	37.5	1.1	13.5	22.5	0.6	44 5	F0	1672	20	F 7.4
0.50.55				46.9	0.8	8.6	50	2345	38	432
9+00.00	56.3	0.4	3.8							

METHOD OF CROSS SECTIONS QUANTITY	1
DESCRIPTION	CONTRACT QUANTITY
ROADWAY EXCAVATION FROM CROSS SECTIONS	1883 CY
TOTAL ROADWAY EXCAVATION AVAILABLE FOR EMBANKMENT (WITH 10% SHRINKAGE)	1695 CY
EMBANKMENT FROM CROSS SECTIONS	71 CY
TOTAL EMBANKMENT REQUIRED	71 CY
TOTAL EXCAVATION AVAILABLE FOR EMBANKMENT	1624CY
BORROW REQUIRED	0 CY
TOPSOIL SPREADING, 5" THICK	1619 SY
FERTILIZING AND SEEDING TYPE A-3	1619 SY
STRAW MULCHING	1619SY

TOWNSHIP OF PISCATAWAY

THIRD AVENUE ROAD IMPROVEMENTS POSSUMTOWN ROAD TO HANCOCK ROAD, THIRD AVENUE TOWNSHIP OF PISCATAWAY MIDDLESEX COUNTY, NEW JERSEY

METHOD OF CROSS SECTIONS-1



GRAPHIC SCALE

1" = 30'

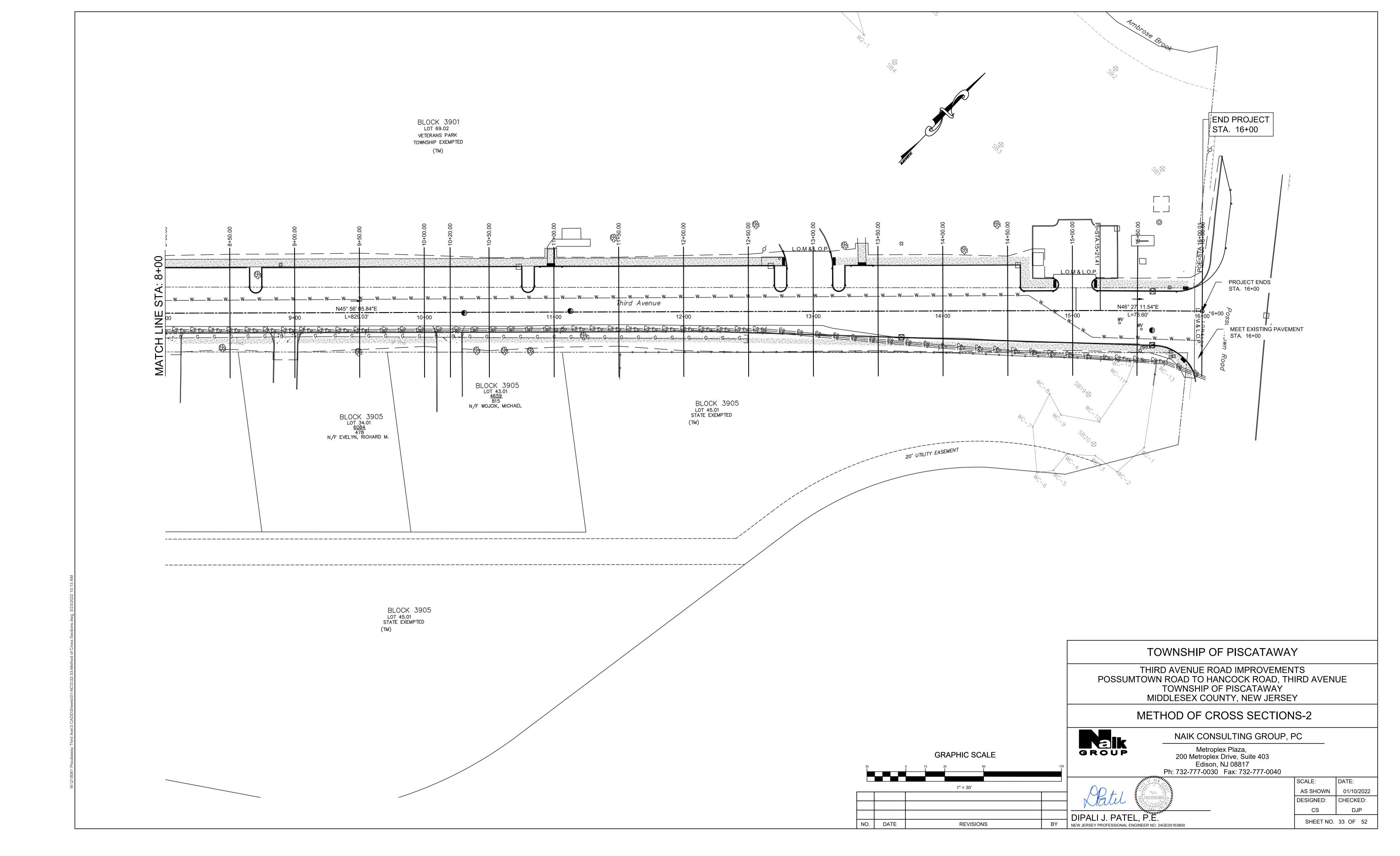
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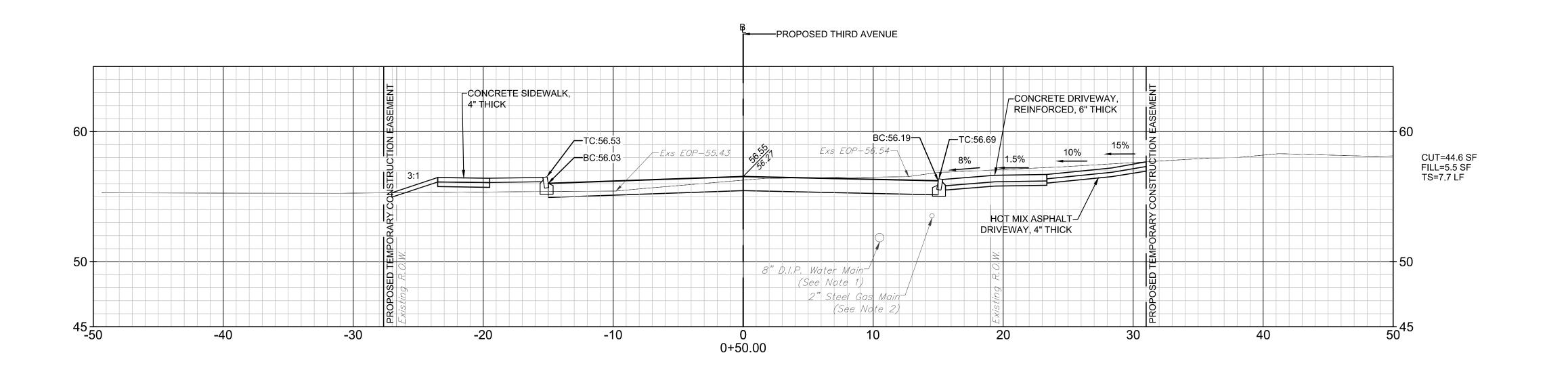
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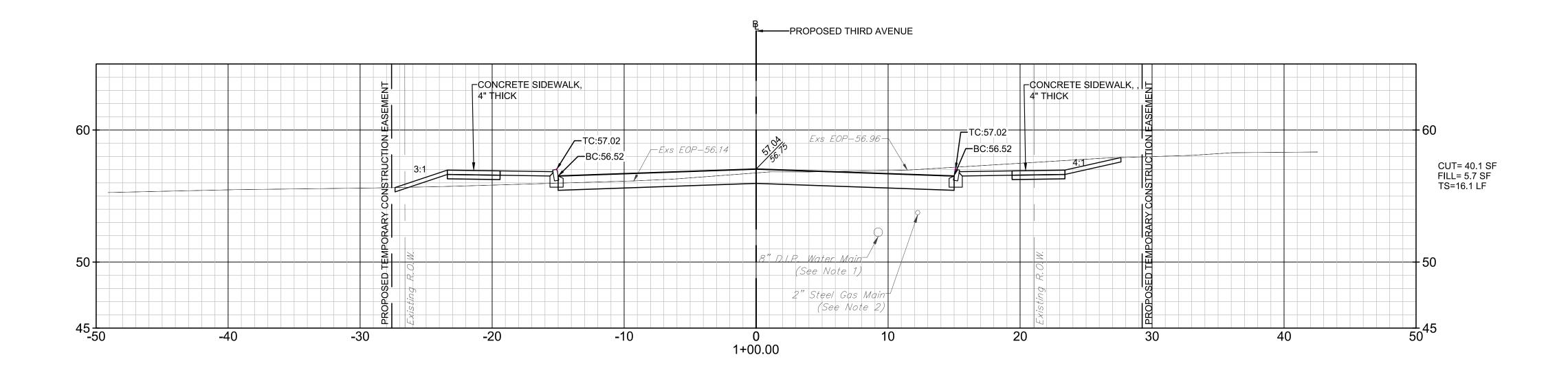
NAIK CONSULTING GROUP, PC

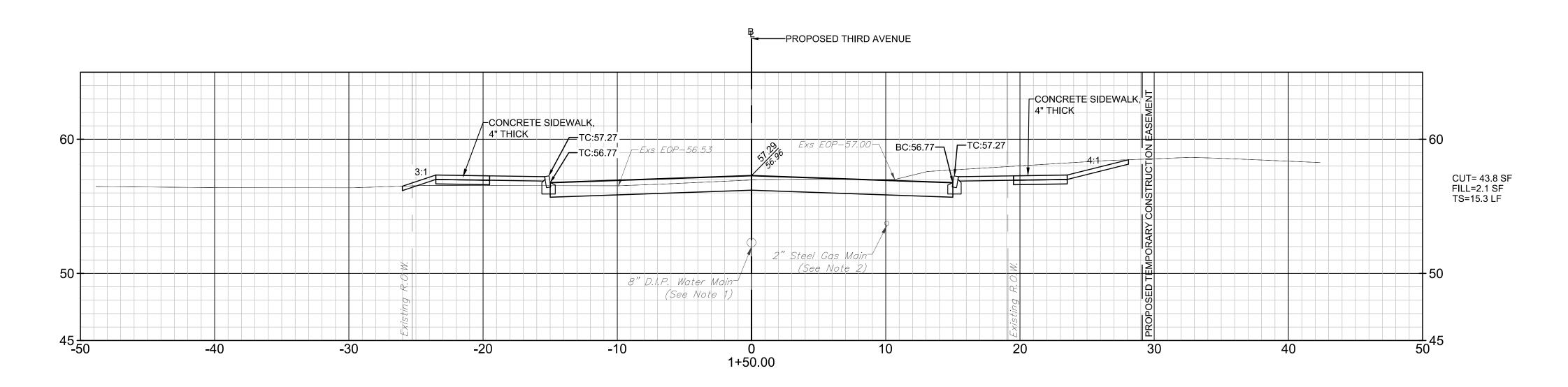
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	DIPALI J. PATEL, P.E.
BY	NEW JERSEY PROFESSIONAL ENGINEER NO. 24GE05163800

SCALE:	DATE:
AS SHOWN	01/10/2022
DESIGNED:	CHECKED:
CS	DJP
SHEET NO.	32 OF 52









0 2.5 5 10 20 1" = 5'

1" = 5' NO. DATE REVISIONS BY

NOTES

1. LOCATION OF 8" DUCTILE IRON WATER MAIN IS APPROXIMATE. LOCATION AND DEPTH TO BE VERIFIED BY CONTRACTOR IN THE FIELD.

2. LOCATION OF 2" STEEL GAS MAIN IS APPROXIMATE. LOCATION AND DEPTH TO BE VERIFIED BY CONTRACTOR IN THE FIELD.

3. FOR CONCRETE DRIVEWAY GRADING, SEE TYPICAL DETAIL ON SHEET 49.

TOWNSHIP OF PISCATAWAY

THIRD AVENUE ROAD IMPROVEMENTS
POSSUMTOWN ROAD TO HANCOCK ROAD, THIRD AVENUE
TOWNSHIP OF PISCATAWAY
MIDDLESEX COUNTY, NEW JERSEY

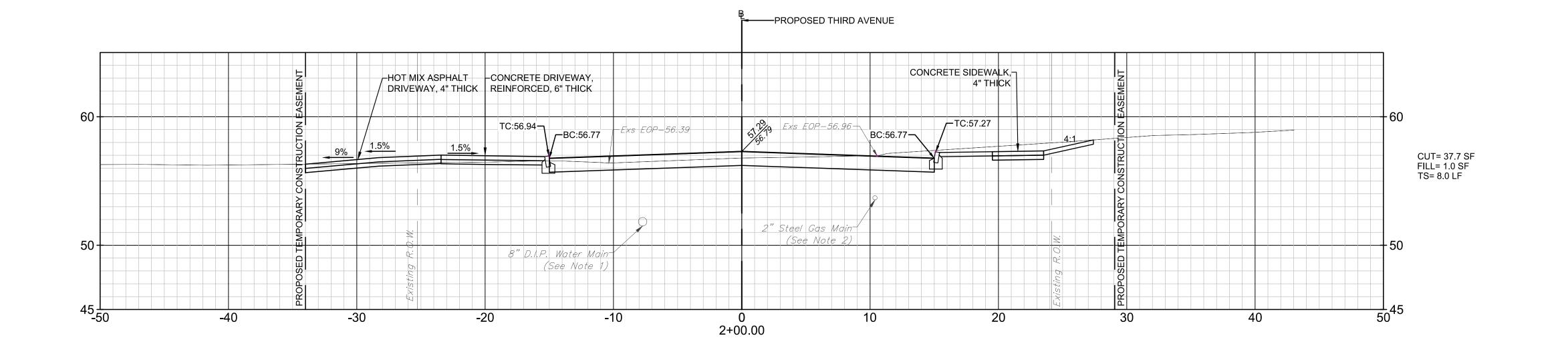
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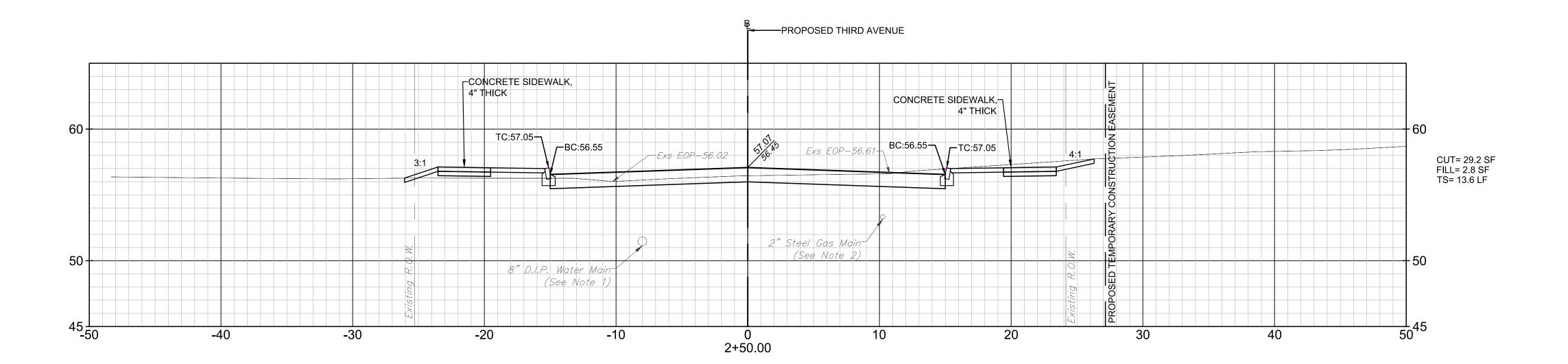


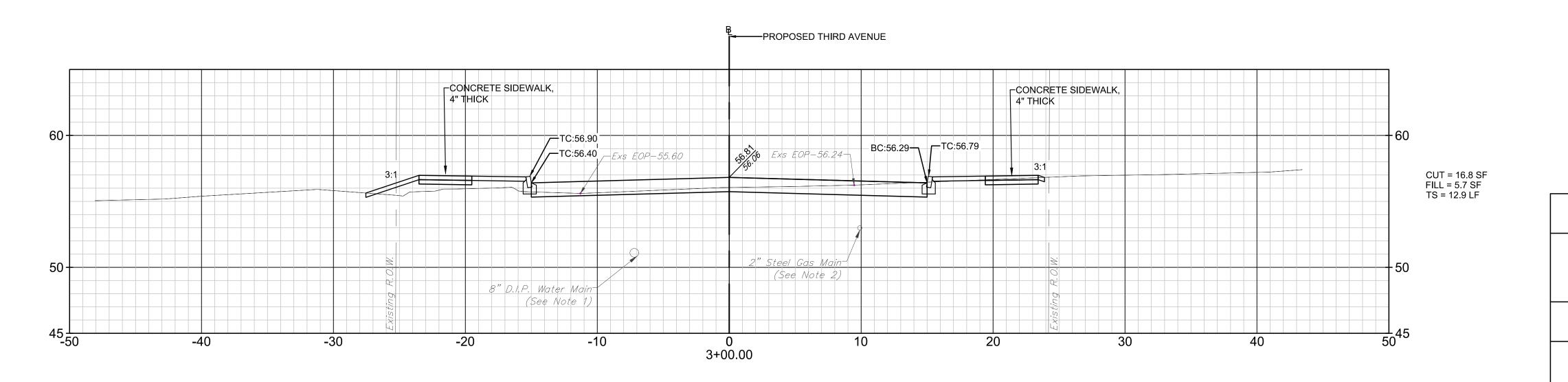
NAIK CONSULTING GROUP, PC

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DIPALI J. PATEL, P.E. NEW JERSEY PROFESSIONAL ENGINEER NO. 24GE05163800

SCALE:	DATE:
AS SHOWN	01/10/2022
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CS	DJP
SHEET NO.	34 OF 52







1. LOCATION OF 8" DUCTILE IRON WATER MAIN IS APPROXIMATE. LOCATION AND DEPTH TO BE VERIFIED BY

LOCATION AND DEPTH TO BE VERIFIED BY CONTRACTOR

2. LOCATION OF 2" STEEL GAS MAIN IS APPROXIMATE.

3. FOR CONCRETE DRIVEWAY GRADING, SEE TYPICAL

CONTRACTOR IN THE FIELD.

IN THE FIELD.

DETAIL ON SHEET 49.

THIRD AVENUE ROAD IMPROVEMENTS
POSSUMTOWN ROAD TO HANCOCK ROAD, THIRD AVENUE
TOWNSHIP OF PISCATAWAY
MIDDLESEX COUNTY, NEW JERSEY

TOWNSHIP OF PISCATAWAY

CROSS SECTIONS



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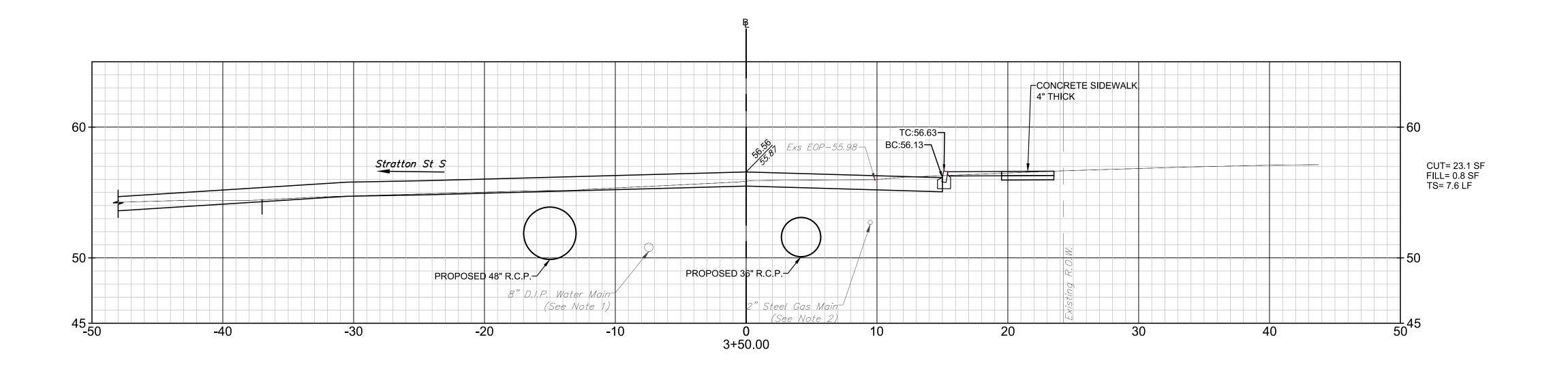
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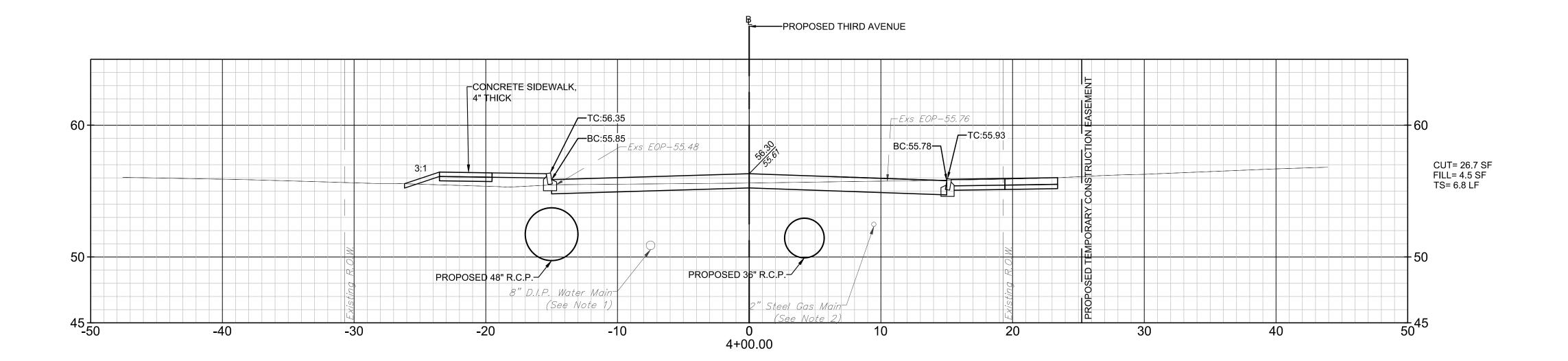
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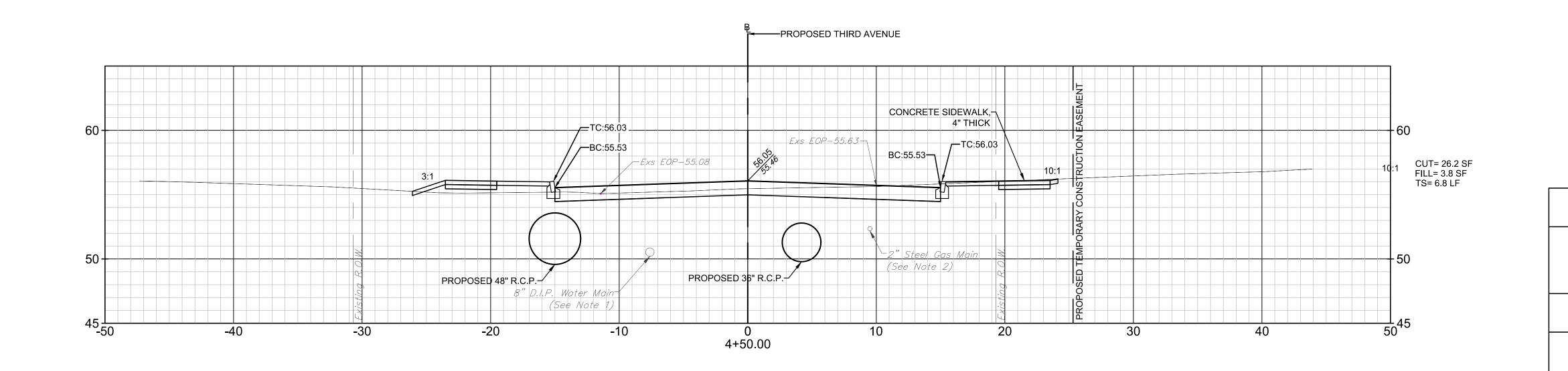
NAIK CONSULTING GROUP, PC

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Pattl No. 124CE05163800	
DIPALI J. PATEL, P.E. NEW JERSEY PROFESSIONAL ENGINEER NO. 24GE05163800	

SCALE:	DATE:
AS SHOWN	01/10/2022
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CS	DJP
SHEET NO.	35 OF 52







CONTRA

1. LOCATION OF 8" DUCTILE IRON WATER MAIN IS APPROXIMATE. LOCATION AND DEPTH TO BE VERIFIED BY CONTRACTOR IN THE FIELD.

2. LOCATION OF 2" STEEL GAS MAIN IS APPROXIMATE. LOCATION AND DEPTH TO BE VERIFIED BY CONTRACTOR IN THE FIELD.

3. FOR CONCRETE DRIVEWAY GRADING, SEE TYPICAL DETAIL ON SHEET 49.

TOWNSHIP OF PISCATAWAY

THIRD AVENUE ROAD IMPROVEMENTS
POSSUMTOWN ROAD TO HANCOCK ROAD, THIRD AVENUE
TOWNSHIP OF PISCATAWAY
MIDDLESEX COUNTY, NEW JERSEY

CROSS SECTIONS



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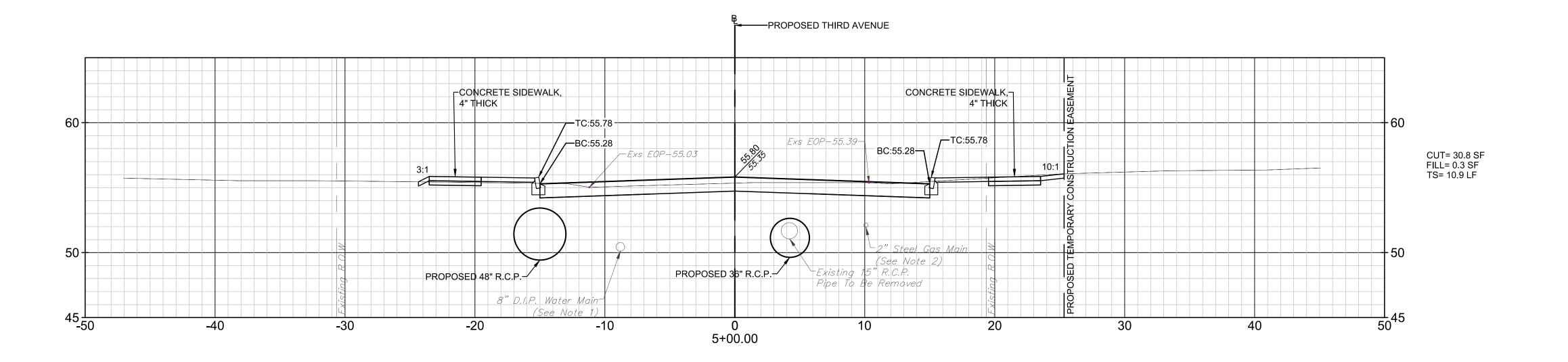
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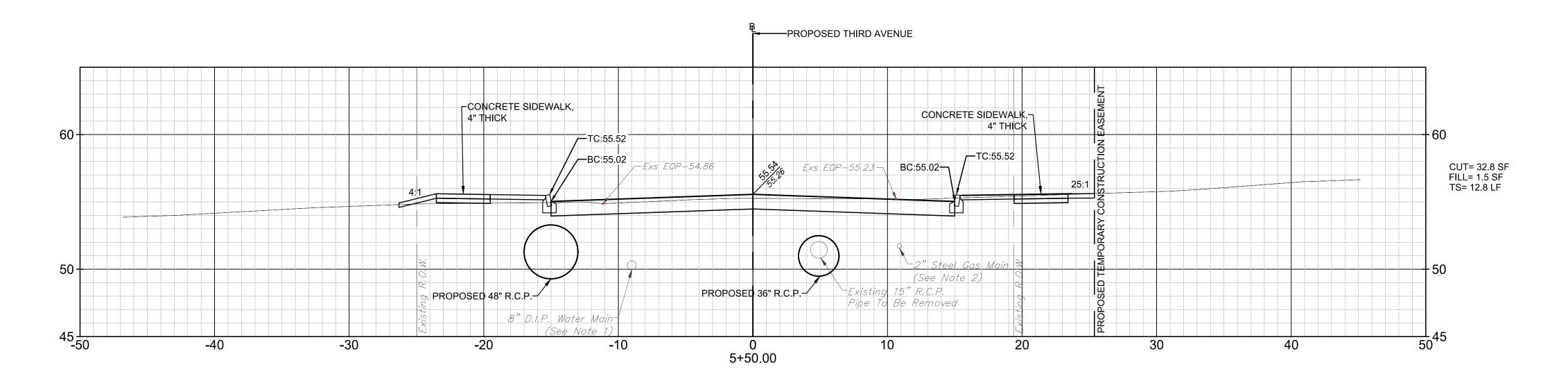
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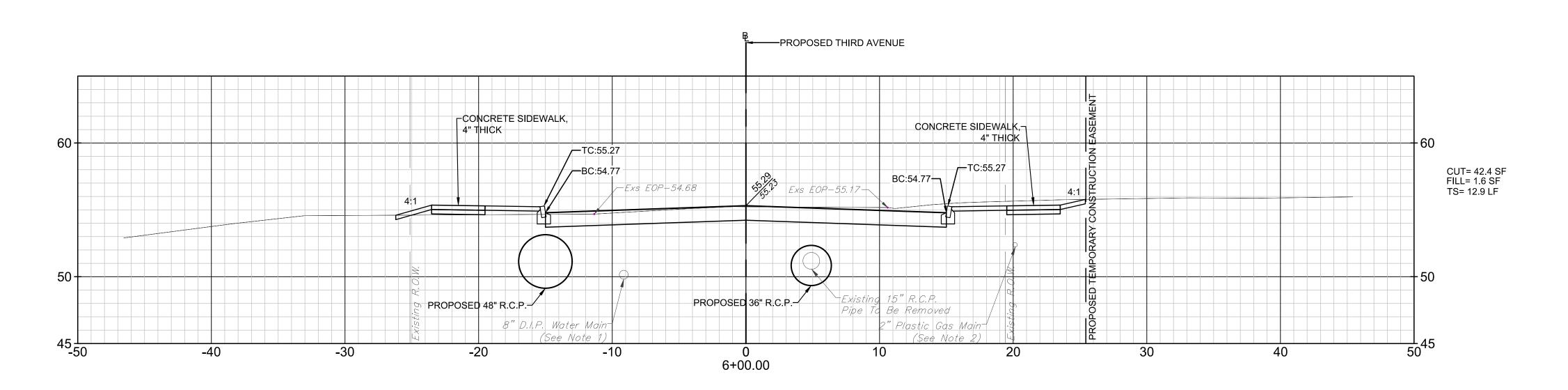
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SCALE:	DATE:
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SHEET NO.	36 OF 52







- 1. LOCATION OF 8" DUCTILE IRON WATER MAIN IS APPROXIMATE. LOCATION AND DEPTH TO BE VERIFIED BY CONTRACTOR IN THE FIELD.
- 2. LOCATION OF 2" STEEL GAS MAIN IS APPROXIMATE. LOCATION AND DEPTH TO BE VERIFIED BY CONTRACTOR IN THE FIELD.
- 3. FOR CONCRETE DRIVEWAY GRADING, SEE TYPICAL **DETAIL ON SHEET 49.**

TOWNSHIP OF PISCATAWAY

THIRD AVENUE ROAD IMPROVEMENTS POSSUMTOWN ROAD TO HANCOCK ROAD, THIRD AVENUE TOWNSHIP OF PISCATAWAY MIDDLESEX COUNTY, NEW JERSEY

CROSS SECTIONS



BY

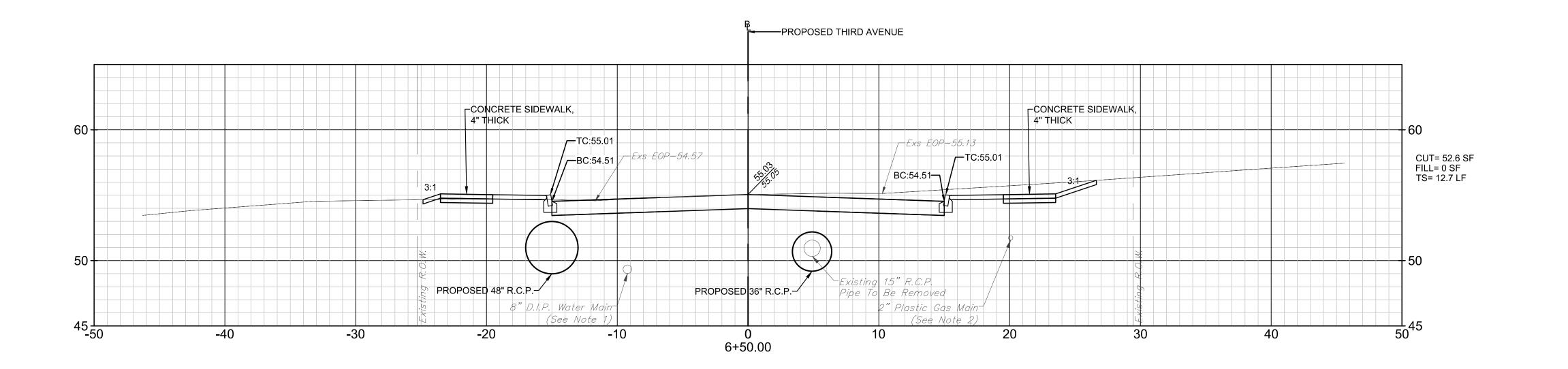
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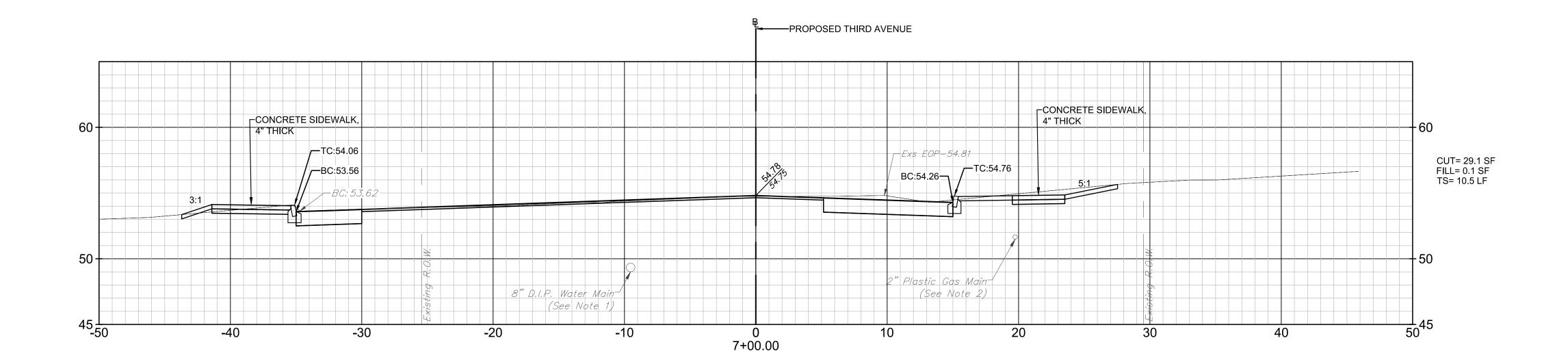
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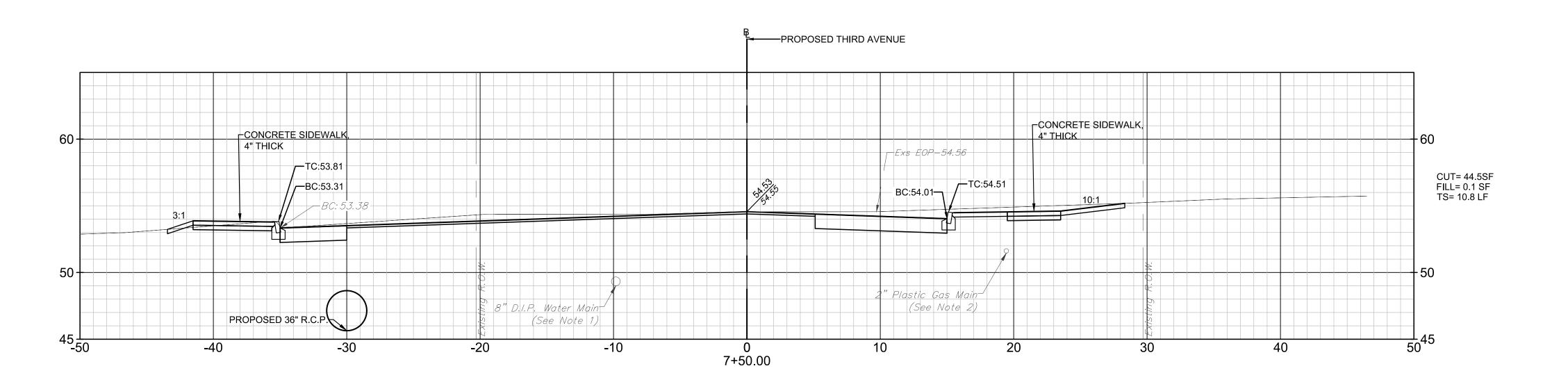
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DIPALI J. PATEL, P.E. NEW JERSEY PROFESSIONAL ENGINEER NO. 24GE05163800

SCALE:	DATE:
AS SHOWN	01/10/2022
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CS	DJP
SHEET NO.	37 OF 52







1" = 5'

REVISIONS

NO. DATE

NOTES

- 1. LOCATION OF 8" DUCTILE IRON WATER MAIN IS APPROXIMATE. LOCATION AND DEPTH TO BE VERIFIED BY CONTRACTOR IN THE FIELD.
- 2. LOCATION OF 2" STEEL GAS MAIN IS APPROXIMATE. LOCATION AND DEPTH TO BE VERIFIED BY CONTRACTOR IN THE FIELD.
- 3. FOR CONCRETE DRIVEWAY GRADING, SEE TYPICAL DETAIL ON SHEET 49.

TOWNSHIP OF PISCATAWAY

THIRD AVENUE ROAD IMPROVEMENTS
POSSUMTOWN ROAD TO HANCOCK ROAD, THIRD AVENUE
TOWNSHIP OF PISCATAWAY
MIDDLESEX COUNTY, NEW JERSEY

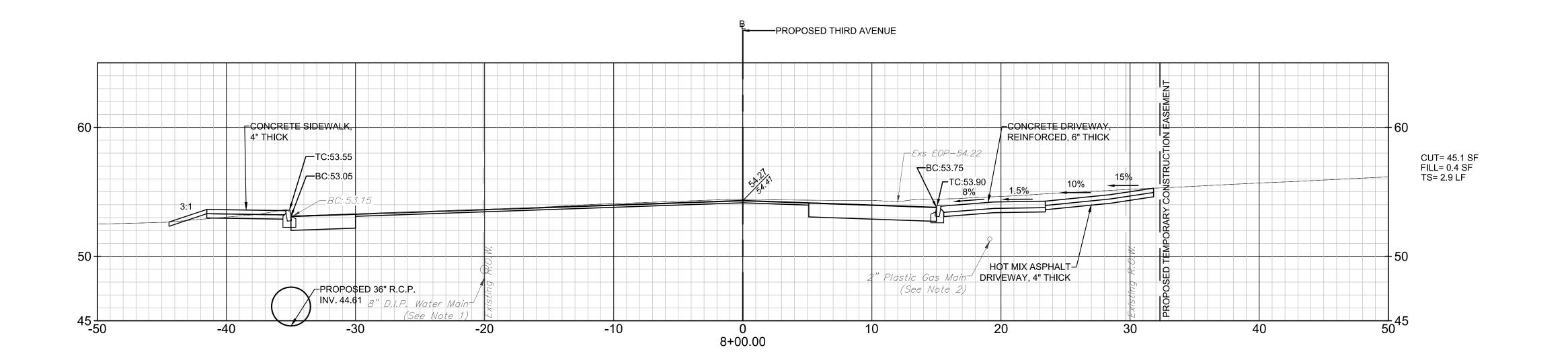
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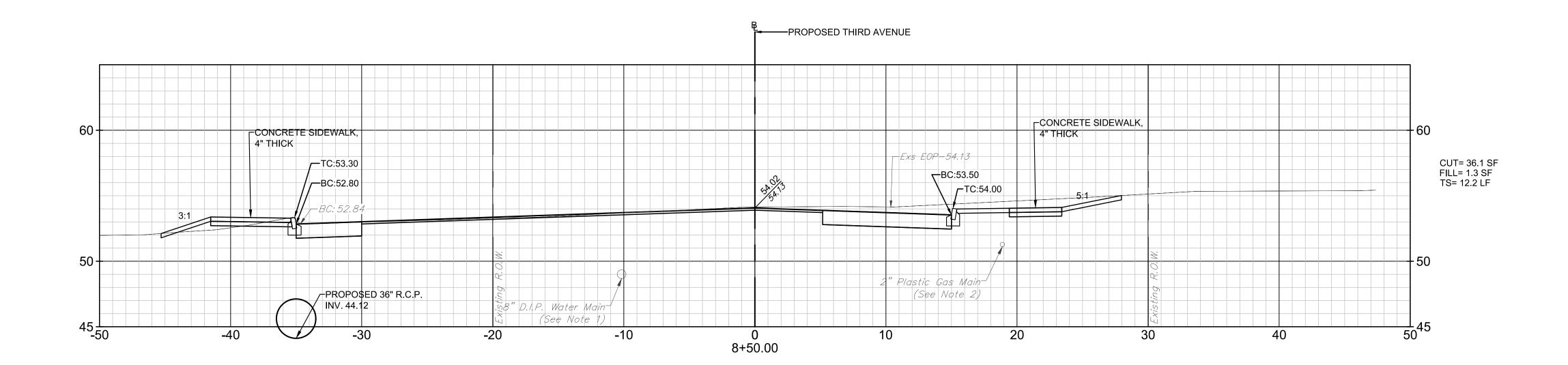


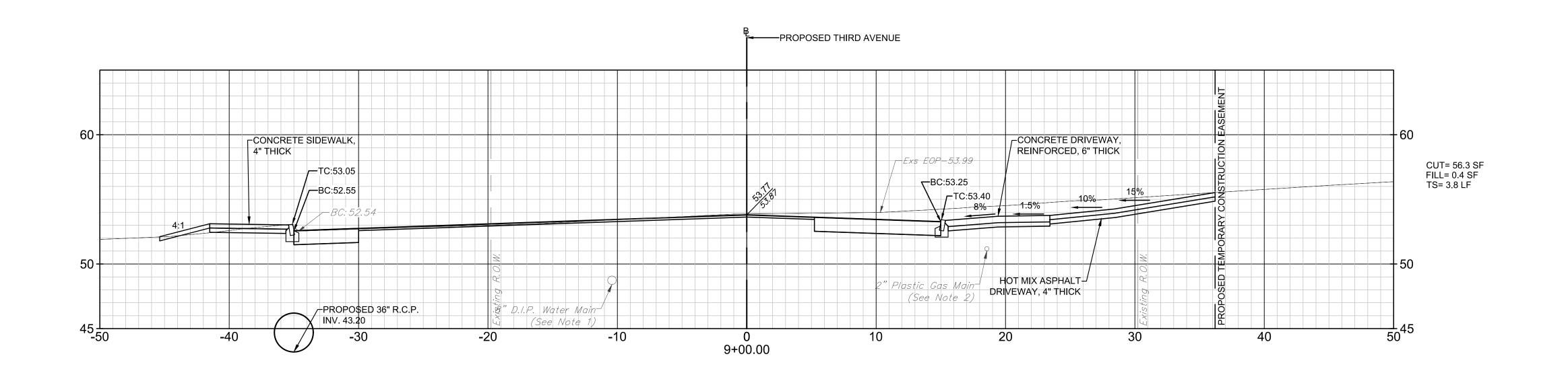
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SCALE:	DATE:
AS SHOWN	01/10/2022
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CS	DJP
SHEET NO.	38 OF 52







1. LOCATION OF 8" DUCTILE IRON WATER MAIN IS APPROXIMATE. LOCATION AND DEPTH TO BE VERIFIED BY

LOCATION AND DEPTH TO BE VERIFIED BY CONTRACTOR

2. LOCATION OF 2" STEEL GAS MAIN IS APPROXIMATE.

3. FOR CONCRETE DRIVEWAY GRADING, SEE TYPICAL

CONTRACTOR IN THE FIELD.

IN THE FIELD.

DETAIL ON SHEET 49.

TOWNSHIP OF PISCATAWAY THIRD AVENUE ROAD IMPROVEMENTS

POSSUMTOWN ROAD TO HANCOCK ROAD, THIRD AVENUE
TOWNSHIP OF PISCATAWAY
MIDDLESEX COUNTY, NEW JERSEY

CROSS SECTIONS



1" = 5'

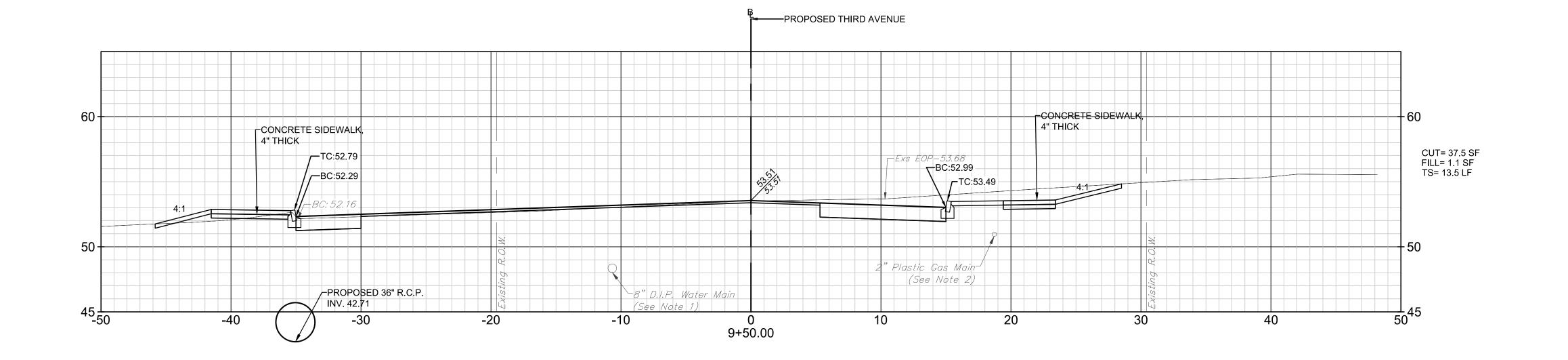
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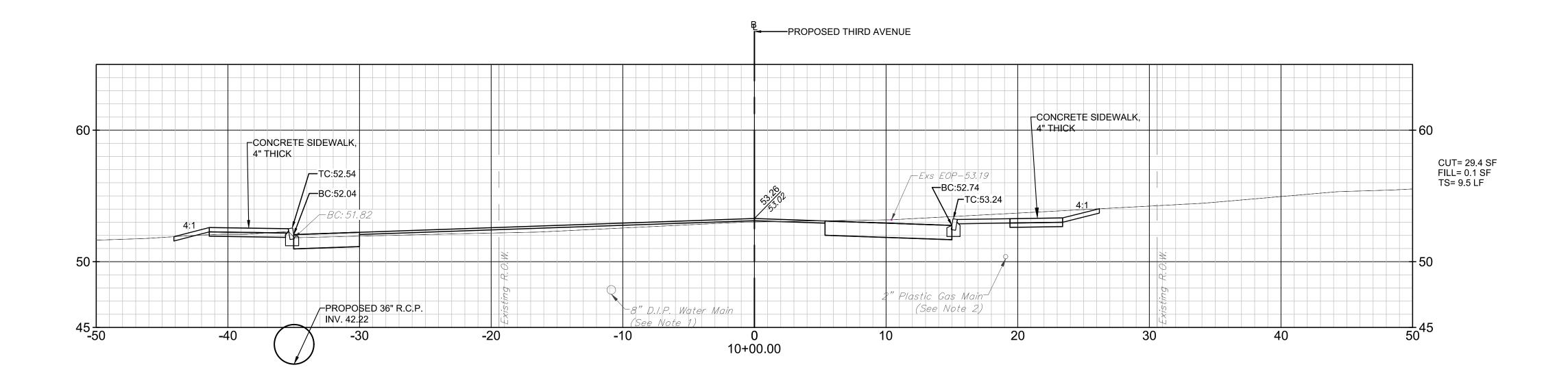
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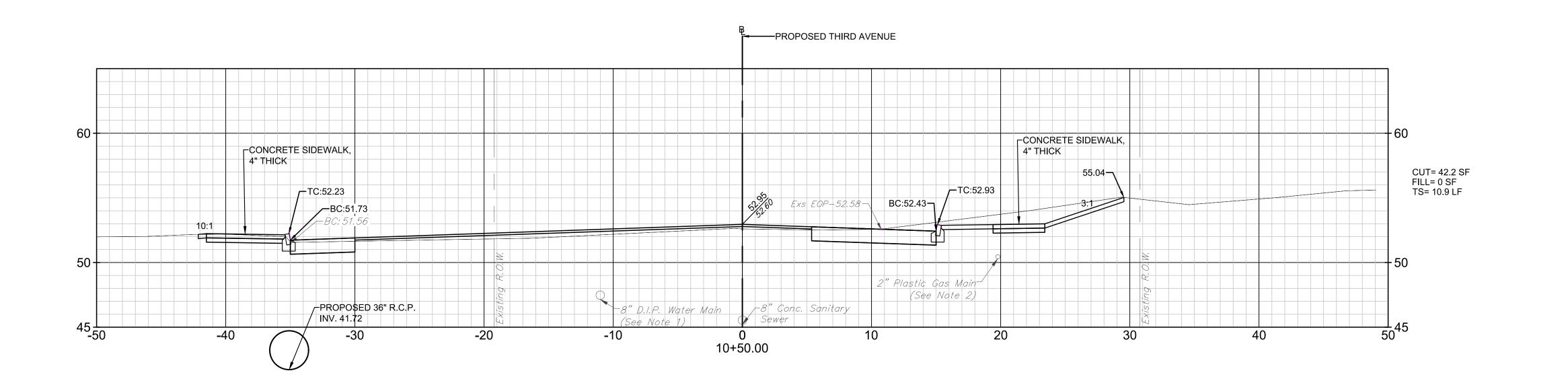
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SHEET NO.	39 OF 52







1. LOCATION OF 8" DUCTILE IRON WATER MAIN IS

CONTRACTOR IN THE FIELD.

IN THE FIELD.

DETAIL ON SHEET 49.

APPROXIMATE. LOCATION AND DEPTH TO BE VERIFIED BY

LOCATION AND DEPTH TO BE VERIFIED BY CONTRACTOR

2. LOCATION OF 2" STEEL GAS MAIN IS APPROXIMATE.

3. FOR CONCRETE DRIVEWAY GRADING, SEE TYPICAL

THIRD AVENUE ROAD IMPROVEMENTS
POSSUMTOWN ROAD TO HANCOCK ROAD, THIRD AVENUE
TOWNSHIP OF PISCATAWAY
MIDDLESEX COUNTY, NEW JERSEY

TOWNSHIP OF PISCATAWAY

CROSS SECTIONS



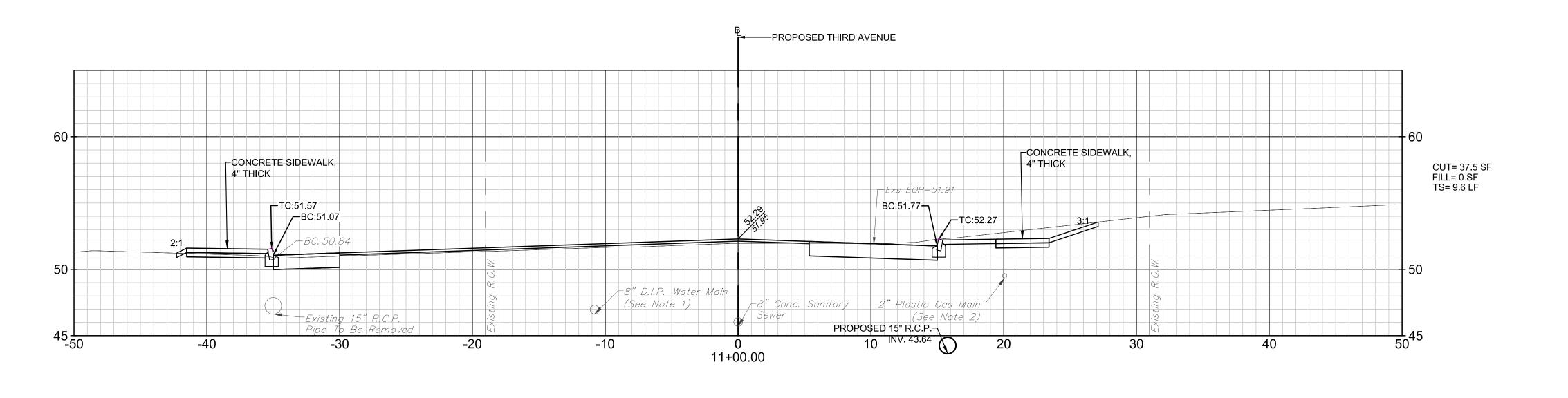
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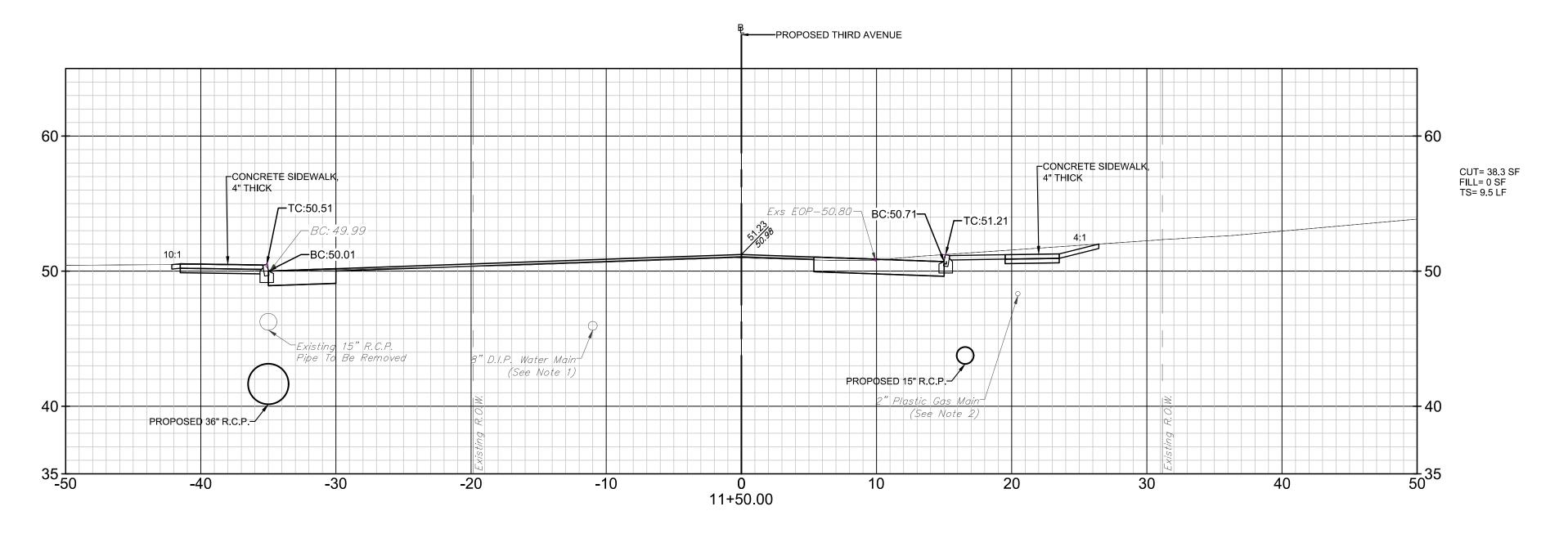
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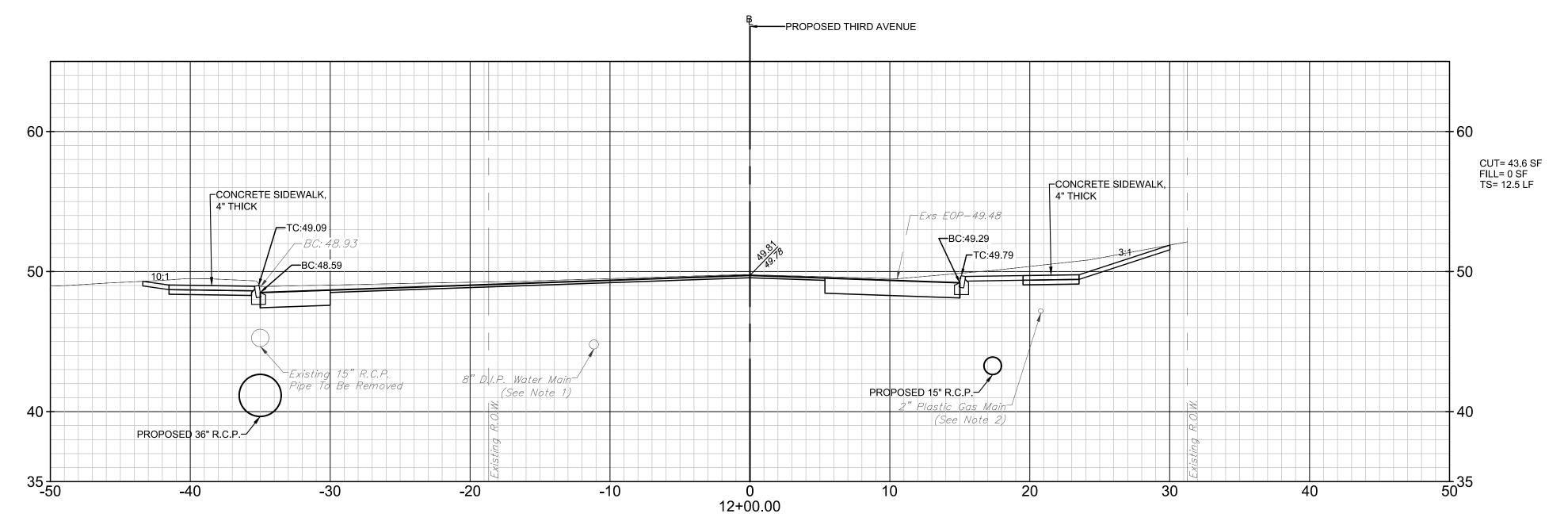
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SCALE:	DATE:
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SHEET NO.	40 OF 52







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NOTES

1. LOCATION OF 8" DUCTILE IRON WATER MAIN IS APPROXIMATE. LOCATION AND DEPTH TO BE VERIFIED BY CONTRACTOR IN THE FIELD.

2. LOCATION OF 2" STEEL GAS MAIN IS APPROXIMATE. LOCATION AND DEPTH TO BE VERIFIED BY CONTRACTOR IN THE FIELD.

3. FOR CONCRETE DRIVEWAY GRADING, SEE TYPICAL DETAIL ON SHEET 49.

TOWNSHIP OF PISCATAWAY

THIRD AVENUE ROAD IMPROVEMENTS
POSSUMTOWN ROAD TO HANCOCK ROAD, THIRD AVENUE
TOWNSHIP OF PISCATAWAY
MIDDLESEX COUNTY, NEW JERSEY

CROSS SECTIONS



NAIK CONSULTING GROUP, PC

Metroplex Plaza, 200 Metroplex Drive, Suite 403 Edison, NJ 08817 Ph: 732-777-0030 Fax: 732-777-0040

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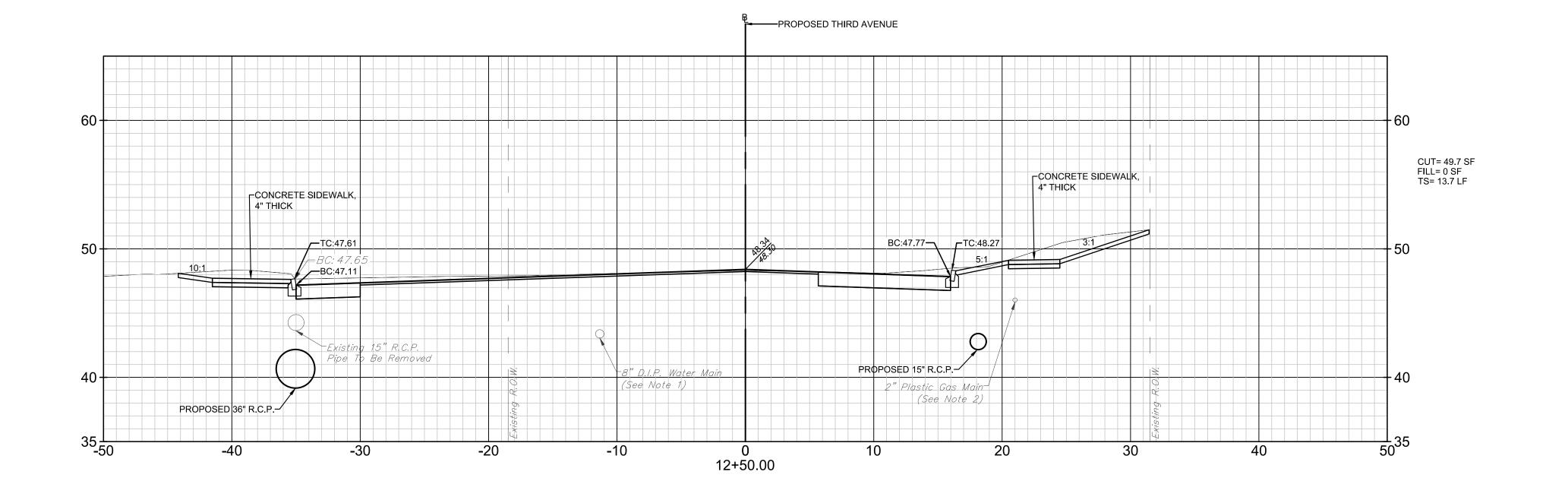
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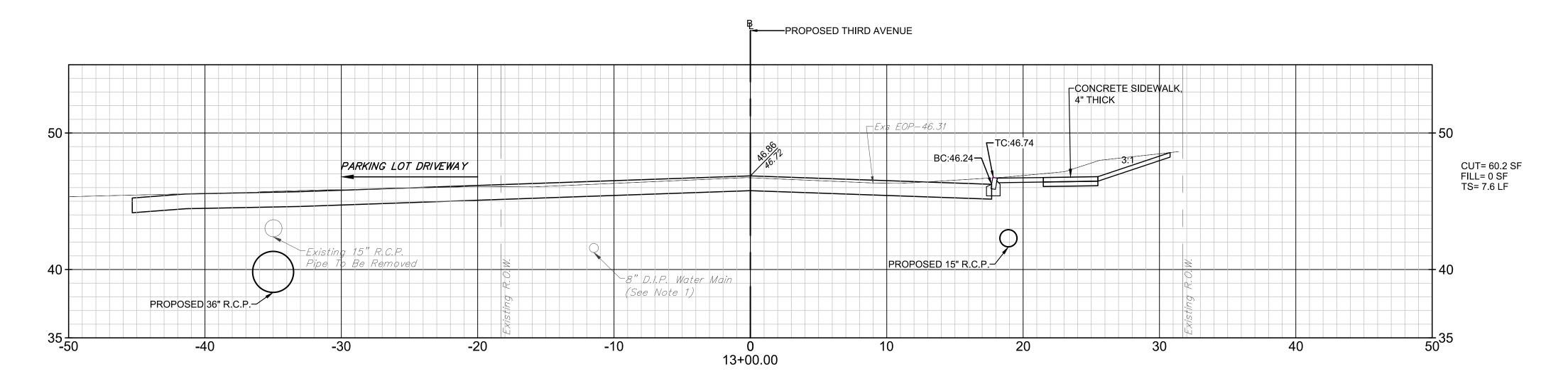
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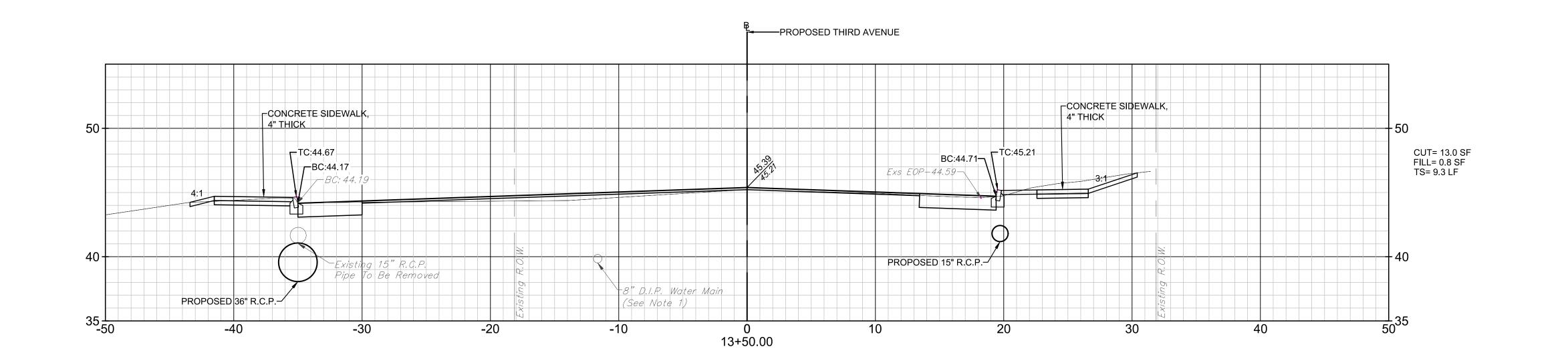
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SCALE:	DATE:
AS SHOWN	01/10/2022
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SHEET NO.	41 OF 52







1" = 5'

NO. DATE

REVISIONS

NOTES

1. LOCATION OF 8" DUCTILE IRON WATER MAIN IS APPROXIMATE. LOCATION AND DEPTH TO BE VERIFIED BY CONTRACTOR IN THE FIELD.

2. LOCATION OF 2" STEEL GAS MAIN IS APPROXIMATE. LOCATION AND DEPTH TO BE VERIFIED BY CONTRACTOR IN THE FIELD.

3. FOR CONCRETE DRIVEWAY GRADING, SEE TYPICAL DETAIL ON SHEET 49.

TOWNSHIP OF PISCATAWAY

THIRD AVENUE ROAD IMPROVEMENTS
POSSUMTOWN ROAD TO HANCOCK ROAD, THIRD AVENUE
TOWNSHIP OF PISCATAWAY
MIDDLESEX COUNTY, NEW JERSEY

CROSS SECTIONS

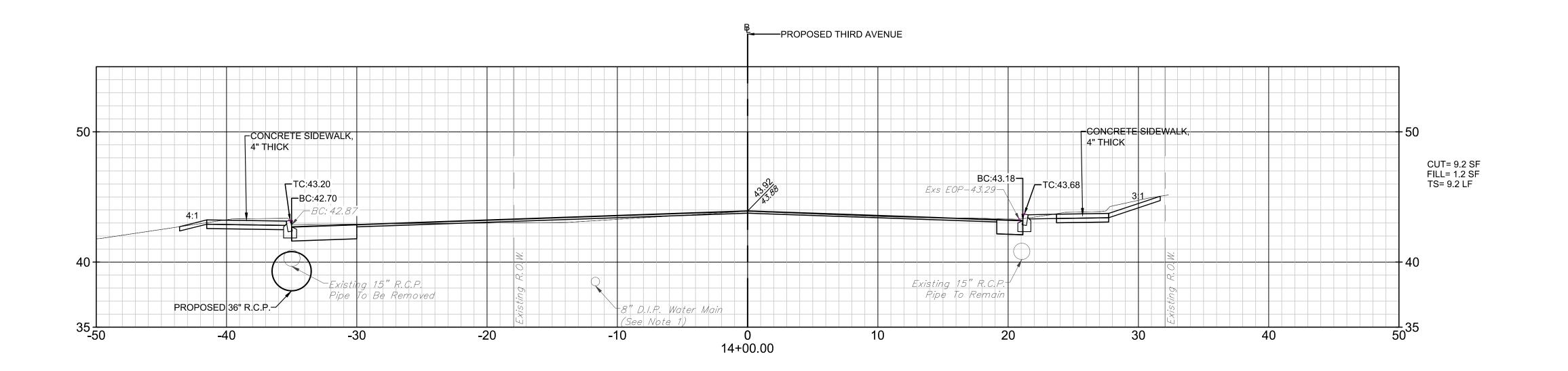


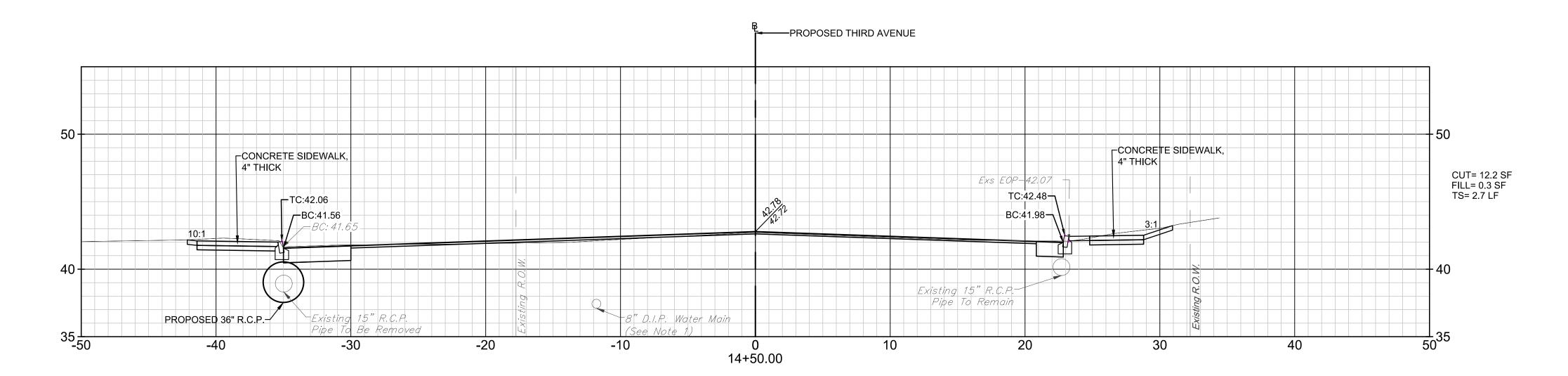
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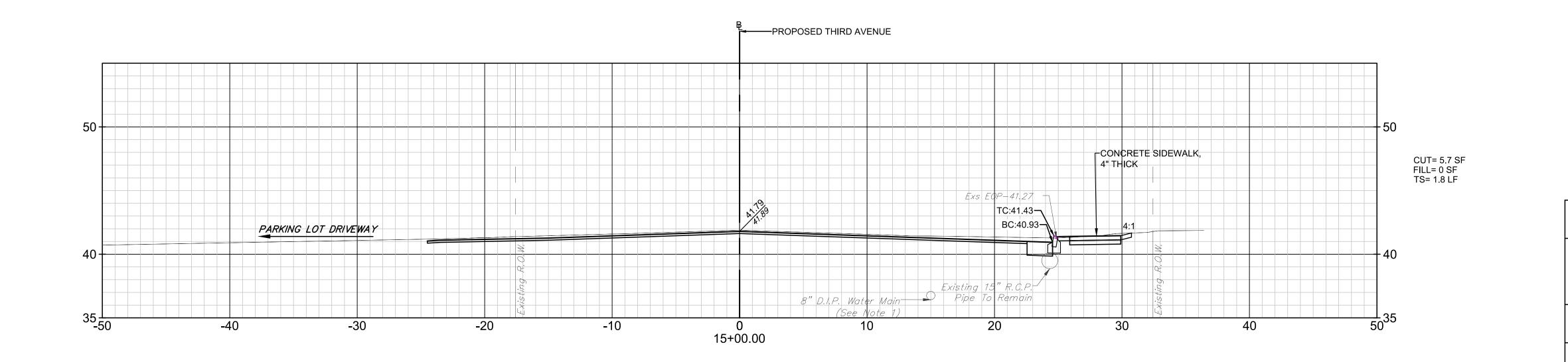
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SCALE:	DATE:
AS SHOWN	01/10/2022
DESIGNED:	CHECKED:
CS	DJP
SHEET NO.	42 OF 52







NOTES

- 1. LOCATION OF 8" DUCTILE IRON WATER MAIN IS APPROXIMATE. LOCATION AND DEPTH TO BE VERIFIED BY CONTRACTOR IN THE FIELD.
- 2. LOCATION OF 2" STEEL GAS MAIN IS APPROXIMATE. LOCATION AND DEPTH TO BE VERIFIED BY CONTRACTOR IN THE FIELD.
- 3. FOR CONCRETE DRIVEWAY GRADING, SEE TYPICAL DETAIL ON SHEET 49.

TOWNSHIP OF PISCATAWAY

THIRD AVENUE ROAD IMPROVEMENTS
POSSUMTOWN ROAD TO HANCOCK ROAD, THIRD AVENUE
TOWNSHIP OF PISCATAWAY
MIDDLESEX COUNTY, NEW JERSEY

CROSS SECTIONS



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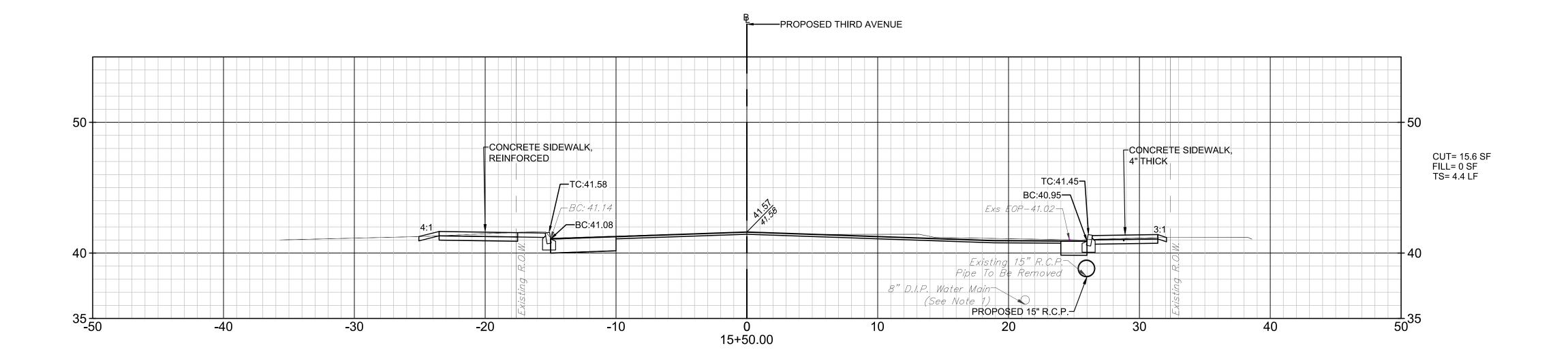
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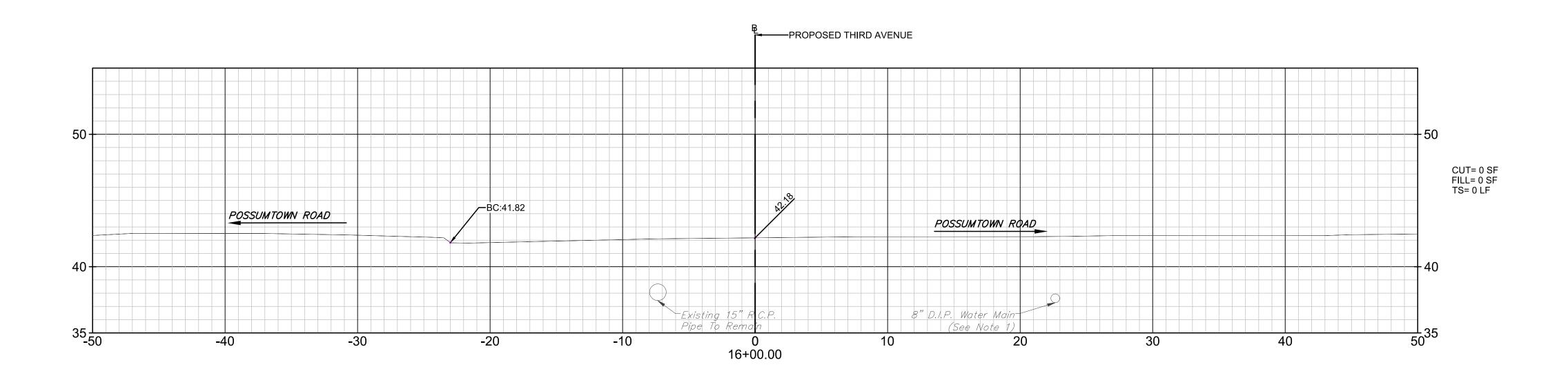
REVISIONS

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DIPALI J. PATEL, P.E. NEW JERSEY PROFESSIONAL ENGINEER NO. 24GE05163800		

SCALE:	DATE:
AS SHOWN	01/10/2022
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CS	DJP
SHEET NO.	43 OF 52





NOTES:

- 1. LOCATION OF 8" DUCTILE IRON WATER MAIN IS APPROXIMATE. LOCATION AND DEPTH TO BE VERIFIED BY CONTRACTOR IN THE FIELD.
- 2. LOCATION OF 2" STEEL GAS MAIN IS APPROXIMATE. LOCATION AND DEPTH TO BE VERIFIED BY CONTRACTOR IN THE FIELD.
- 3. FOR CONCRETE DRIVEWAY GRADING, SEE TYPICAL DETAIL ON SHEET 49.

TOWNSHIP OF PISCATAWAY

THIRD AVENUE ROAD IMPROVEMENTS
POSSUMTOWN ROAD TO HANCOCK ROAD, THIRD AVENUE
TOWNSHIP OF PISCATAWAY
MIDDLESEX COUNTY, NEW JERSEY

CROSS SECTIONS



NO. DATE

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NAIK CONSULTING GROUP, PC

Metroplex Plaza, 200 Metroplex Drive, Suite 403 Edison, NJ 08817 Ph: 732-777-0030 Fax: 732-777-0040

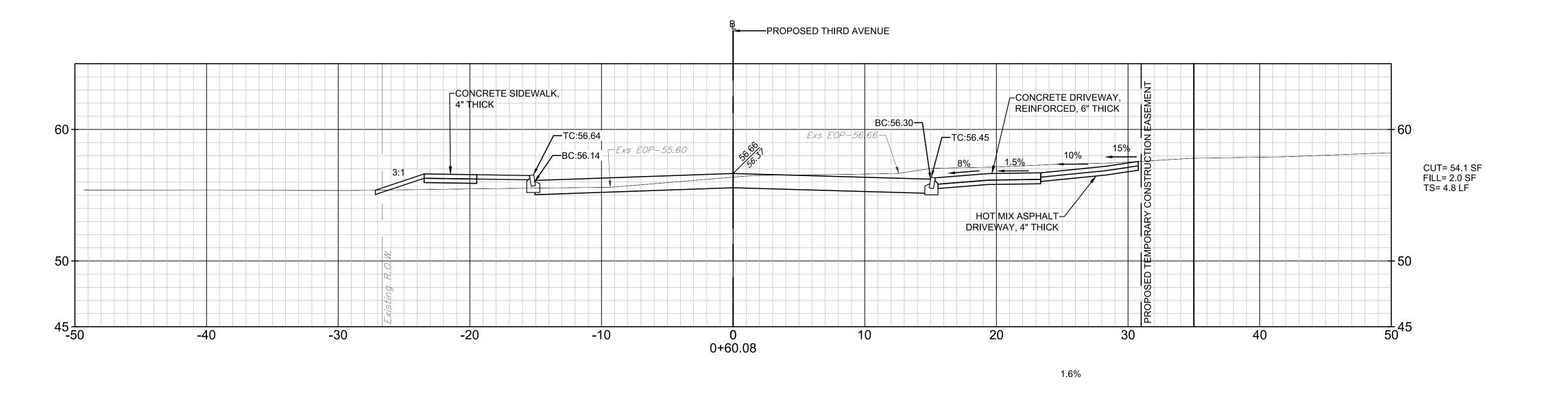
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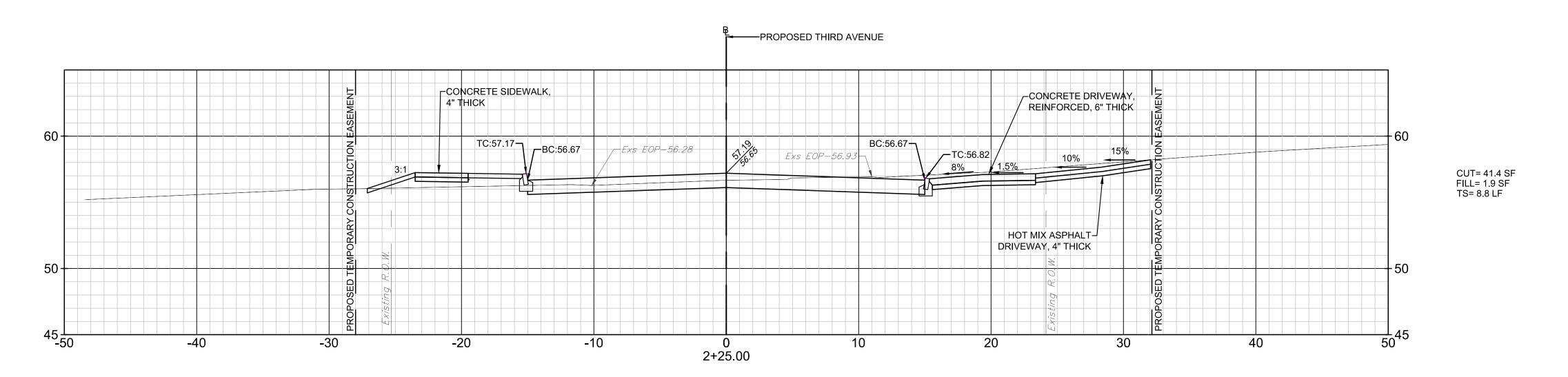
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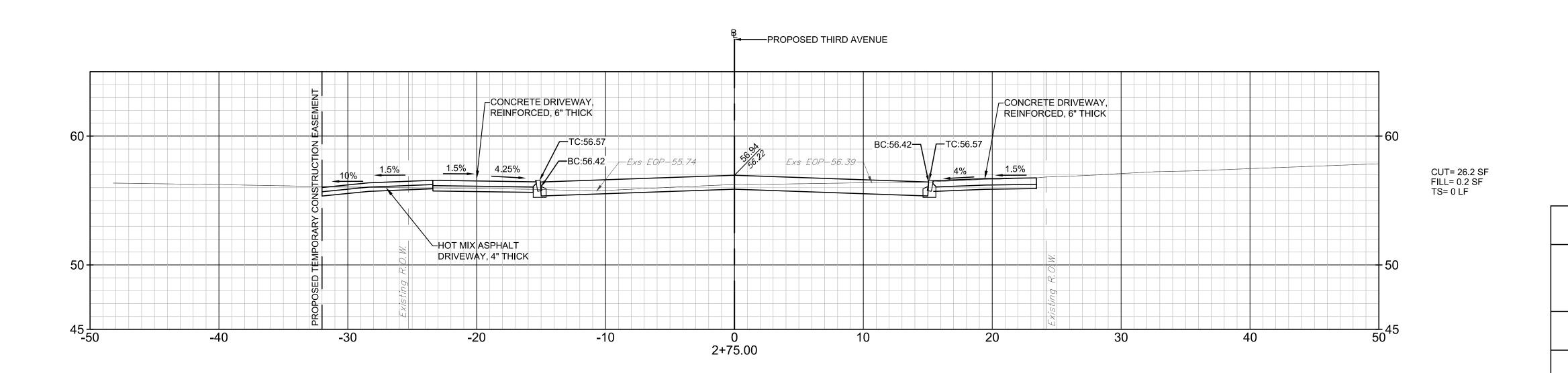
DIPALI J. PATEL, P.E.

NEW JERSEY PROFESSIONAL ENGINEER NO. 24GE05163800

SCALE:	DATE:
AS SHOWN	01/10/2022
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SHEET NO.	44 OF 52







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- 1. LOCATION OF 8" DUCTILE IRON WATER MAIN IS APPROXIMATE. LOCATION AND DEPTH TO BE VERIFIED BY CONTRACTOR IN THE FIELD.
- 2. LOCATION OF 2" STEEL GAS MAIN IS APPROXIMATE. LOCATION AND DEPTH TO BE VERIFIED BY CONTRACTOR IN THE FIELD.
- 3. FOR CONCRETE DRIVEWAY GRADING, SEE TYPICAL DETAIL ON SHEET 49.

TOWNSHIP OF PISCATAWAY

THIRD AVENUE ROAD IMPROVEMENTS
POSSUMTOWN ROAD TO HANCOCK ROAD, THIRD AVENUE
TOWNSHIP OF PISCATAWAY
MIDDLESEX COUNTY, NEW JERSEY

DRIVEWAY CROSS SECTIONS-1



BY

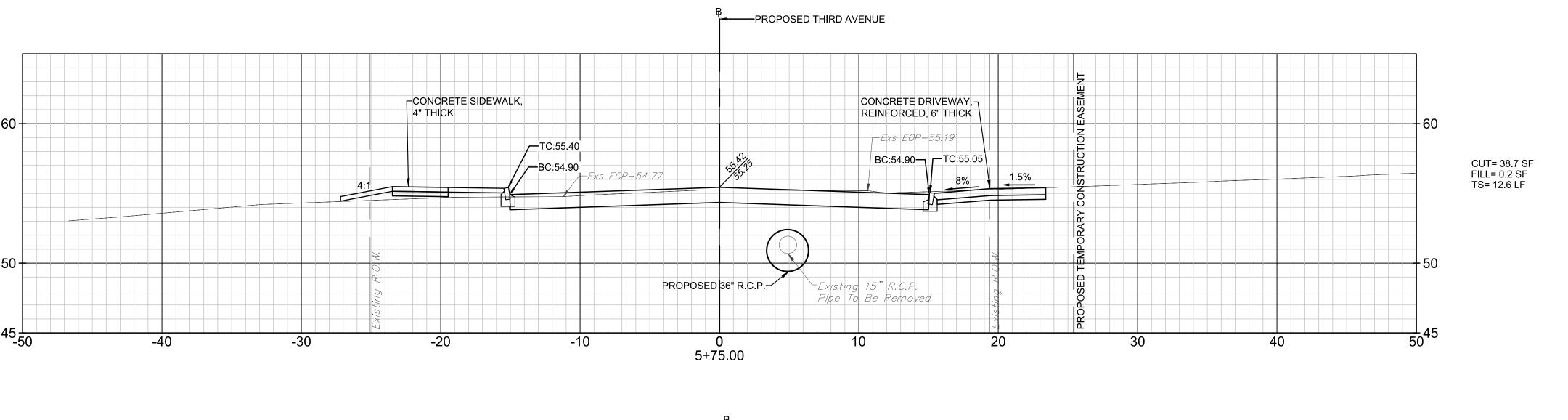
NO. DATE

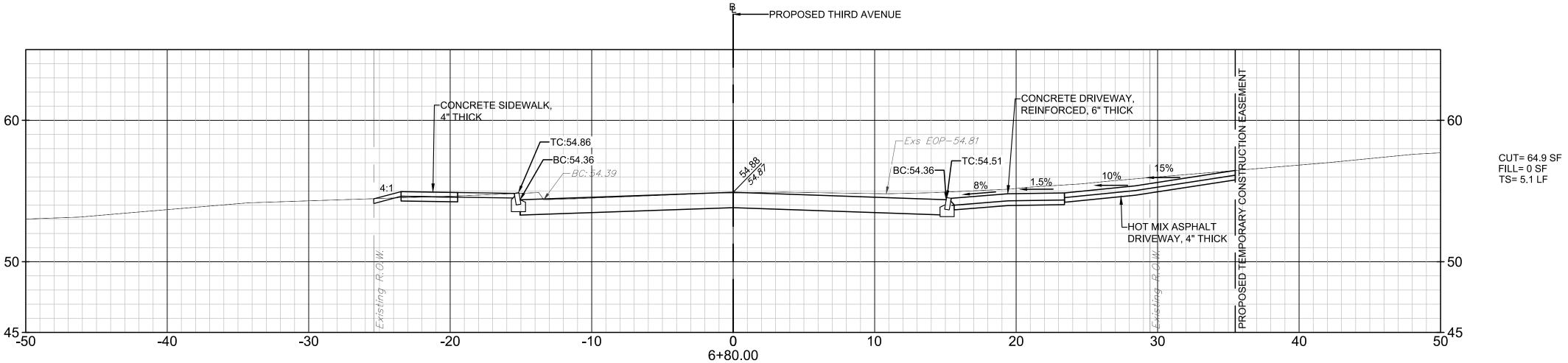
REVISIONS

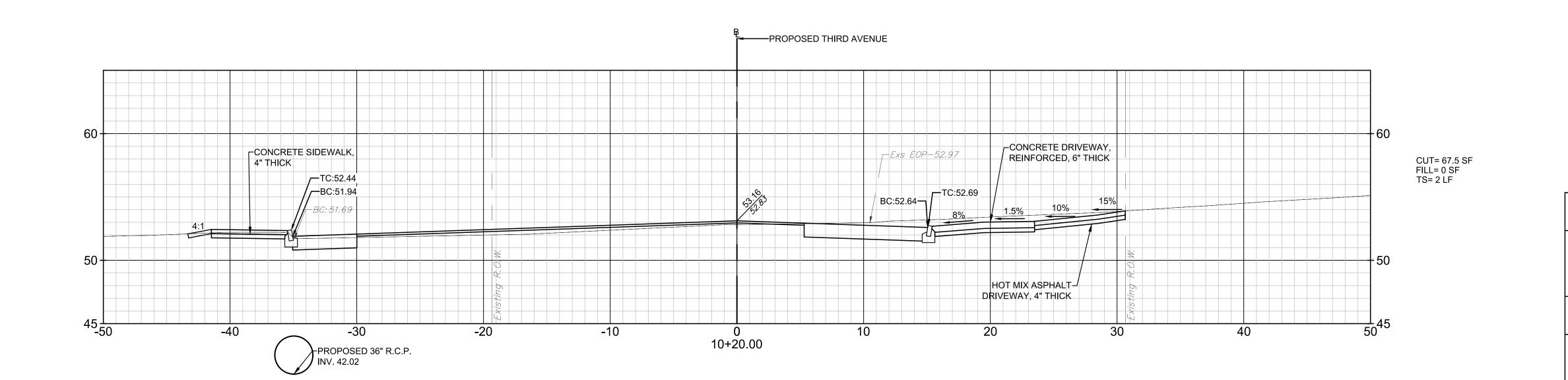
NAIK CONSULTING GROUP, PC

.11114.		
Pattl No. 124CE05163800		
DIPALI J. PATEL, P.E. NEW JERSEY PROFESSIONAL ENGINEER NO. 24GE05163800		

SCALE:	DATE:
AS SHOWN	01/10/2022
DESIGNED:	CHECKED:
CS	DJP
SHEET NO.	45 OF 52







1. LOCATION OF 8" DUCTILE IRON WATER MAIN IS APPROXIMATE. LOCATION AND DEPTH TO BE VERIFIED BY CONTRACTOR IN THE FIELD.

2. LOCATION OF 2" STEEL GAS MAIN IS APPROXIMATE. LOCATION AND DEPTH TO BE VERIFIED BY CONTRACTOR IN THE FIELD.

3. FOR CONCRETE DRIVEWAY GRADING, SEE TYPICAL **DETAIL ON SHEET 49.**

TOWNSHIP OF PISCATAWAY

THIRD AVENUE ROAD IMPROVEMENTS
POSSUMTOWN ROAD TO HANCOCK ROAD, THIRD AVENUE TOWNSHIP OF PISCATAWAY MIDDLESEX COUNTY, NEW JERSEY

DRIVEWAY CROSS SECTIONS-2



NO. DATE

REVISIONS

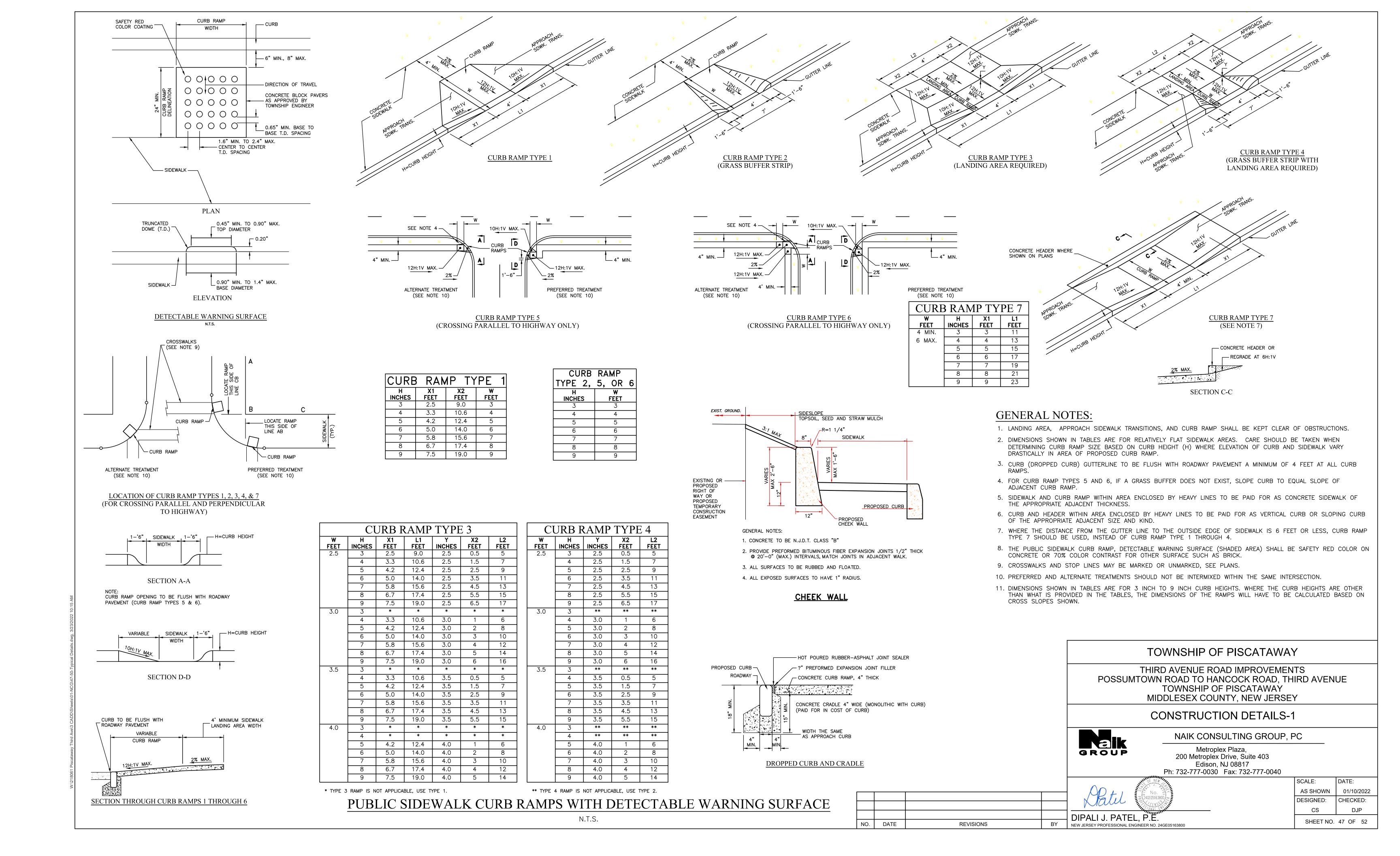
NAIK CONSULTING GROUP, PC

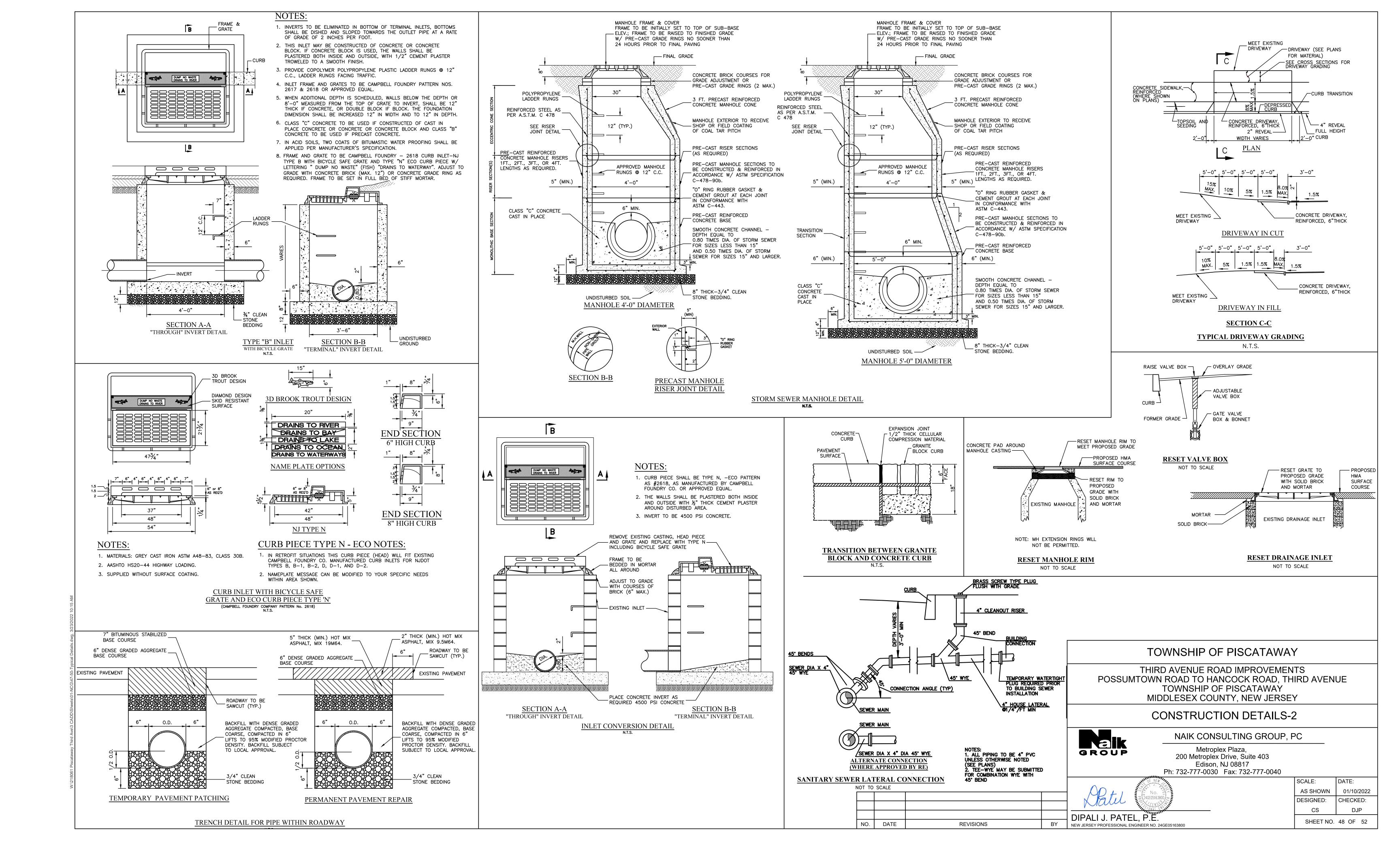
Metroplex Plaza, 200 Metroplex Drive, Suite 403 Edison, NJ 08817 Ph: 732-777-0030 Fax: 732-777-0040

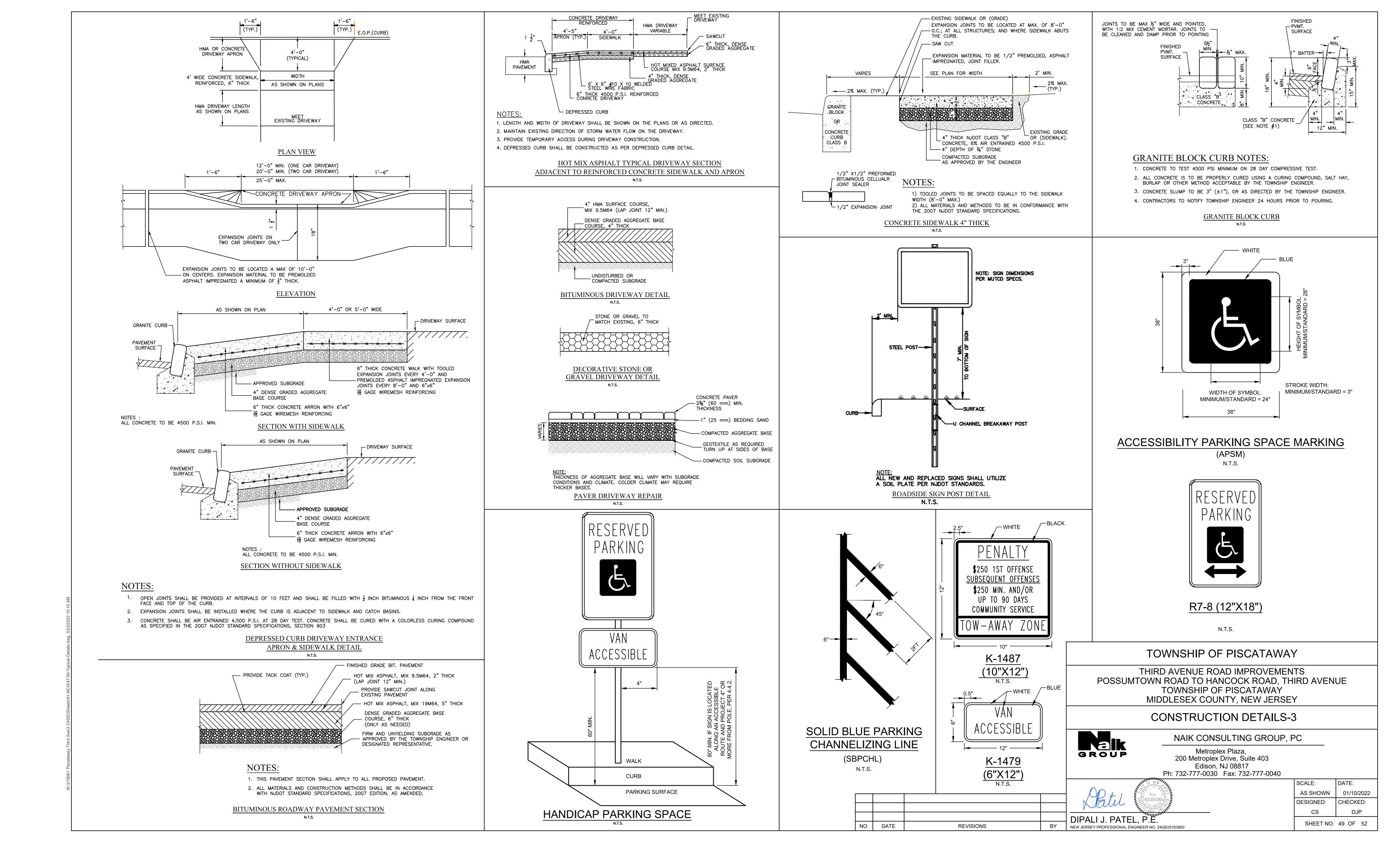
BY DIPALI J. PATEL, P.E.

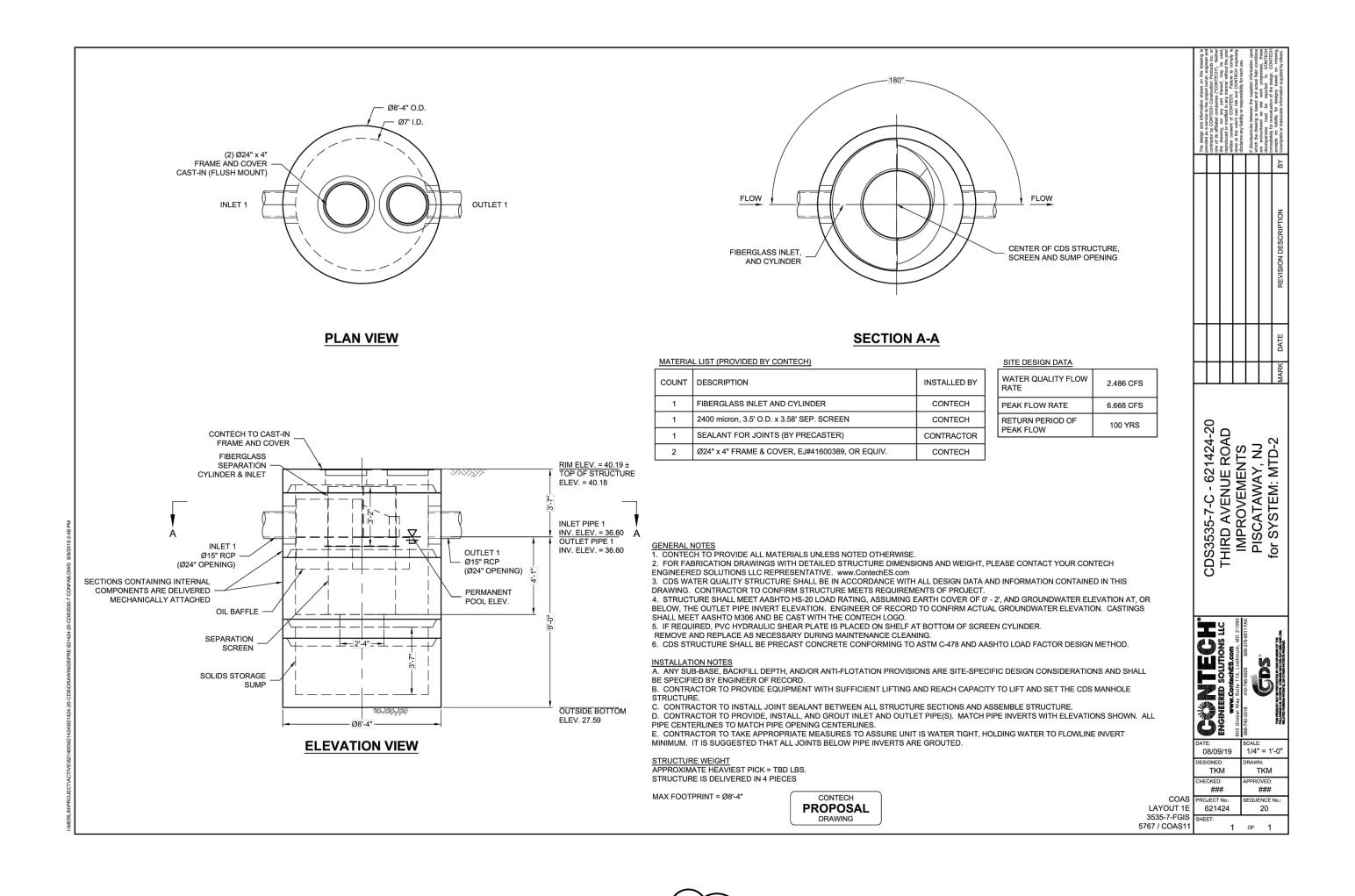
NEW JERSEY PROFESSIONAL ENGINEER NO. 24GE05163800

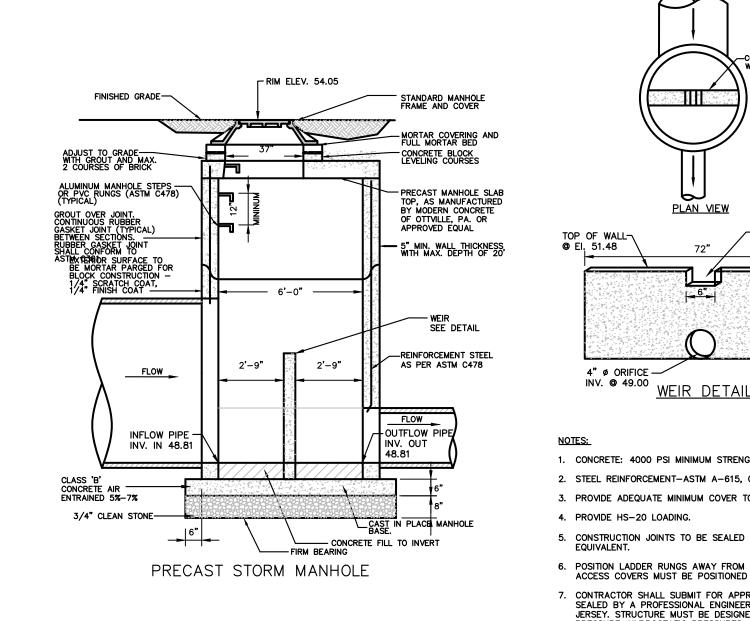
SCALE:	DATE:
AS SHOWN	01/10/2022
DESIGNED:	CHECKED:
CS	DJP
SHEET NO.	46 OF 52

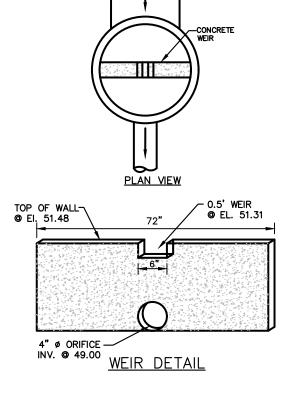












OUTLET STRUCTURE RIM ELEV. INV. IN INV. OUT ORIFICE

OUTLET CONTROL STRUCTURE-OCS-1 DETAIL NOT TO SCALE

0S-200 54.05 48" RCP 15" RCP 1 X 6" @ 49

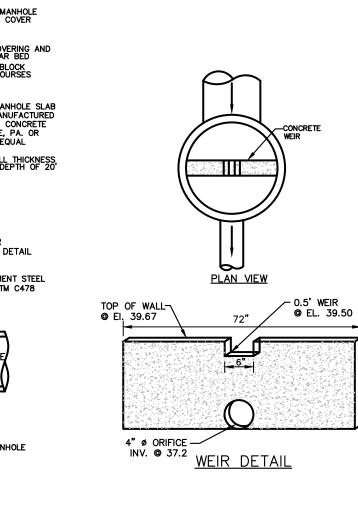
	4" Ø ORIFICE INV. © 49.00 WEIR DETAIL
NO	TES:
1.	CONCRETE: 4000 PSI MINIMUM STRENGTH, AIR ENTRAINED 5%-7%.
2.	STEEL REINFORCEMENT-ASTM A-615, GRADE 60.
3.	PROVIDE ADEQUATE MINIMUM COVER TO STEEL.
4.	PROVIDE HS-20 LOADING.
5.	CONSTRUCTION JOINTS TO BE SEALED WITH 1" BUTYLE RUBBER OR EQUIVALENT.
6.	POSITION LADDER RUNGS AWAY FROM PIPE WHERE POSSIBLE. MANHOLE ACCESS COVERS MUST BE POSITIONED OVER LADDER RUNGS.
7.	CONTRACTOR SHALL SUBMIT FOR APPROVAL SHOP DRAWINGS SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF NEW JERSEY. STRUCTURE MUST BE DESIGNED TO WITHSTAND LATERAL EARTH PRESSURE, HYDROSTATIC PRESSURES AND AASHTO HS20-44 TRUCK LOADS.

RECT. WEIR/TOP OF WALL

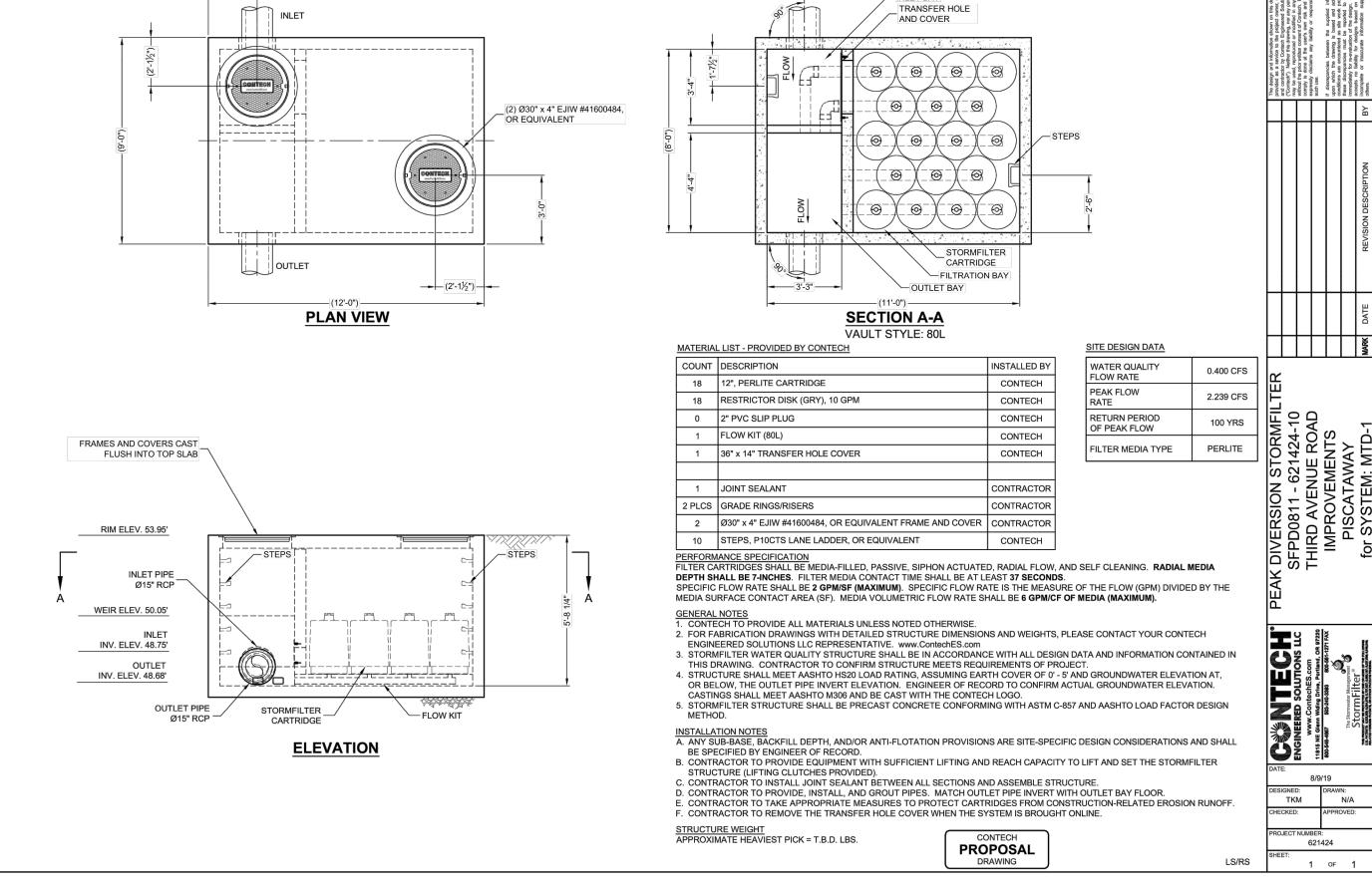
0.5' **©** 51.31/51.48

LALALA.	MINIMINING.	NINININININININI	
			MORTAR COVER
	<u> </u>		FULL MORTAR E
ADJUST TO GRADE WITH GROUT AND MAX.	37"	→	CONCRETE BLOC LEVELING COURS
2 COURSES OF BRICK			LEVELING COOK.
ALUMINUM MANHOLE STEPS		74	
OR PVC RUNGS (ASTM C478) (TYPICAL)	VII 1 1 3 1 3		TOP, AS MANUF
GROUT OVER JOINT.	12"T		BY MODERN COI
CONTINUOUS RUBBER	ĬŊ Ġ Ţ		OF OTTVILLE, PA
GASKET JOINT (TYPICAL) BETWEEN SECTIONS.	-		
BETWEEN SECTIONS. RUBBER GASKET JOINT SHALL CONFORM TO ASTM C361	(a) (a)	<u> </u>	5" MIN. WALL TO WITH MAX. DEPT
	- i 	\	–
EXTERIOR SURFACE TO BE MORTAR PARGED FOR	N		1
BLOCK CONSTRUCTION — 1/4" SCRATCH COAT, 1/4" FINISH COAT —	N		
1/4" FINISH COAT	-	6'-0"	
	35		WEIR SEE DET
			SEE DET
1			REINFORCEMENT
(2'-9"	2'-9"	AS PER ASTM O
\			
FLOW _			
λ			
/\			FLOW
INFLOW PIPE	_		OUTFLOW PIPE
INV. IN 37.00		- I/-	INV. OUT 🔥
\/	11	M Y	37.00
	//		<u> </u>
CLASS 'B' CONCRETE AIR			v6"
ENTRAINED 5%-7%			8"
3/4" CLEAN STONE	SUBSTRUCTURE STRUCTURE		8
•	6"	\	ST IN PLACE MANHO
 	<u>°</u> \		FILL TO INVERT
·	`	FIRM BEARING	· /- · · · · · · · · · · · · · · · ·
PF	RECAST ST	ORM MANHO	F
' '	(20/(01 01	C1 (14) 1417 (14) 101	_

RIM ELEV. 41.50



OUTLET STRUCTURE RIM ELEV. INV. IN INV. OUT ORIFICE



RECT. WEIR/TOP OF WALL

- 1. CONCRETE: 4000 PSI MINIMUM STRENGTH, AIR ENTRAINED 5%-7%.
- 2. STEEL REINFORCEMENT-ASTM A-615, GRADE 60.
- 3. PROVIDE ADEQUATE MINIMUM COVER TO STEEL.
- 4. PROVIDE HS-20 LOADING.
- 5. CONSTRUCTION JOINTS TO BE SEALED WITH 1" BUTYLE RUBBER OR EQUIVALENT.
- POSITION LADDER RUNGS AWAY FROM PIPE WHERE POSSIBLE. MANHOLE ACCESS COVERS MUST BE POSITIONED OVER LADDER RUNGS.
- 7. CONTRACTOR SHALL SUBMIT FOR APPROVAL SHOP DRAWINGS SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF NEW JERSEY. STRUCTURE MUST BE DESIGNED TO WITHSTAND LATERAL EARTH PRESSURE, HYDROSTATIC PRESSURES AND AASHTO HS20-44 TRUCK

TOWNSHIP OF PISCATAWAY

THIRD AVENUE ROAD IMPROVEMENTS POSSUMTOWN ROAD TO HANCOCK ROAD, THIRD AVENUE TOWNSHIP OF PISCATAWAY MIDDLESEX COUNTY, NEW JERSEY

CONSTRUCTION DETAILS-4



NAIK CONSULTING GROUP, PC

Metroplex Plaza, 200 Metroplex Drive, Suite 403 Edison, NJ 08817

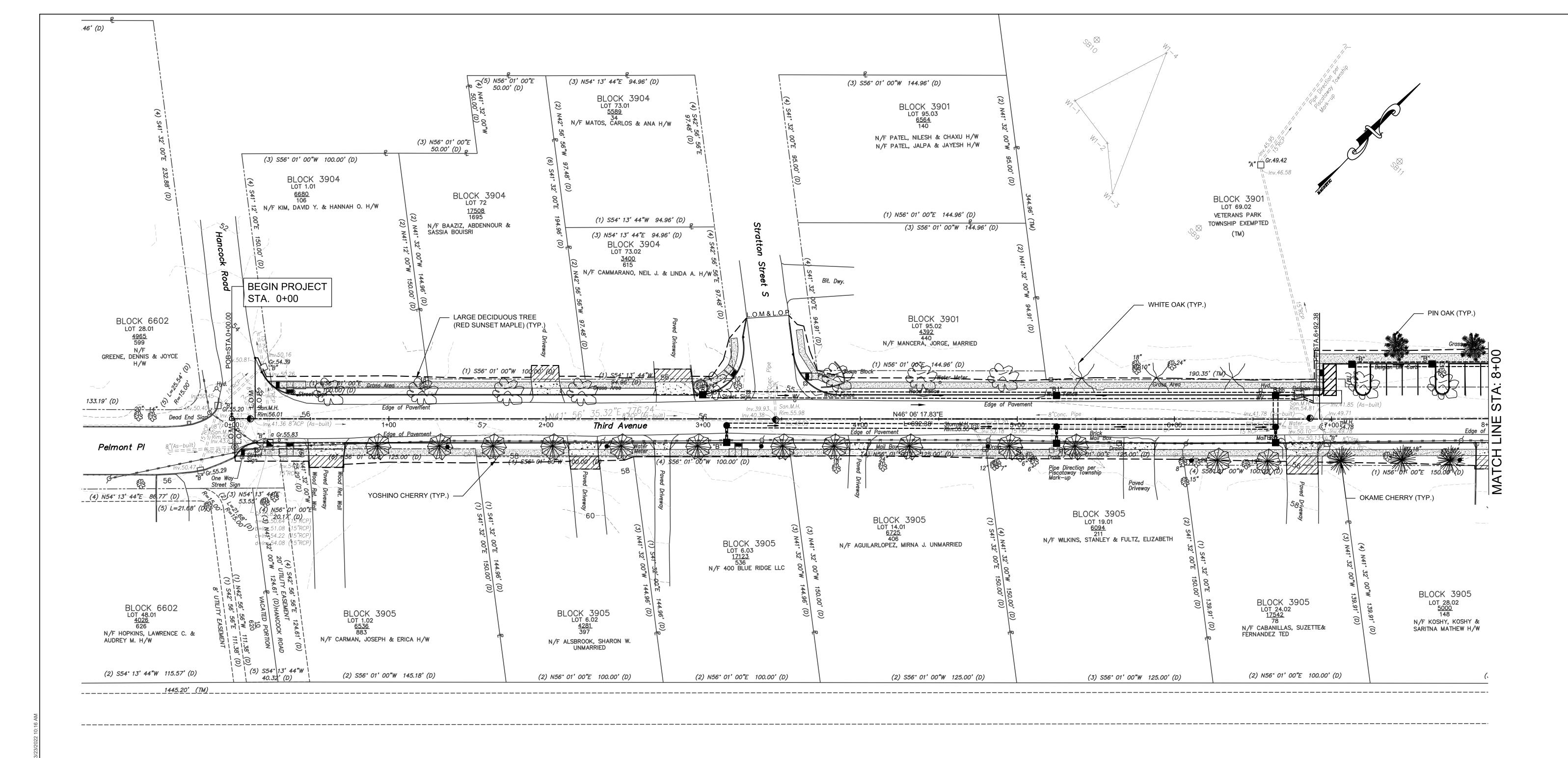
Ph: 732-777-0030 Fax: 732-777-0040

	SIKUCIUKE						
	0S-200	41.50	36" RCP CLASS V	15" RCP CLASS V	1 X 6" @ 37.2	0.5' €	39.50/39.67
OUTLET CONTROL STRUCTU	RF_00	CS-2	DFTAII		_		
NOT TO SCALE	112		<u> </u>	=			

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NO.	DATE	REVISIONS	BY	NEW JI

		111. 702-777-0000 T dx. 702-777-0040	•	
		NEW OF NEW	SCALE:	DATE:
	1		AS SHOWN	01/10/2022
	+	2.24GE05163800: = 1	DESIGNED:	CHECKED:
		ONAL ENGLISH	CS	DJP
		DIPALI J. PATEL, P.Ë.	SHEET NO	50 OF 52
REVISIONS	BY	NEW JERSEY PROFESSIONAL ENGINEER NO. 24GE05163800	SHEET NO.	50 OF 52



ITEM NO.	KEY	QUANT.	BOTANICAL NAME	COMMON NAME	SIZE/REMARKS	LEGEND
52	AR	10	ACER RUBRUM RED SUNSET	RED SUNSET MAPLE	2" - 2 1 " CALIPER, B&B	
54	QA	3	QUERCUS ALBA	WHITE OAK	2" - 2 ½" CALIPER, B&B	X
55	QP	2	QUERCUS PALUSTRIS	PIN OAK	2" - 2 1 " CALIPER, B&B	
56	PY	13	PRUNUS X YEODENSIS	YOSHINO CHERRY	2" - 2 ½" CALIPER, B&B	
57	РО	3	PRUNUS OKAME	OKAME CHERRY	2" - 2 1 " CALIPER, B&B	

ITEM NO.	TO BE CONSTRUCTED	UNIT	PLAN QUANTIT
52	LARGE DECIDUOUS TREE, 2-2 1/2" CALIPER, B&B (RED SUNSET MAPLE)	UNIT	14
53	LARGE DECIDUOUS TREE, 2-2 1/2" CALIPER, B&B (ARMSTRONG RED MAPLE)	UNIT	9
54	LARGE DECIDUOUS TREE, 2-2 1/2" CALIPER, B&B (WHITE OAK)	UNIT	5
55	LARGE DECIDUOUS TREE, 2-2 1/2" CALIPER, B&B (PIN OAK)	UNIT	7
56	SMALL DECIDUOUS TREE, 2-2 1/2" CALIPER, B&B (YOSHINO CHERRY)	UNIT	13
57	SMALL DECIDUOUS TREE, 2-2 1/2" CALIPER, B&B (OKAME CHERRY)	UNIT	10

NOTES

STREET TREE PLANTING LOCATION AND TYPE IS PROVIDED BY PISCATAWAY TOWNSHIP LANDSCAPE ARCHITECT.

NO. DATE

30 0 15 30 60 1" = 30'

REVISIONS

TOWNSHIP OF PISCATAWAY

THIRD AVENUE ROAD IMPROVEMENTS
POSSUMTOWN ROAD TO HANCOCK ROAD, THIRD AVENUE
TOWNSHIP OF PISCATAWAY
MIDDLESEX COUNTY, NEW JERSEY

LANDSCAPE PLAN-1



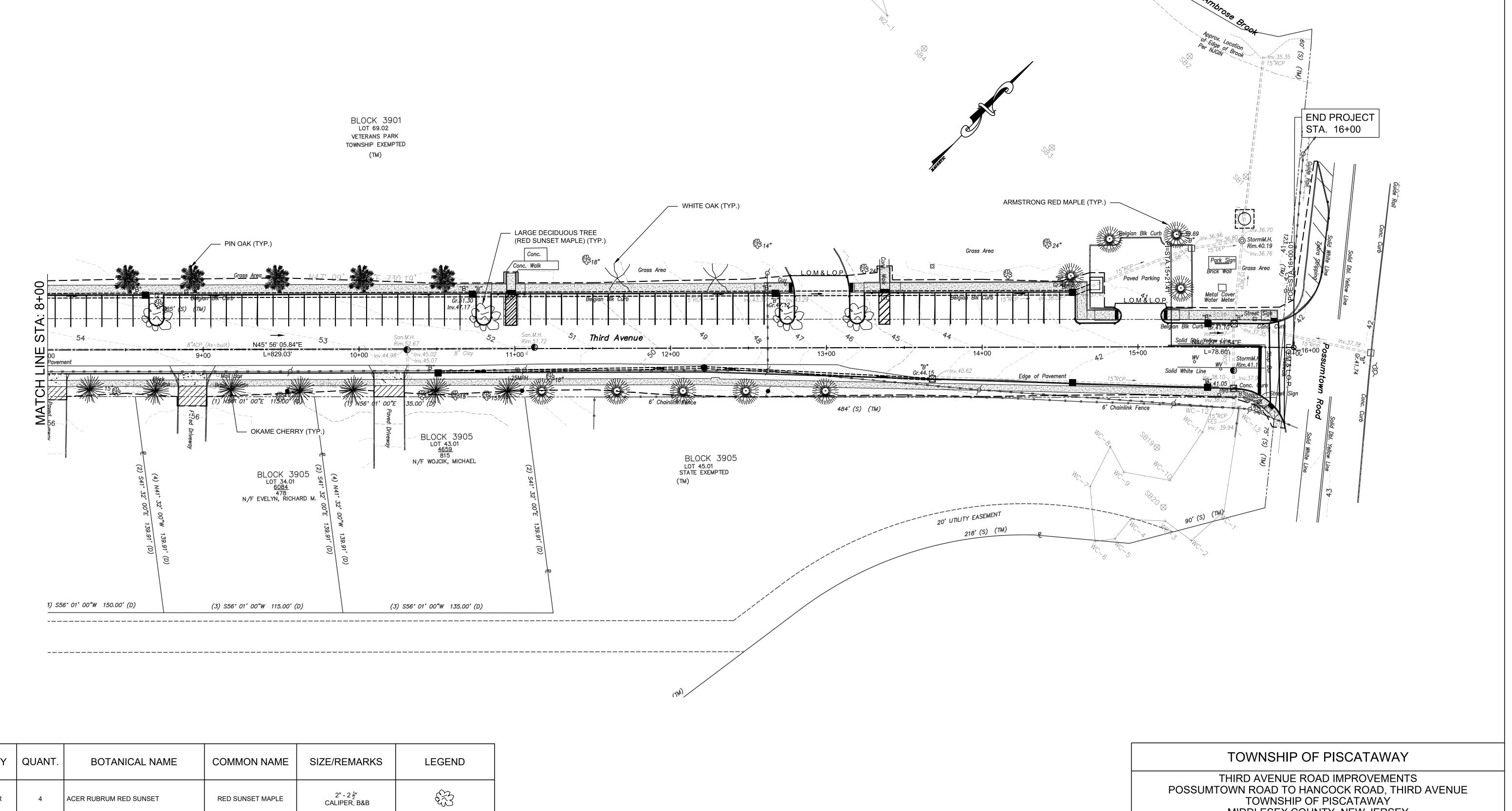
NAIK CONSULTING GROUP, PC

Metroplex Plaza, 200 Metroplex Drive, Suite 403 Edison, NJ 08817 Ph: 732-777-0030 Fax: 732-777-0040

DIPALI J. PATEL, P.E.

NEW JERSEY PROFESSIONAL ENGINEER NO. 24GE05163800

SCALE:	DATE:
AS SHOWN	01/10/2022
DESIGNED:	CHECKED:
CS	DJP
SHEET NO.	51 OF 52



ITEM NO.	KEY	QUANT.	BOTANICAL NAME	COMMON NAME	SIZE/REMARKS	LEGEND
7C-161900N-101813	AR	4	ACER RUBRUM RED SUNSET	RED SUNSET MAPLE	2" - 2 1 " CALIPER, B&B	
53	ARA	9	ACER RUBRUM ARMSTRONG	ARMSTRONG RED MAPLE	2" - 2 1 " CALIPER, B&B	
54 54	QA	2	QUERCUS ALBA	WHITE OAK	2" - 2 1 " CALIPER, B&B	×
55	QP	5	QUERCUS PALUSTRIS	PIN OAK	2" - 2 1 " CALIPER, B&B	
57	РО	7	PRUNUS OKAME	OKAME CHERRY	2" - 2 1 " CALIPER, B&B	

STREET TREE PLANTING LOCATION AND TYPE IS PROVIDED BY PISCATAWAY TOWNSHIP LANDSCAPE ARCHITECT.

		1" = 30'		
NO.	DATE	REVISION	S	BY

MIDDLESEX COUNTY, NEW JERSEY

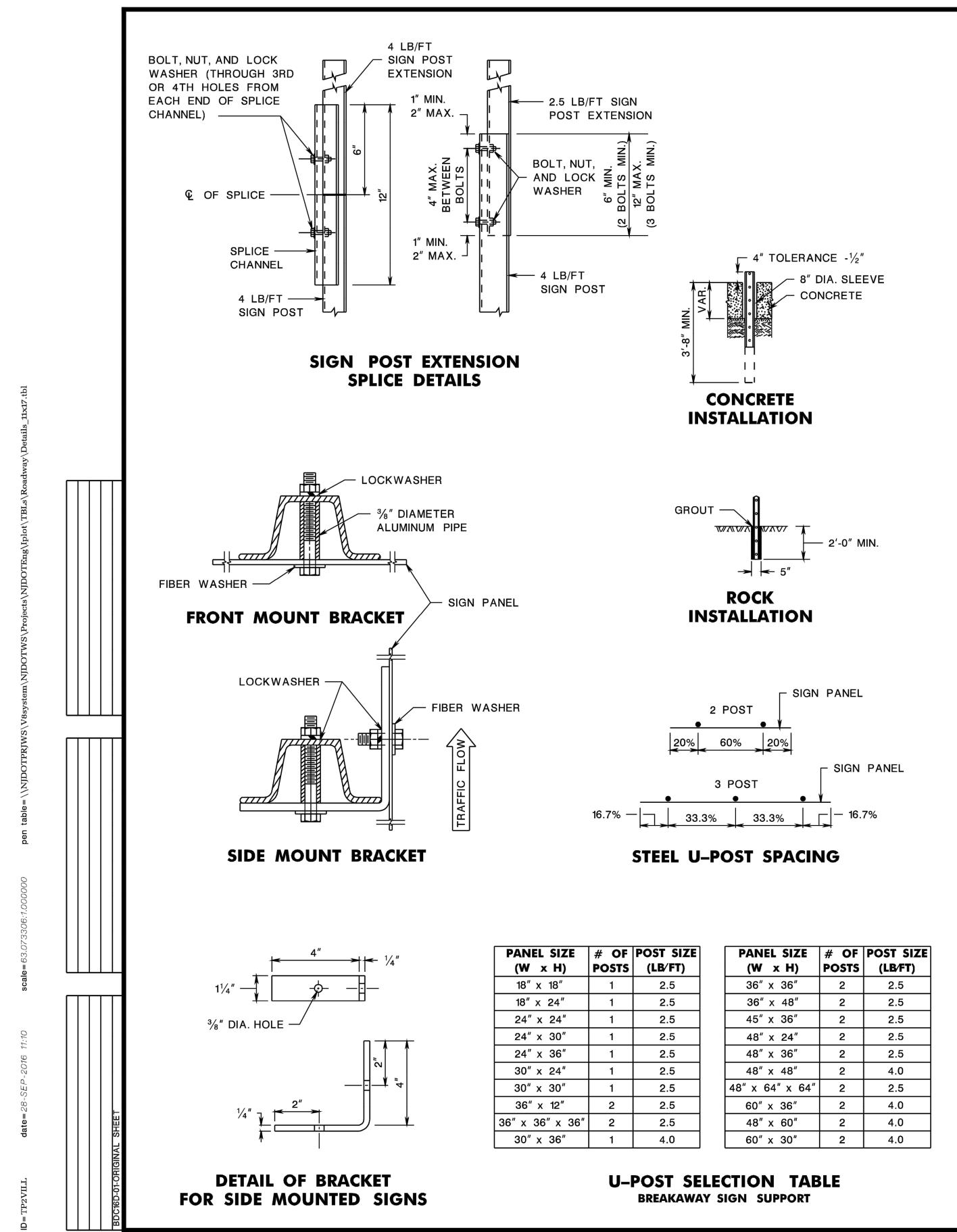
LANDSCAPE PLAN-2

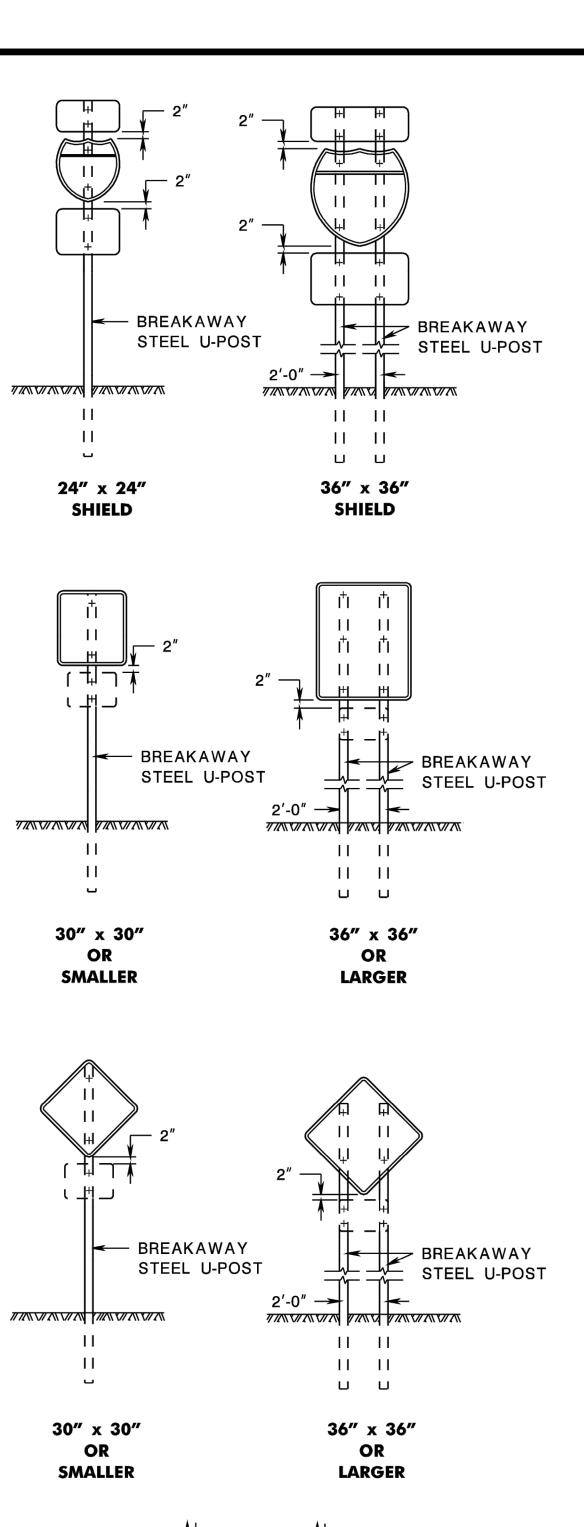


NAIK CONSULTING GROUP, PC



SCALE:	DATE:
AS SHOWN	01/10/2022
DESIGNED:	CHECKED:
CS	DJP
SHEET NO.	52 OF 52





VAR. VAR. VAR. SIGN 10H:1V VAR. VAR. VAR. EDGE OF PAVEMENT

STEEL U-POST GRADING DETAIL

GENERAL NOTES:

- 1. ALL POSTS TO BE OF ADEQUATE LENGTH TO MEET THE REQUIREMENTS FOR ERECTION AS STATED IN THE CURRENT "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" AND AS INDICATED BELOW.
- 2. ALL SMALL SIGN SUPPORTS TO BE OF THE BREAKAWAY TYPE WITH EXCEPTION OF THOSE INSTALLED BEHIND GUIDE RAIL OR OTHER ROADSIDE BARRIER.
- 3. ALL STEEL POSTS AND BRACKETS TO BE CUT, BENT, AND HOLES PUNCHED AND DRILLED BEFORE GALVANIZING. GALVINIZING TO BE ACCORDING TO ASTM A123.
- 4. ALL STEEL U-POST SIGN SUPPORTS MUST BE INSTALLED FACING THE PREDOMINANT TRAFFIC FLOW. USE A MOUNTING BRACKET ON SIDE MOUNTED SIGNS SUCH AS "ONE WAY" SIGNS INSTALLED IN MEDIANS.
- 5. SIGN PANEL SIZES ARE TO DETERMINE POST TYPE AND NUMBER AS SHOWN ON THIS DETAIL.
- 6. BOLTS ARE NOT TO PROTRUDE MORE THAN $\frac{3}{4}$ " BEYOND THE NUT WHEN TIGHT, BUT ARE TO ENGAGE ALL THREADS IN THE NUT.
- 7. WHEN SIGNS ARE INSTALLED ON SLOPES 10H:1V OR FLATTER, THE MINIMUM VERTICAL CLEARANCE REQUIREMENTS FOR SIGNS ARE:

FOR SINGLE POST INSTALLATIONS - THE MINIMUM DISTANCE BETWEEN THE EDGE OF THE PAVEMENT AND THE BOTTOM OF ANY PANEL MUST BE 7 FEET, AND THE MINIMUM DISTANCE FROM EDGE OF PAVEMENT TO THE TOP OF ANY SIGN PANEL MUST BE 9 FEET.

FOR MULTI-POST INSTALLATIONS - THE MINIMUM DISTANCE BETWEEN THE EDGE OF PAVEMENT AND THE BOTTOM OF A MAIN SIGN PANEL MUST BE 7 FEET.

SECONDARY SIGN PANELS (LAND SERVICE HIGHWAYS) - THE MINIMUM DISTANCE BETWEEN THE EDGE OF PAVEMENT AND THE BOTTOM OF A SECONDARY SIGN PANEL IS 6 FEET.

SECONDARY SIGN PANELS (INTERSTATE AND FREEWAYS) - THE BOTTOM OF THE MAIN SIGN TO BE A MINIMUM OF 8 FEET AND THE SECONDARY SIGN PANEL A MINIMUM OF 5 FEET ABOVE THE EDGE OF PAVEMENT.

WHERE GRADING OF 10H:1V OR FLATTER CANNOT BE OBTAINED, OR WHERE CURB OR BERM IS GREATER THAN 4 INCHES, THE MINIMUM VERTICAL CLEARANCE WILL BE MEASURED FROM THE GROUND LINE TO THE BOTTOM OF THE SIGN.

8. THE HORIZONTAL OFFSET FROM EDGE OF PAVEMENT TO EDGE OF SIGN IS DERIVED FROM SECTION 2A.19 OF THE MUTCD AS FOLLOWS:

FOR URBAN INSTALLATIONS - IN AREAS WHERE LATERAL OFFSETS ARE LIMITED, A MINIMUM LATERAL OFFSET OF 2 FEET IS DESIRABLE. A MINIMUM OFFSET OF 1 FOOT FROM THE FACE OF THE CURB MAY BE USED IN AREAS WHERE THE SIDEWALK WIDTH IS LIMITED OR WHERE EXISTING POLES ARE CLOSE TO THE CURB.

FOR RURAL INSTALLATIONS - 6 FEET MINIMUM DESIRABLE FROM EDGE OF SHOULDER, BUT 12 FEET MINIMUM DESIRABLE FROM EDGE OF TRAFFIC OR AUXILIARY LANE.

FOR INTERSTATE AND FREEWAY INSTALLATIONS - 6 FEET MINIMUM DESIRABLE FROM EDGE OF SHOULDER, BUT NOT LESS THAN 12 FEET FROM THE EDGE OF TRAFFIC OR AUXILIARY LANE.

FOR RAMP INSTALLATIONS - 6 FEET MINIMUM FROM EDGE OF ROAD.

WHERE BEHIND GUIDE RAIL - 4 FEET MINIMUM FROM BACK OF BEAM GUIDE RAIL ELEMENT TO SIGN POST.

- 9. DO NOT INSTALL PERMANENT SIGN SUPPORTS ON SLOPES GREATER THAN 10H:1V, EXCEPT WHERE GRADING OF 10H:1V CANNOT BE OBTAINED OR THE SIGN SUPPORTS WILL BE BEHIND A TRAFFIC BARRIER. THE SLOPE IS TO EXTEND A MINIMUM OF 3 FEET BEYOND THE OUTSIDE EDGE OF SIGN (SEE GRADING DETAIL FOR SLOPE TREATMENT).
- 10. EXTRUDED ALUMINUM SIGN PANELS ARE NOT PERMITTED FOR USE WITH STEEL U-POST SIGN SUPPORTS.
- 11. DO NOT PLACE STEEL U-POST SIGN SUPPORTS IN FRONT OF GUIDE RAIL AND THE POSTS MUST NOT STRADDLE GUIDE RAIL.
- 12. TO EXTEND THE HEIGHT OF A SIGN POST, A MAXIMUM OF ONE SPLICE MAY BE MADE AND MUST BE A MINIMUM OF 9 FEET FROM THE GROUNDLINE TO CENTER LINE OF SPLICE.

STEEL U-POST SIGN SUPPORTS

N.T.S.

CD-612-4

NEW JERSEY DEPARTMENT OF TRANSPORTATION

CONSTRUCTION DETAILS

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CD-612-4.1

Bid No: 2022-01-03

THE TOWNSHIP OF PISCATAWAY



PROPOSAL SHEETS

Page 1-13



Purchasing Agent/Township Secretary

PROPOSAL

THIRD AVENUE ROADWAY IMPROVEMENTS PISCATAWAY TOWNSHIP MIDDLESEX COUNTY, NEW JERSEY

The undersigned hereby declares that he/she has carefully examined the specifications, plans and form of contract for the project named above; that he/she has carefully examined the site of the project; and that he/she will contract to carry out and complete said project as specified and delineated at the price per unit measure, allowance, or lump sum for each scheduled item of work stated in the Schedule of Prices following.

It is understood that the Total Price for the entire contract stated by the undersigned in the Schedule is based on the estimated quantities and will control in the awarding of the contract. It is further understood that the quantities stated in this Schedule of Prices for the various items are estimated only and may be increased or decreased in accordance with applicable law. Payment will be made only for the actual quantity of authorized work done under each scheduled item.

It is further understood that the following procedure will be used to correct numerical discrepancies found in the Schedule of Prices following:

- 1. All Unit Prices and the Total Price for the entire contract shall be expressed in both words and figures, and in case of discrepancy, the written price shall govern over the price stated in figures, and the Total Price shall govern over Unit Prices.
- 2. If based on the above, it is found that the written Total Price for the entire contract is found to have been incorrectly computed, then changes will be made by the Township, in its discretion, at the request of the bidder, in any or all unit prices so as to attain conformity with said Total Price before the contract is executed.
- 3. All discrepancies need to be resolved prior to Award of Contract.

The undersigned proposes to furnish all labor, materials and equipment required to construct and complete the structures and do other work complete in every detail, in accordance with plans, specifications and other contract documents prepared by Naik Consulting Group, P.C. for the following Allowances, Lump Sum Prices and Unit Prices:

BASE BID PRICES BID ITEMS #1 to #62

Item No.	Contract Quantity	Description <u>UNIT PRICE WRITTEN IN BOTH WORDS AND NUMERICAL FIGURES</u>			<u>RES</u>
1.	Lump Sum	Maintenance and Protection of Traffic Control \$	_ Lump Sum	\$	
2.	Allowance	Traffic Director, Municipal Police \$ Eleven thousand	_ Lump Sum	\$	11,000.00
3.	Doll	Fuel Price Adjustment \$Four hundred	_ Doll	\$	400.00
4.	Doll	Asphalt Price Adjustment \$Eight hundred	_ Doll	\$	800.00
5.	Lump Sum	Clearing Site, Mobilization, Demobilization \$	_ Allowance	\$	
6.	1,567 LF	Silt Fence \$	_ Per Linear Foot	\$	
7.	26 Units	Inlet Filter Type 2, 2'x 4'	_ Total		
8.	6 Units	\$	_ Per Unit _ Total		

		\$	Per Unit	\$
		\$	Total	\$
9.	57 Units	Drum		
		\$	Per Unit	\$
		\$	Total	\$
10.	703 SF	Construction Signs		
		\$	Per Square Foot	\$
		\$	Total	\$
11.	250 CY	Excavation, Test Pit If and where directed		
		\$	Per Cubic Yard	\$
		\$	Total	\$
12.	2,000 CY	Excavation, Unclassified		
		\$	Per Cubic Yard	\$
		\$	Total	\$
13.	100 CY	Excavation, Regulated Material If and where directed		
		\$	Per Cubic Yard	\$
		\$	Total	\$
14.	Allowance	Disposal of Regulated Material If and where directed		
		\$	Allowance	\$

15.	4,288 SY	Dense Graded Aggregate Base Course, 6" Thick		
		\$	Per Square Yard	\$
		\$	_ Total	\$
16.	2,246 SY	HMA Milling, 3" or Less		
		\$	Per Square Yard	\$
		\$	_Total	\$
17.	655 Gal	Tack Coat		
		\$	Per Gallon	\$
		\$	_Total	\$
18.	30 Unit	Haybale		
		\$	Per Unit	\$
		\$	_ Total	\$
19.	720 Ton	Hot Mix Asphalt 9.5M64 Surface Course, 2" Th	ick	
		\$	Per Ton	\$
		\$	_Total	\$
20.	1,235 Ton	Hot Mix Asphalt 19M64 Base Course, 5" Thick		
		\$	Per Ton	\$
		\$	Total	\$

21.	379 LF	15" Reinforced Concrete Pipe, Class V		
		\$	Per Linear Foot	\$
		\$	Total	\$
22.	1,145 LF	36" Reinforced Concrete Pipe, Class V		
		\$	Per Linear Foot	\$
		\$	Total	\$
23.	393 LF	48" Reinforced Concrete Pipe, Class V		
		\$	Per Linear Foot	\$
		\$	Total	\$
24.	12 Unit	Inlet, Type B		
		\$	Per Unit	\$
		\$	Total	\$
25.	3 Unit	Inlet, Type B-1		
		\$	Per Unit	\$
		\$	Total	\$
26.	4 Unit	Manhole, 5' Diameter		
	- 1-2-2	\$	Per Unit	\$
		\$	Total	\$
27.	7 Unit	Reset Existing Casting		

		\$	Per Unit	\$
		\$	Total	\$
28.	3 Unit	Reconstructed Inlet, Type B, Using New C	asting	
		\$	Per Unit	\$
		\$	Total	\$
29.	4 Unit	Bicycle Safe Grate		
		\$	Per Unit	\$
		\$		\$
30.	4 Unit	Curb Piece		
		\$	Per Unit	\$
		\$	Total	\$
31.	1 Unit	Outlet Control Structure - 1 Includes excavation for outlet control str stone bedding, any concrete blocks, morta drainage pipe, meet proposed elevations, a and backfill of outlet control structure to ex	ar, or other materia and/or seal joints in	ls, required to connect the structure, sub-base
		\$	Per Unit	\$
		\$	Total	\$
32.	1 Unit	Outlet Control Structure - 2 Includes excavation for outlet control str stone bedding, any concrete blocks, morta drainage pipe, meet proposed elevations, a and backfill of outlet control structure to ex	ar, or other materia and/or seal joints in	ls, required to connect the structure, sub-base
		\$	Per Unit	\$
		\$	Total	\$

33.	1 Unit	Manufactured Treatment Device - 1 Includes excavation for manufactured tr and/or stone bedding, any concrete bloc connect drainage pipe, meet proposed el sub-base and backfill of outlet control stru	cks, mortar, or other ma evations, and/or seal joir	terials, required to nts in the structure,
		\$	Per Unit	\$
		\$	Total	\$
34.	1 Unit	Manufactured Treatment Device - 2 Includes excavation for manufactured tr and/or stone bedding, any concrete bloc connect drainage pipe, meet proposed el sub-base and backfill of outlet control stru	eks, mortar, or other ma evations, and/or seal joir	terials, required to nts in the structure,
		\$	Per Unit	\$
		\$	Total	\$
35.	1,570 SY	Concrete Sidewalk, 4" Thick		
		\$	Per Square Yard	\$
		\$	Total	\$
36.	180 SY	Hot Mix Asphalt Driveway, Variable Thi	ckness	
		\$		\$
		\$	_	\$
37.	350 LF	9" x 16" Concrete Vertical Curb		
		\$	Per Linear Foot	\$
		\$	Total	\$

38.	220 SY	Concrete Driveway, Reinforced, 6" Thick		
		\$	Per Square Yard	\$
		\$	Total	\$
39.	18 SY	Detectable Warning Surface		
		\$	Per Square Yard	\$
		\$	Total	\$
40.	3,530 LF	Belgian Block Curb		
		\$	Per Linear Foot	\$
		\$	Total	\$
41.	130 LF	Traffic Stripes, Long-Life, Thermoplastic, 4	"Thick	
		\$	Per Linear Foot	\$
		\$	Total	\$
42.	1,450 LF	Traffic Stripes, Long-Life, Thermoplastic, 6	"Thick	
		\$	Per Linear Foot	\$
		\$	Total	\$
43.	120 LF	Traffic Stripes, Long-Life, Thermoplastic, 8	"Thick	
		\$	Per Linear Foot	\$
		\$	Total	\$

44.	55 SF	Traffic Markings, Symbols		
		\$	Per Square Foot	\$
		\$	_ Total	\$
45.	35 LF	Traffic Marking Lines, 24"		
		\$	_ Per Unit	\$
		\$	_ Total	\$
46.	17 SF	Regulatory and Warning Sign		
		\$	_ Per Square Foot	\$
		\$	_ Total	\$
47.	4 Unit	Relocate Sign		
		\$	_ Per Unit	\$
		\$	_ Total	\$
48.	Allowance	Unspecified Construction Work Any unforeseen work, material, or item not sho drawings and specifications necessary for the under this pay item. Two hundred and thirty five thousands	completion of the	
		φ I wo numered and thirty five thousands	ntiowance	Ψ233,000
49.	1,710 SY	Topsoil Spreading, 5" Thick		
		\$	Per Square Yard	\$
		\$	_ Total	\$
50.	1,710 SY	Fertilizing and Seeding, Type A-3		

		\$	Per Square Yard	\$
		\$	Total	\$
51.	1,710 SY	Straw Mulching		
		\$	Per Square Yard	\$
		\$	Total	\$
52.	14 Unit	Large Deciduous Tree, 2-2 1/2" Caliper, B&	B (Red Sunset Maple)	
		\$	Per Unit	\$
		\$	Total	\$
53.	9 Unit	Large Deciduous Tree, 2-2 1/2" Caliper, B&	B (Armstrong Red Ma	ple)
		\$	Per Unit	\$
		\$	Total	\$
54.	5 Unit	Large Deciduous Tree, 2-2 1/2" Caliper, B&	B (White Oak)	
		\$	Per Unit	\$
		\$	Total	\$
55.	7 Unit	Large Deciduous Tree, 2-2 1/2" Caliper, B&	B (Pin Oak)	
		\$	Per Unit	\$
		\$	Total	\$
56.	13 Unit	Small Deciduous Tree, 2-2 1/2" Caliper, B&	B (Yoshino Cherry)	
		\$	Per Unit	\$

		\$	Total	\$
57.	10 Unit	Small Deciduous Tree, 2-2 1/2" Caliper, B&I	3 (Okame Cherry)	
		\$	Per Unit	\$
		\$	Total	\$
58.	100 LF	4" Sanitary Sewer Lateral, with Cleanout If and where directed		
		\$	Per Linear Foot	\$
		\$	Total	\$
59.	3 Unit	Tree Removal, over 6" To 12" Diameter		
		\$	Per Unit	\$
		\$	Total	\$
60.	4 Unit	Tree Removal, over 12" To 18" Diameter		
		\$	Per Unit	\$
		\$	Total	\$
61.	1 Unit	Tree Removal, over 18" To 24" Diameter		
		\$	Per Unit	\$
		\$	Total	\$
62.	1 Unit	Tree Removal, over 24" To 30" Diameter		
		\$	Per Unit	\$
		\$	Total	\$

TOTAL SUM OF PRICE BID FOR ITEM NOS. 1 THROUGH 62 INCLUSIVE (Total bid to be written in both words and numerical figures)

	\$						
	\$						
	Signature of Authorized Repr	resentative					
	TIME FOR COMPLETION CALENDAR DAYS.	OF THIS CONTRACT IS ONE	HUNDRED EIGHTY (180				
	QUANTITIES ARE NOT GUARANTEED. FINAL PAYMENT WILL BE BASED ON ACTUAL QUANTITIES.						
	ALL PRICES SHALL REN "NOTICE TO PROCEED".	MAIN FIRM FOR A PERIOD O	F 240 DAYS FROM TH				
Acco	empanying this Proposal is a Gu	uaranty in a form of a					
		\$	payable to the				
Town	nship of Piscataway which here	eby agree to be forfeited as liquid	lated damages, and not as				
penal	ty, if in case the sum						
Pisca	taway, and if the undersigned r the conditions of this Propos	I in the manner required and is act shall fail to execute a contract sal or to furnish the bond require is to be returned to the undersigne	with your Honorable Bood within the time provide				
	fore. Otherwise, said guaranty	is to be returned to the undersigne	cu.				
there	bidder is a corporation or part	_	3 d .				

ADDRESS:
DATE:
TELEPHONE NUMBER:
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

Sample: Required ONLY Once Awarded:

Sample -AA-201
Sample -AA-202
Sample -Certificate of Insurance

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

SAMPLE- WHD FORMS-U.S. DEPATEMENT OF LABOR WEEKELY REPORT

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

SAMPLE- ST-13 FORM- CONTRACTOR EXEMPT FORM.

SAMPLE: PERFORMANCE PAYMENT BOND FORM

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

Township of Piscataway

PISCATAWAY BID BOND FORM ATTACHED.

Appendix Section

(<u>Piscataway Township Performance Payment Bond Form only - Sample in bid</u>)

- A. Model Performance Bond Form Sample
- B. Surety Disclosure Statement and Certification Sample
- C. PISCATAWAY PERFORMANCE BOND 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 <u>must use</u> 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 Central (Found on first page of contract at top)
- 7. The ind/or rescript on contract
- 8. Full name of Contractor
- 9. Full name of Contractor
- 10. Same date as Item # 5

Accompanying documents from the bonding company must include the following:

- 1. Financial Statement
- 2. Surety Disclosure Statement and Certification
- A Power of Attorney should be provided for the individual executing the bond on behalf of the surety.

PERFORMANCE PAYMENT BOND MUST BE SIGNED AND SEALED BY ALL PARTIES INDICATED ON PAGE 2

PERFORMANCE PAYMENT BOND

K	now all men	by th	ese pı	resents, tna	t we,	(1)_								a
(2) _				the und	ersig	ned a	s Princi	pal a	nd					
(3)_									of	the State o	of (3A)			
duly	authorized	to	do	business	in	the	State	of	New	Jersey,	having	an	office	at
(3B)											_, New Jer	sey, a	s Surety	, are
hereby held and firmly bound unto the Township						nship	of Pisca	atawa	ıy, 455	Hoes Lar	ie, Piscata	way,	New Je	rsey
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heirs,	executors, ac	amın	ıstrato	ors, success	sors	and as	ssigns.							
(5) S	igned this		dav	of			20	-						
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The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in anywise affect the obligation of said surety on its bond.

Recovery of any claimant under the bond shall be subject to the conditions and provisions of this article to the same extent as if such conditions and provisions were fully incorporated in the form set forth above.

This bond shall not be subject to cancellation either by the principal or by the surety for any reason until such time as all improvements subject to the bond have been accepted by the municipality.

This bond shall be deemed continuous in form and shall remain in full force and effect until the improvements are accepted by the municipality and the bond is released, or until default is declared, or until the bond is replaced by another bond meeting applicable legal requirements. Upon approval or acceptance of all improvements by the municipality, or upon replacement of this bond by another bond, liability under this bond shall cease.

The aggregate liability of the surety shall not exceed the sum set forth above.

In the event that the improvements subject to this bond are not completed within the time allowed under the contract or bid documents (hereinafter the "Contract") between principal and municipality, the municipal governing body may, at its option, and upon at least 30 days prior written notice to the principal and to the surety by personal delivery or by certified or registered mail or courier, declare the principal to be in default and, in the event that the surety fails or refuses to complete the work in accordance with the terms and conditions of said Contract, claim payment under this bond for the cost of completion of the work. In the event that any action is brought against the ipal under this bond, w of uch acti be given to the or certified mail or courier at the surety by the muni inality by p registe 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.

Performance Payment Bond

IN WITNESS WHEREOF, this instrument is which shall be deemed an original, this the (10)	•	20
Attest:		
	Principal	
	(Typed or Printed)	
Principal Secretary	By:	(
(Typed or Printed)	Address	
SEAL:		
Witness to Princip		
Witness to Princip		

Attest:		
	Surety	
Sympty: Coomotomy	By: Attorney-in-fact	(s)
Surety Secretary	Attorney-in-ract	
SEAL:	Address	
	7 Address	
Witness as to Surety		
Address		

STATE OF NEW JERSEY

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

FORM AA-201 Revised 11/11

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

Official Use Only

pliano	e/pdf/aa201ins.pdf

. FID NUMBER	2. CONT	RACTOR	ID NUM	BER	5. NAM	E AND A	DRESS	OF PUBLIC A	AGENCY AV	WARDING (CONTRACT	
					Name							
. NAME AND ADDRESS OF PRIME CONT	RACTOR				Addre	SS:						
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						'	Jigilatu					
10. (Please Print Tour Name)					(Title)							

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

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.

W:/Contractor Insurance Requirements Revised 9-1-2006

SAMPLE CERTIFICATE OF INSURANCE

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TAXPAYER IDENTIFICATION

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS

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3. I am	a U.S. citize	n or other U.S. pers	on (defined below); a	ınd									
4. The	FATCA code	(s) entered on this fo	orm (if any) indicating	that I am exempt	from FATCA reporting	ng is correc	ot.						
Certifi	cation instru	ctions. You must cro	ss out item 2 above if	you have been notif	ied by the IRS that y	ou are curre	ently sub	ject to	backup	withhol	ding b	ecau	ıse
you ha	ve failed to re	port all interest and d	lividends on your tax i	return. For real estat	e transactions, item :	2 does not a	apply. Fo	or most	gage int	erest pa	aid,		
acquisi other ti	uon or abanc nan interest a	onment of secured pi	roperty, cancellation of not required to sign	of debt, contribution:	s to an individual reti vou must provide vo	irement arra	ngemen 'N See	t (IHA), the inc	and ger	nerally, p e for Da	Jaymei	nts	
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Ger	ieral In	structions			• Form 1099-DIV (d	lividends, in	cluding	those	from st	ocks or	mutu	al	
			evenue Code uniess	othonuico	funds)		-						
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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 (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)

- 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),
- 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 allen), 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,

ST-13 (4-08, R-8)

and retained by seller.

State of New Jersey DIVISION OF TAXATION





CONTRACTOR'S NEW JERSEY TAX REGISTRATION NUMBER

CONTRACTOR'S EXEMPT PURCHASE CERTIFICATE

ГО:	(Name of Seller)	(Date)
	(Address of Seller)	
building on, or o	als, supplies, or services purchased by the undersigned are for exclusive use in erectherwise improving, altering or repairing real property of the exempt organization, governg sponsor named below and are exempt from Sales and Use Tax under N.J.	ernmental entity, or
THIS CON	TRACT COVERS WORK TO BE PERFORMED FOR: (Check one)	
□ EXEM	PT ORGANIZATION	
Name	of Exempt Organization	
Addres	ss	
	t Organization Number	
□ NEW 、	ERSEY OR FEDERAL GOVERNMENTAL ENTITY	
Name	of Governmental Entity	
Addres	ss of Governmental Entity	
□ QUAL	FIED HOUSING SPONSOR	
Name	of Qualified Housing Sponsor	
	ss of Qualified Housing Sponsor	
ADDRESS	OR LOCATION OF CONTRACT WORK SITE: (property must be owned or leased by	one of the above)
I the undersioned	contractor, hereby verify and affirm that all of the information shown on this certificate is true.	
i, the undersigned	contractor, nereby verify and animir that all of the information shown on this certificate is true.	
	Name of Contractor as registered with the New Jersey Division of Taxation	
	- ·	
	Address of Contractor	
	Signature of Contractor or Authorized Employee	
	See INSTRUCTIONS on reverse side.	

SAMPLE INSTRUCTIONS TO SELLERS CONCERNING CONTRACTOR'S EXEMPT PURCHASE CERTIFICATES - ST-13

Good Faith- To act in good faith means to act in accordance with standards of honesty. In general, registered sellers who accept
exemption certificates in good faith are relieved of liability for the collection and payment of sales tax on the transactions covered by the
exemption certificate.

In order for good faith to be established, the following conditions must be met:

- (a) Certificate must contain no statement or entry which the seller knows is false or misleading;
- (b) Certificate must be an official form or a proper and substantive reproduction, including electronic;
- (c) Certificate must be filled out completely;
- (d) Certificate must be dated and include the purchaser's New Jersey tax identification number or, for a purchaser that is not registered in New Jersey, the Federal employer identification number or out-of-State registration number. Individual purchasers must include their driver's license number; and
- (e) Certificate or required data must be provided within 90 days of the sale.

The seller may, therefore, accept this certificate in good faith as a basis for exempting sales to the signatory purchaser and is relieved of liability even if it is determined that the purchaser improperly claimed the exemption.

- 2. Improper Certificate Sales transactions which are not supported by properly executed exemption certificates are deemed to be taxable retail sales. In this situation, the burden of proof that the tax was not required to be collected is upon the seller.
- 3. Correction of Certificate In general, sellers have 90 days after the date of sale to obtain a corrected certificate where the original certificate lacked material information required to be set forth in said certificate or where such information is incorrectly stated.
- **4. Additional Purchases by Same Purchaser** This Certificate will serve to cover additional purchases by the same purchaser of the same general type of property or service. However, each subsequent sales slip or purchase invoice based on this Certificate must show the purchaser's name, address and Certificate of Authority Number for purpose of verification.
- 5. Retention of Certificates Certificates must be retained by the seller for a period of not less than four years from the date of the last sale covered by the certificate. Certificates must be in the physical possession of the seller and available for inspection on or before the 90th day following the date of the transaction to which the certificate relates.

6. Definitions:

"Contractor" - means any individual, partnership, corporation or other commercial entity engaged in any business involving erecting structures for others, or building on, or otherwise improving, altering, or repairing real property of others.

"Exempt Organization" - is any organization which holds a valid exempt organization permit issued pursuant to the provisions of N.J.S.A. 54:32B-9(b) which has issued an ST-5 Exempt Organization Certificate to the contractor.

"New Jersey or Federal Governmental Entity" - is any agency, instrumentality, political subdivision, authority, or public corporation of the governments of the United States of America or the State of New Jersey. Governmental agencies, instrumentalities or political subdivisions of states other than New Jersey do not qualify for exemption.

"Qualified Housing Sponsor" - is any person, partnership, corporation or association certified by the New Jersey Housing and Mortgage Finance Agency to have obtained financing, in addition to federal, state or local government subsidies, for a housing project from the New Jersey Housing and Mortgage Finance Agency pursuant to N.J.S.A. 55:14K-1, et seq. and has issued a New Jersey Sales and Use Tax Housing Sponsor Letter of Exemption to the contractor.

PRIVATE REPRODUCTION of Contractor's Exempt Purchase Certificates may be made without the prior permission of the Division of Taxation.

FOR MORE INFORMATION:

Call the Customer Service Center (609) 292-6400. Send an e-mail to nj.taxation@treas.state.nj.us. Write to: New Jersey Division of Taxation, Information and Publications Branch, PO Box 281, Trenton, NJ 08695-0281.

SAMPLE

U.S. Department of Labor

Wage and Hour Division

PAYROLL



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

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. Rev. Dec. 2008 NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS OMB No.: 1235-0008 Expires: 01/31/2015 PAYROLL NO. FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO. (1) (3) (4) DAY AND DATE (5) (6) (7) (9) (8) DEDUCTIONS NO. OF WITHHOLDING FXEMPTIONS NAME AND INDIVIDUAL IDENTIFYING NUMBER NET **GROSS** WITH-(e.g., LAST FOUR DIGITS OF SOCIAL SECURITY WAGES WORK TOTAL RATE AMOUNT HOLDING PAID NUMBER) OF WORKER CLASSIFICATION HOURS WORKED EACH DAY HOURS OF PAY EARNED FICA TAX OTHER DEDUCTIONS FOR WEEK

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 is 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.

Date	(b) WHERE FRINGE BENEFITS ARE PAI	D IN CASH
I,(Name of Signatory Party) (Title) do hereby state: (1) That I pay or supervise the payment of the persons employed by	as indicated on the payre basic hourly wage rate p	c listed in the above referenced payroll has been paid, oll, an amount not less than the sum of the applicable lus the amount of the required fringe benefits as listed s noted in section 4(c) below.
(Contractor or Subcontractor) on the	EXCEPTION (CRAFT)	EXPLANATION
; 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		
(Contractor or Subcontractor) from the full		
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 Latent and the Copeland 14, as american (48 Stat. 94 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. (2145), and lescribed to 3.	PLE	
(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.	REMARKS:	
(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.	NAME AND TITLE THE WILLFUL FALSIFICATION OF ANY OF THE ABOV SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUT 31 OF THE UNITED STATES CODE.	SIGNATURE E STATEMENTS MAY SUBJECT THE CONTRACTOR OR ION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE

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

FORM AA-202

REVISED 11/11

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						2. Contractor ID Number				4. Reporting Period													
(NAME)										5. Public Agency Awarding Contract Da									Date of Award				
(ADDRESS)									6. Name and Location of Project					County 7. Project ID Number									
(CITY)			(STATE)		(ZIP CODE)		,																
(CIT)			(SIAIE)											·									
			CLASSI-	11. NUMBER OF EMPLOYEES				·	· · · · · · · · · · · · · · · · · · ·	12. TOTAL				14. % OF WORK HRS		15. CUM, WORK HRS			16. CUM. % OF W/H				
8. CONTRACTOR NAME	9. PERCENT	10. TRADE OR	FICATION (SEE	A. TOTAL	B. BLACK	C. HISPANIC	D. AMERICAN	E. ASIAN	F. FEMALES	NO. OF MIN.	TOTAL WORK	A. MIN,	B. FEMALE	A. % OF MIN.	B. % OF FEMAL	TOTAL E WORK	A. MIN.	B. FEMALE	A. % OF MIN.	B. % OF FEM.			
(LIST PRIME CONTRACTOR WITH SUBS FOLLOWING)	OF WORK COMPLETED	CRAFT	REVERSE)	TOTAL	BLACK	HISPANIC	INDIAN	ASIAN	PEMALES	EMP.	HOURS	W/H	W/H	W/H	W/H	HOURS	HOURS	HOURS	W/H	, W/H			
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17. COMPLETED BY (PRINT OR TY	PE)																						
(NAME) (SIGNA				(SIGNAT	URE)						(TITLE)												
(AREA CODE) (TELEPHONE NUMBER)				(EXT.)						(DATE)													

THE TOWNSHIP OF PISCATAWAY



LAST PAGE