

**BID DATE:** February 9, 2022 - 11:00 a.m.

**SPECIFICATIONS  
FOR  
MUNICIPAL POOL DIVING TOWER REPAIR**

**FOR  
MAPLEWOOD TOWNSHIP  
ESSEX COUNTY, NEW JERSEY  
JANUARY 2022**



Prepared by:

TOWNSHIP OF MAPLEWOOD  
574 Valley Street  
MAPLEWOOD, NJ 07040

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PAUL J. KITTNER JR, P.E.  
N.J.P.E. 24GE04250500

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**I. INVITATION FOR BIDS / INSTRUCTIONS TO  
BIDDERS**

## **INVITATION FOR BIDS**

Notice is hereby given that sealed bids will be received by the TOWNSHIP OF MAPLEWOOD in the County of ESSEX, New Jersey for the **MUNICIPAL POOL DIVING TOWER REPAIR PROJECT**. The project generally consists of replacement and installation of glue-laminated members and other improvements to the diving tower.

Contract documents may be accessed at [www.twp.maplewood.nj.us/bids](http://www.twp.maplewood.nj.us/bids) at no charge. Prospective bidders will be required to provide their name, address, telephone number, fax number and email address to be used if addenda are required. **Bids will be received at the office of the Township Clerk at 574 Valley Street, Maplewood, NJ 07040 until:**

**February 9, 2022 at 11:00 a.m. prevailing time**

A pre-bid walkthrough will be conducted at the project site, the Maplewood Municipal Pool, at 187 Boyden Avenue, Maplewood, NJ 07040, at 10:00 a.m., prevailing time, on January 27, 2022. Attendance by prospective bidders at this pre-bid walkthrough is highly recommended. Failure to attend does not relieve the bidder of any obligations or requirements.

Bids will be made on standard proposal forms in the manner designated therein as required by the specifications, must be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled with the words CONTRACT BID DOCUMENTS, name of project, name and address of Bidder and date and time of bid opening, and addressed to Township Engineer at 574 Valley Street, Maplewood, NJ 07040.

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

All Bidders must submit to the Township a Business Registration Certificate issued by the New Jersey Division of Revenue, PL 2004 c.57 (N.J.S.A. 52:32-44) and N.J.S.A. 40A:11-23.2, with their Bid.


Simultaneously with the submission of bids, the corporation or partnership so bidding will furnish a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or greater therein pursuant to Chapter 33, P.L. 1977. Bids will be REJECTED if they do not contain this disclosure statement.

Bidders are notified that they must pay workmen the prevailing wage rate as determined by the New Jersey Department of Labor and Industry for the project, pursuant to the "New Jersey Prevailing Wage Act" - Chapter 150 of the Laws of 1963.

If awarded a contract, your company/firm shall be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

The right is hereby reserved to reject any and all bids or any part thereof or to waive any minor informalities or irregularities and to accept any bid or bids if deemed in the best interest of the Township of Maplewood to do so.

By order of the Township of Maplewood



Paul J. Kittner Jr, PE, PP, CME  
Director of Public Works /  
Township Engineer

## ***INSTRUCTIONS TO BIDDERS***

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### **101. N. J. STANDARD SPECIFICATIONS**

All of the provisions of the latest amended and supplemented statutes of the New Jersey Local Public Contracts Law (LPCL, N.J.S.A. 40A:11) and Local Public Contracting Rules (N.J.A.C. 5:34), except as amended, modified, or supplemented herein shall apply to this entire specification and shall have the same force and effect as if printed herein in full.

### **102. USE OF SEPARATE BID FORMS**

These Contract Documents include a complete set of bidding and contract forms which are for the use of bidders. **Bidders shall print out those documents in section II FORMS REQUIRED FOR BIDDING in its entirety for submission**

### **103. INTERPRETATION OR ADDENDA**

No oral interpretation will be made to any Bidder, as to the meaning of the Contract Documents or any part thereof except for minor questions. Every request for such an interpretation shall be made in writing to the Township of Maplewood, 574 Valley Street, MAPLEWOOD, NJ 07040. Any inquiry received nine (9) or more days prior to the date fixed for opening of Bids will be given consideration. Every interpretation made to a Bidder and all changes in the Contract Documents will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the Township Engineer at least seven (7) days, Saturdays, Sundays or holidays excepted, before bids are opened. All revisions or addenda to advertisements or bid documents shall be made available by notification in writing by certified mail, certified facsimile transmission, certified delivery service or email, no later than seven (7) business days, Saturdays, Sundays, or holidays excepted, prior to the date for acceptance of bids to any person who has received a bid package. All such addenda shall become part of the Contract and all bidders shall be bound by such Addenda.

### **104. ALTERNATIVE BIDS**

The bidders are herein advised that a budget has been established for this project. If bids received are lower than funds permit, the owner may add to the project the work listed as bid alternates. The owner reserves the right to add as few or as many bid alternates in alphabetical order that is in his best interest to do so.

### **105. BIDS**

- A. All bids must be submitted on forms supplied by the Owner and shall be subject to all requirements of the Contract Documents, including the drawings, and these INSTRUCTIONS TO BIDDERS. All bids must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the Bid Forms by the Bidder.
- B. Bid Documents including the Bid, the Non-Collusion Affidavit and all certifications and questionnaires shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled with the words CONTRACT BID DOCUMENTS, project number, name of bidder, and date and time of opening in order to guard against premature opening of bid.
- C. The Owner may consider as irregular any bid in which there is an alteration of or departure from the Bid Form attached hereto and at its option may reject the same.

## ***INSTRUCTIONS TO BIDDERS***

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- D. If the Contract is awarded, it will be awarded by the Owner to a responsive and responsible bidder on the basis of the lowest bid and the selected alternative bid items, if any. The Contract will require the completion of the work according to the Contract Documents.

### **106. CORRECTIONS**

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

### **107. BID GUARANTY**

- A. The Bid must be accompanied by a bid guaranty which shall not be less than 10 percent (10%) of the amount of the bid except that the amount need not exceed \$20,000.00. At the option of the Bidder, the guaranty may be a certified check, bank draft, or a bid bond. No bid will be considered unless it is accompanied by the required guaranty. Cash deposits will not be accepted. The bid guaranty shall insure the execution of the Agreement and the furnishings of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.
- B. All bid security, except the security of the three (3) apparent lowest responsible bidders, shall be returned, unless otherwise requested by the bidder, within ten (10) business days after the opening of the bids. Within three (3) days after the awarding and signing of the contract and approval of the contractor's performance and payment guaranty, the bid security of the remaining unsuccessful bidders shall be returned to them.
- C. The abovementioned bid guaranty shall be forfeited as liquidated damages should the bidder fail to enter into a contract with the Township of Maplewood and furnish the performance and payment guaranty as required by the contract documents. This amount shall not, however, limit recovery of damages by the Township against the Bidder should the measure of same be greater than the amount of the Bid guarantee.

### **108. CONSENT OF SURETY**

All bidders required to submit performance and/or payment bond or bonds, shall submit a consent of surety with their bid stating that the surety company will provide the Contractor with a performance and/or payment bond or bonds in such sum as is required by these contract documents. Surety company bond forms complying with the current requirements of New Jersey State Law are acceptable.

### **109. ATTORNEYS-IN-FACT**

All attorneys-in-fact appointed under any corporation surety bond supplied by the Bidders shall be New Jersey residents unless the Owner agrees to waive this requirement.

### **110. COLLUSIVE AGREEMENTS**

Each bidder submitting a Bid to the Owner for any portion of the work contemplated by the bid documents shall execute and attach thereto an affidavit, provided herein, stating that he has not entered into a collusive agreement with any other person, firm or corporation in regard to any Bid submitted.

## ***INSTRUCTIONS TO BIDDERS***

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### **111. CORPORATE CHARTER CERTIFICATION**

All corporate Bidders must complete the "Corporate Charter Certification" and submit the completed form with their Bid proposals.

### **112. CORPORATE DISCLOSURE STATEMENT**

All Bidders must complete the "Corporate Disclosure Statement" and submit the completed form with their Bid proposals.

### **113. PUBLIC WORKS CONTRACTOR REGISTRATION ACT**

- A. All named contractors and subcontractors must be registered with the Department of Labor pursuant to the Public Works Contractor Registration Act (N.J.S.A. 34:11-56.48) at the time the proposal is received, or the proposal will be determined to be non-responsive.
- B. Any non-listed contractor must be registered with the Department of Labor prior to physically starting work.
- C. After bid proposals are received, and prior to contract award, the contractor most likely to receive the contract award must submit copies of certifications of all listed contractors.

### **114. AWARD OF CONTRACT: REJECTION OF BIDS**

- A. The contract will be awarded to the responsible Bidder submitting the lowest Bid complying with the conditions of the Invitation for Bids subject to the availability of funds. The Bidder to whom the award is made will be notified at the earliest possible date.
- B. The Owner reserves the right to reject any and all Bids and to waive any minor irregularities or informality in the Bids.
- C. Bids may be held by the Owner for a period of not to exceed sixty (60) days from the date of the opening of Bids, unless the successful bidder consents to such additional time as the Owner may request, in accordance with N.J.S.A. 40A:11-1. et seq..
- D. All awards shall be made subject to the approval of the Township of Maplewood. No construction shall start before approval of said award by the Township of Maplewood.
- E. 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, General Services Administration, CN-039, Trenton NJ 08625 (609-633-3990).

### **115. WITHDRAWAL OF BID**

N.J.S.A. 40A:11-23.3 authorizes a bidder to request withdrawal of a public works bid due to a mistake on the part of the bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an **unintentional and substantial computational error** or an **unintentional**



## ***INSTRUCTIONS TO BIDDERS***

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**omission of a substantial quantity of labor, material, or both, from the final bid computation.**

A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, **in writing**, by certified or registered mail to the Township Engineer. The bidder must request withdrawal of a bid due to a mistake, as defined by the law, within five business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, the Township Engineer may contact all bidders, after bids are opened, to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

A bidder's request to withdraw the bid **shall** contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the public owner's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.

The public owner will not consider any written request for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by a bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is within the five business days following the opening of bids.

### **116. EXECUTION OF AGREEMENT: Performance & Payment Guaranty / Insurance**

#### **A. EXECUTION OF AGREEMENT**

1. Subsequent to the award and within ten (10) calendar days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Owner an Agreement in the form included in the Contract Documents in such number of copies as the Owner may require.

#### **B. PERFORMANCE AND PAYMENT GUARANTY**

1. Having satisfied all conditions of the award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in paragraph "A" above, furnish a performance and payment guaranty in a penal sum not less than the amount of the contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms, or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment or services of any nature including utility and transportation services, employed or used by him in performing the work. Surety company bond forms with the current requirements of New Jersey State law are acceptable and such bonds shall bear the same date as, or a date subsequent to that of, the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond. Included in the Appendix are the Financial Standards for Surety Bond Companies and the Surety Disclosure Statement and Certification Form.
2. No performance or payment guaranty will be required for contract award amounts of \$20,000.00 or less.

## **INSTRUCTIONS TO BIDDERS**

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### 3. Form of Guaranty:

#### Guaranty Amount

≤ \$100,000.00

≥ \$100,000.00

#### Form of Guaranty

Certified check, bank draft, Letter of Credit or Performance and Payment Bond or Bonds

Separate Performance and Payment Bonds, each in the full amount of the required guaranty

C. The successful Bidder shall deliver to the Owner, prior to the execution of the agreement, Certificates of Insurance for the required amounts specified in the "General Conditions".

D. The executed Contract Documents shall consist of the following:

- |                            |                                       |
|----------------------------|---------------------------------------|
| 1. Contract Agreement      | 6. All Certification & Questionnaires |
| 2. Addenda                 | 7. General Conditions                 |
| 3. Invitation for Bids     | 8. Technical Specifications           |
| 4. Instruction to Bidders  | 9. Construction Plans                 |
| 5. Signed copy of Proposal |                                       |

E. Failure of any Contractor to successfully perform any work included in its executed contract may be just cause to exclude said Contractor from bidding any or all future work.

## **117. SUBLETTING AND ASSIGNING CONTRACT**

The bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract, its rights, title, or interest in or to same of any part thereof, or assign, by power of attorney or otherwise, any of the monies due and payable under the contract, without written consent of the Owner. If the bidder does not obtain such consent the Contract may, at the option of the Owner, be canceled and terminated, and the Owner shall thereupon be released and discharged by the Bidder or its assignee or transferee from any and all liability and obligations hereunder; provided that nothing herein contained shall be construed to hinder, prevent or affect any assignments by the Bidder for the benefit of creditors made pursuant to law, but no rights under this Contract or any claim for money due hereunder shall be asserted against the Owner by reason of the assignment of this Contract without consent of the Owner.

## **118. PREVAILING WAGE REQUIREMENTS**

No persons shall be employed except competent and first class workers and mechanics. No workers shall be regarded as competent and first class unless they are fully skilled in their respective branches of labor. All workers shall be paid not less than the wages for such hours of work as shall be the established and current wages paid for such hours by employers of organized labor in doing of similar work in the community where work is being done.

State wage rates may be obtained from the New Jersey Department of Labor (Telephone: 609-292-9464) or by accessing the Department of Labor's web site at <http://lwd.state.nj.us/labor/index.html> The State wage rates in effect at the time of award will be made a part of this Contract, pursuant to Chapter 150, Laws of 1963 (N.J.S.A. 34:11-56.25, *et seq.*).

## ***INSTRUCTIONS TO BIDDERS***

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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 Township of Maplewood 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 Township of Maplewood for any excess costs occasioned thereby.

The Contractor will supply to the Township Engineer a certified payroll within ten (10) days of the payment wages. The payroll records will be filed by the Township and be available for inspection during normal business hours.

### **119. EQUAL EMPLOYMENT OPPORTUNITY**

Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin. No Contractor, subcontractor or any person on its behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, or color.

The Bidder agrees that in the performance of this contract, there will be no discrimination against any employee or other person on account of race, color, sex, religion, ancestry, age or national origin and that, in the event the evidence of such discrimination exists, the Owner shall have the right to cancel the contract.

### **120. CHANGES IN WORK**

The quantities shown are approximate only and the Owner reserves the right to increase or decrease them to the extent of twenty percent (20%) of the awarded contract at the unit price bid. The Owner also reserves the right to limit the work to the extent of funds available.

### **121. MAINTENANCE BOND**

Upon completion of all work, the Contractor shall furnish a Surety Corporation Bond to the Owner in a **sum equal to fifteen percent (15%) of the final contract price**. The bond and the surety corporation shall be satisfactory to the Owner. The bond shall remain in full force and effect for a **period of two years** from the date of acceptance of the project by the Owner. The final payment in the minimum amount of the specified retainage will be held by the Owner until the required Surety Bond is received and approved by the Owner.

### **122. BID DEPOSIT**

The bid deposit for plans and specifications will be retained by the Owner, unless a contract is not awarded. Then all deposits will be refunded as required by law (N.J.S.A. 40A:11-1. et seq.).

### **123. AMERICAN GOODS AND PRODUCTS**

Only manufactured and/or farm products of the United States, whenever available, shall be used by the successful bidder/bidders in the fulfillment of their obligations under this contract (N.J.S.A. 40A:11-1. et seq.).

## ***INSTRUCTIONS TO BIDDERS***

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### **124. CONTRACTOR BUSINESS REGISTRATION ACT**

- A. The "Contractor Business Registration Act" P. L. C. 57 (N.J.S.A. 52:32-44), requires all contractors and subcontractors listed in the proposal documents to be registered with the New Jersey Department of Treasury.
- B. A copy of the Business Registration Certificate issued by the New Jersey Department of Treasury shall be provided at the time any bid is submitted. Failure to submit proof of registration requires mandatory rejection of a bid as a non-waivable defect.
- C. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:
  - 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
  - 2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
  - 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used; and,
  - 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit, to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.
- D. A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling (609) 292-9292.

## **II. FORMS REQUIRED FOR BIDDING**

**Bid Date:** February 9, 2022 – 11:00 am

**MUNICIPAL POOL DIVING TOWER REPAIR**

**Township of Maplewood**

**ESSEX COUNTY, NEW JERSEY**

**BID FORMS AND CHECKLIST**

The following bid checklist **must be completed and submitted** with the bid as required by P. L. 1999, Chapter 39. The bidder shall initial each item indicating that it has been included with the bid.

<b><u>Items To Be Submitted</u></b>	<b><u>Initial</u></b>
1. Bid Proposal Form.....	_____
2. Bid Guarantee (per NJSA 40:11-21) .....	_____
3. Non-Collusion Affidavit .....	_____
4. Plan and Equipment Questionnaire.....	_____
5. Corporate Disclosure Statement (per NJSA 40:11-22.4) ....	_____
6. Corporate Charter Certification .....	_____
7. Consent of Surety (per NJSA 40:11-22).....	_____
8. Contractor Business Registration.....	_____
9. Public Works Contractor Registration .....	_____
10. List of Subcontractors (if any) (per NJSA 40:11-16).....	_____
11. Performance Bond.....	_____
12. Mandatory Equal Employment Opportunity Language .....	_____
13. Affirmative Action Compliance Notice .....	_____
14. Americans with Disabilities Act of 1990 Language.....	_____
15. Prevailing Wage Rates .....	_____
16. Disclosure of Investment Activities in Iran.....	_____
17. Certification of Non-Debarment.....	_____

Failure to submit the above Items shall be deemed a fatal defect that shall render the bid proposal unresponsive.

**Contractor**

\_\_\_\_\_  
Signature of Duly Authorized Person

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

**Company Name**

**Address**

**CORPORATE SEAL**

**Telephone Number**

## TOWNSHIP OF MAPLEWOOD PROPOSAL

CONTRACTOR \_\_\_\_\_

ADDRESS \_\_\_\_\_

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

IN THE COUNTY OF ESSEX

**TO: Maplewood Township:**

The undersigned hereby declares that he has carefully ***examined and understands*** the specifications for the **MUNICIPAL POOL DIVING TOWER REPAIR** in MAPLEWOOD TOWNSHIP, County of ESSEX, State of New Jersey, for which bids were advertised to be received on **February 9, 2022 at 11:00 a.m.**, and having examined the specifications on file in the office of the Township Engineer, 574 Valley Street, Maplewood, NJ 07040, as well as the advertisement for bids and the site of the work, will contract to do all the work and furnish all materials mentioned in said specifications, in the manner prescribed therein or as amended or modified by the supplementary specifications, at the unit prices specified opposite the different items stated in the Schedule of Quantities and Prices.

**THE CONTRACTOR UNDERSTANDS THAT THERE MAY BE ITEMS IN SECTION IV. TECHNICAL SPECIFICATIONS THAT NEED TO BE INCLUDED IN THE BASE BID. ALL ITEMS SHOWN ON THE DESIGN PLANS ARE TO BE PROVIDED FOR THIS PROJECT.**

It is understood that the quantities listed below of the various items of work to be performed or materials to be furnished are estimates only which can be increased or decreased in the manner designated in the specifications. This bid shall be awarded as one General Contract.

The Owner reserves the right to award all contracts including base bid and as many or as few alternate bid items in alphabetical order based upon funds available at the Township's sole discretion.

**Contractor** \_\_\_\_\_

\_\_\_\_\_  
Signature of Duly Authorized Person

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

## SCHEDULE OF QUANTITIES AND PRICES

BASE BID					
<i>Item #</i>	<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total Amount</i>
1	LUMP SUM <ul style="list-style-type: none"> <li>• Township to provide glue-laminated members only.</li> <li>• Contractor shall provide all other hardware and appurtenances to complete repair.</li> <li>• Contractor shall modify all materials (cut, drill, surface, sand, paint, and apply all treatments), as necessary.</li> <li>• Contractor shall dispose of all construction debris per local, state and federal regulations.</li> </ul>	1	LS		
2	ALLOWANCE	1	LS	\$15,000	\$15,000

**Total contract for Base Bid (Lump Sum + Allowance):**    \$ \_\_\_\_\_

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### IN WORDS

Award of Contract shall be for the lowest responsible bid for the Base Bid or the Base Bid plus as few or as many Alternate Bids in alphabetical order, at the Township's discretion, depending upon the availability of funding.



**Addenda/Clarification - The bidder acknowledges receipt of the following addenda:**

Addenda/Clarification

No.

Dated

Acknowledge Receipt  
(initial)

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

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

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

\_\_\_\_\_

The undersigned is a                      Partnership  
   Corporation  
   Individual    under the laws of the State of

\_\_\_\_\_ having principal offices at \_\_\_\_\_

\_\_\_\_\_.

DATED \_\_\_\_\_

SIGNED \_\_\_\_\_

\_\_\_\_\_  
TYPE OR PRINT NAME & TITLE

**(CORPORATE SEAL)**

COMPANY

ADDRESS

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Township of Maplewood  
PLAN AND EQUIPMENT QUESTIONNAIRE**

Submitted to Township of Maplewood

By \_\_\_\_\_

A Corporation  
A Co-partnership  
An Individual

Principal Office \_\_\_\_\_

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

1. In what manner have you inspected the proposed work? Explain in detail.

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

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

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4. Do you intend to do the grading on the proposed work with your own work crew?

\_\_\_\_\_ If so, give the type of equipment to be used.

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5. Do you intend to sublet any portions of the work? \_\_\_\_\_ If so, state the amount of subcontract and, if known, the name and address of the subcontractor, amount and type of his equipment and financial responsibility.

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## RECENTLY COMPLETED WORK AND STATUS OF CONTRACTS ON HAND

6. Give full information about all of your contracts, whether private or government contracts, whether prime or sub-contracts, for the past two years whether completed, in progress or awarded but not yet begun, or whether you are low bidder pending formal award of contract. The Township may use this information to check references for the low bidder.

[illegible]

7. What equipment do you own that is available for and intended to be used on the proposed project?

**TABLE 1**

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

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

**TABLE 2**

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

9. Have you made contracts or received firm offers for all materials within prices used in preparing your proposal? Do not give name of dealers or manufacturers.

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

The undersigned hereby declares that the items of equipment in Table 1 are owned by \_\_\_\_\_, and are available for and intended to be used on the project, if \_\_\_\_\_ is awarded the contract, and that he proposes to purchase or lease for the project the additional items of equipment state in Table 2.

If awarded the contract, the undersigned will furnish certificates from the owners of leased equipment to the effect that, in case of default of contract, the Owner has the right to take over the leased equipment for use in completing the work, as provided in the Standard Specifications.

Dated at \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NAME OF ORGANIZATION

BY: \_\_\_\_\_

\_\_\_\_\_  
TITLE OF PERSON SIGNING

STATE OF \_\_\_\_\_  
ss.

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

\_\_\_\_\_, of full age, being duly sworn, upon his oath deposes and says that he is \_\_\_\_\_ of the above \_\_\_\_\_ (Name of Organization), that he has reviewed the answers to the foregoing questions and that all statements contained herein are true and correct.

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME OF AFFIANT

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

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.

**TOWNSHIP OF MAPLEWOOD  
NON-COLLUSION AFFIDAVIT**

**MUNICIPAL POOL DIVING TOWER REPAIR**

STATE OF NEW JERSEY  
County of ESSEX

ss:

I, \_\_\_\_\_, of the city of \_\_\_\_\_, in the County of \_\_\_\_\_ and the State of \_\_\_\_\_, of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_, the bidder making the Proposal for the above named project, and that I executed the Proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the TOWNSHIP OF MAPLEWOOD relies upon the truth of the statements contained in said Proposal and in the statement contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by \_\_\_\_\_ (N.J.S.A. 52:34-15).

(Name of Contractor)

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

My commission expires \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TYPE OR PRINT NAME OF AFFIANT

**(CORPORATE SEAL)**

## TOWNSHIP OF MAPLEWOOD CORPORATE DISCLOSURE STATEMENT

Chapter 33 of the Public Laws of 1977 (N.J.S.A. 52:25-24.2) provides in pertinent part that no partnership or corporation shall be awarded any State, County, Municipal or School District Contract for the performance of any work or the furnishing of any materials or supplies unless prior to the receipt of the bid or accompanying the bid of said partnership or corporation, there is submitted a statement containing the following information:

1. If the bidder is a partnership, then the statement shall set for the names and addresses of all partners who own a 10% or greater interest in the partnership.
2. If the bidder is a corporation, then the statement shall set forth the names of all stockholders in the corporation who own 10% or more of its stock of any class.
3. If a corporation owns all or part of the stock of the corporation or partnership submitting this bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation or partnership.

### BIDDER MUST COMPLETE ONE OF THE FOLLOWING STATEMENTS:

- I. STOCKHOLDERS OR PARTNERS OWNING 10% OR MORE of the company submitting the  
bid:      NAME                                      ADDRESS                                      PERCENT

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(Use reverse side if additional space is needed)

I certify the above to be a complete listing of all shareholders or partners owning 10% or more of this company, and if the last listed shareholder is a corporation or partnership, there is no stockholder or partner owning 10% or more of that corporation or partnership.

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
TITLE: \_\_\_\_\_

- II. I hereby certify that NO STOCKHOLDER OR PARTNER OWNS 10% OR MORE of the company submitting the bid.

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
TITLE: \_\_\_\_\_

- III. I hereby certify this bid is being submitted by an individual who operates as a SOLE PROPRIETORSHIP.

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
TITLE: \_\_\_\_\_



**TOWNSHIP OF MAPLEWOOD  
CONSENT OF SURETY**

ALL BIDDERS REQUIRED TO SUBMIT PERFORMANCE AND/OR PAYMENT BOND OR BONDS, SHALL SUBMIT A CONSENT OF SURETY WITH THEIR BID STATING THAT THE SURETY COMPANY WILL PROVIDE THE CONTRACTOR WITH A PERFORMANCE AND/OR PAYMENT BOND OR BONDS IN SUCH SUM AS IS REQUIRED BY THESE CONTRACT DOCUMENTS. SURETY COMPANY BOND FORMS COMPLYING WITH THE CURRENT REQUIREMENTS OF NEW JERSEY STATE LAW ARE ACCEPTABLE.

## **TOWNSHIP OF MAPLEWOOD CONTRACTOR BUSINESS REGISTRATION**

THE "CONTRACTOR BUSINESS REGISTRATION ACT" P. L. C. 57 (N.J.S.A. 52:32-44), REQUIRES ALL CONTRACTORS AND SUBCONTRACTORS LISTED IN THE PROPOSAL DOCUMENTS TO BE REGISTERED WITH THE NEW JERSEY DEPARTMENT OF TREASURY. A COPY OF THE BUSINESS REGISTRATION CERTIFICATE ISSUED BY THE NEW JERSEY DEPARTMENT OF TREASURY MUST BE PROVIDED AT THE TIME ANY BID IS SUBMITTED; FAILURE TO SUBMIT PROOF OF REGISTRATION REQUIRES MANDATORY REJECTION OF A BID AS A NON-WAIVABLE DEFECT.

**TOWNSHIP OF MAPLEWOOD  
CORPORATE CHARTER CERTIFICATION**

**ALL CORPORATE BIDDERS MUST COMPLETE THIS FORM.**

I, \_\_\_\_\_, an  
officer of \_\_\_\_\_, the bidder herein  
do hereby certify that the corporate charter of said corporation is valid and in good standing as of  
the date hereof.

I certify that the foregoing statements made by me are true. I am aware that if any of the  
foregoing statements made by me are willfully false, I am subject to punishment.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
TYPE OR PRINT NAME AND TITLE

**(CORPORATE SEAL)**

**TOWNSHIP OF MAPLEWOOD**

**AFFIRMATIVE ACTION COMPLIANCE NOTICE  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**CONSTRUCTION CONTRACTORS**

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following as form of evidence:

The construction contractors shall complete and submit an Initial Project Workforce Report Form AA-201 upon notification of award. 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 Division and to the public agency compliance officer.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Company _____	Signature _____
Print Name _____	Title _____
Date _____	

**TOWNSHIP OF MAPLEWOOD**  
**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**

**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, 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. 10:531 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

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

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

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the

contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

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

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

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

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the 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 Subchapter I0 of the Administrative Code (NJAC 17:27).

Company _____	Signature _____
Print Name _____	Title _____
Date _____	



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

The contractor and the Township of Maplewood, (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.

Company \_\_\_\_\_ Signature \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_

**TOWNSHIP OF MAPLEWOOD**  
**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Bidder Name: \_\_\_\_\_

Contract Name: \_\_\_\_\_

Contract/Renewal Date: \_\_\_\_\_

Pursuant to Public Law 2012, c.25 (N.J.S.A. 52:32:55 et. seq.), any person or entity (bidder) 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 board determines that a bidder submits a false certification, the board shall report the name of the bidder to the New Jersey Attorney General, whom shall determine whether to bring a civil action against the person or entity to collect the penalty described in section 5 of P.L. 2012, c. 2012 (N.J.S.A. 52:32-59).

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**PART 1. PLEASE CHECK APPROPRIATE BOX**

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

☐ I am unable to certify as indicated above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran. 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 the information required in Part 2 will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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**PART 2. INVESTMENT ACTIVITIES IN IRAN**  
***(Complete only if you checked the second box in Part 1)***

Please provide further information related to investment activities in Iran. You must provide a detailed, accurate and precise description of the activities of the bidder, the bidder's parents, subsidiaries and/or affiliates that are engaged in investment activities as described in N.J.S.A 52:32-56(f).

1. Name and Address: \_\_\_\_\_
2. Relationship to Bidder: \_\_\_\_\_
3. Duration of Engagement: \_\_\_\_\_
4. Cessation of Activity: \_\_\_\_\_
5. Bidder Contact Name: \_\_\_\_\_
6. Bidder Contact Phone Number \_\_\_\_\_

☐ ADDITIONAL ACTIVITIES/CONTINUATION SHEETS (*Check this box if you are including additional activities*): If there are additional activities that require disclosure, please provide the description as attachments to this form, following the same format under part 2 above. Please number each attachment and affix to this form.

Number of Attachments: \_\_\_\_\_

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**PART 3. CERTIFICATION**

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that \_\_\_\_\_ (*fill in the name of the Owner*) is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of the contract to notify the Township in writing of any changes to the answers of information contained herein. I acknowledge 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 recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township and that the Township, at its option, may declare any existing contract(s) resulting from this certification void and unenforceable.

1. Full Name (Print): \_\_\_\_\_ 2. Date: \_\_\_\_\_

3. Signature: \_\_\_\_\_

4. Title: \_\_\_\_\_

5. Bidder/Vendor: \_\_\_\_\_

6. Bidder/Vendor Phone Number and/or Contact Information: \_\_\_\_\_

**CERTIFICATION OF NON-DEBARMENT**  
**FOR FEDERAL GOVERNMENT CONTRACTS**

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

**This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.**

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Address of Individual or Organization	
DUNS Code (if applicable)	
CAGE Code (if applicable)	
<b>Check the box that represents the type of business organization:</b>	

- ☐ Sole Proprietorship (skip Parts III and IV)    ☐ Non-Profit Corporation (skip Parts III and IV)
- ☐ For-Profit Corporation (any type)    ☐ Limited Liability Company (LLC)    ☐ Partnership
- ☐ Limited Partnership                      ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): \_\_\_\_\_

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the <b>individual or organization listed above in Part I</b> is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <b>&lt;name of contracting unit&gt;</b> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by <b>&lt;type of contracting unit&gt;</b> to notify the <b>&lt;type of contracting unit&gt;</b> 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 <b>&lt;type of contracting unit&gt;</b> , permitting the <b>&lt;type of contracting unit&gt;</b> to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

<b>PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization</b>
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Section A (Check the Box that applies)	
<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	
Home Address (for Individual) or Business Address	
OR	
<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
Section B (Skip if no Business entity is listed in Section A above)	
<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Home Address (for Individual) or Business Address	
OR	
<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.
Section C – Part III Certification	
I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the <b>Organization listed above in Part I</b> or, if applicable, owns greater than 50 percent of a parent entity of <b>&lt;name of organization&gt;</b> . I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <b>&lt;name of contracting unit&gt;</b> is relying on the information contained herein and	

that I am under a continuing obligation from the date of this certification through the date of contract award **<type of contracting unit>** to notify the **<type of contracting unit>** 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 **<type of contracting unit>**, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

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

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities	
<b>Section A</b>	
<input type="checkbox"/>	Below is the name and address of the corporation(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent of voting stock, or of the partnership(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent interest therein, or of the limited liability company or companies in which the <b>Organization listed above in Part I</b> owns more than 50 percent interest therein, as the case may be.
<b>Name of Business Entity</b>	<b>Business Address</b>
**Add additional sheets if necessary**	
<b>OR</b>	
<input type="checkbox"/>	The <b>Organization listed above in Part I</b> does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.
<b>Section B (skip if no business entities are listed in Section A of Part IV)</b>	
<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).
<b>Name of Business Entity Controlled by Entity Listed in Section A of Part IV</b>	<b>Business Address</b>

<b>**Add additional Sheets if necessary**</b>			
<b>OR</b>			
<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.		
<b>Section C – Part IV Certification</b>			
<p>I hereby certify that the <b>Organization listed above in Part I</b> does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <b>&lt;name of contracting unit&gt;</b> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by <b>&lt;type of contracting unit&gt;</b> to notify the <b>&lt;type of contracting unit&gt;</b> 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 <b>&lt;type of contracting unit&gt;</b>, permitting the <b>&lt;type of contracting unit&gt;</b> to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

### **III. GENERAL CONDITIONS**



## ***GENERAL CONDITIONS***

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### **301. N. J. STANDARD SPECIFICATIONS**

All of the provisions of the latest amended and supplemented statutes of the New Jersey Local Public Contracts Law (LPCL, N.J.S.A. 40A:11) and Local Public Contracting Rules (N.J.A.C. 5:34), except as amended, modified, or supplemented herein shall apply to this entire specification and shall have the same force and effect as if printed herein in full.

### **302. OTHER CONTRACTS**

The Owner may award, or may have awarded, other Contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling his own work with that to be performed under other Contracts as may be directed by the Owner. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

### **303. PAYMENTS TO CONTRACTOR**

#### **A. Partial Payments**

Monthly or partial payments made by the Owner to the Contractor are monies advanced for the purpose of assisting the Contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Owner. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Owner in all details. **With each submittal for partial payment, the contractor shall submit a revised progress schedule showing work completed, work remaining and the timing of continuing work. No payment without the revised schedule**

The Owner will retain two percent (2%) of each payment to the Contractor for applicable contracts as provided in N.J.S.A. 40A:11-1. et seq.

#### **B. Final Payment**

1. After final inspection and acceptance by the Owner of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments. Final payment to the Contractor shall be made subject to his furnishing the Owner with a release in satisfactory form of all claims against the Owner arising under and by virtue of this Contract, other than such claims, if any, as may be specifically accepted by the Contractor from the operation of the release.
2. The Owner, before paying the final estimate, may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment installed on the Project and services to the Contractor, if the Owner deems the same necessary in order to protect its interest. The Owner, however, may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such

## **GENERAL CONDITIONS**

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releases or receipts and any payments so made shall not impair the obligations of any surety or sureties furnished under this Contract.

3. Withholding of any amount due the Owner under the section entitled "Liquidated Damages", under GENERAL CONDITIONS, shall be deducted from the final payment due the Contractor.

### **C. Withholding Payments:**

The Owner may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Owner and, if it so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Owner and will not require the Owner to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any monies for their protection unless the Owner elects to do so. The failure or refusal of the Owner to withhold any monies from the Contractor shall in nowise impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

### **D. Payments Subject to Submission of Certificates:**

Each payment to the Contractor by the Owner shall be made subject to submission by the Contractor all written certifications required of him and his subcontractors.

## **304. DISPUTE RESOLUTION**

- A. All disputes arising under this Contract or its interpretation, whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (10) days of commencement of the dispute be presented by the Contractor to the Owner for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim, but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except if the claim is of a continuing character. If the claim is of continuing character, the claim will be considered only for the period commencing ten (10) days prior to the receipt by the Owner of notice thereof.
- B. The Contractor shall submit in detail his claim and his proof thereof. Each decision by the governing body of the Owner will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested, directed to his last known address.
- C. If the Contractor does not agree with any decision of the Owner, the dispute shall be submitted to mediation administered by the American Arbitration Association under its Construction Industry Mediation Rules prior to being submitted to a court for adjudication.
- D. The Contractor shall, in no case, allow the dispute to delay the work, but shall notify the Owner promptly that he is proceeding with the work and submitting the dispute to mediation.

## **GENERAL CONDITIONS**

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### **305. INSURANCE**

The Contractor shall continuously maintain insurance and other security for adequate protection of all his work from damage and shall protect the Owner's property from damage, injury, or loss arising in connection with the Contract. He shall completely indemnify the Owner in regard to any such damage, injury, or loss. The Contractor shall take all necessary precautions for the safety of personnel on the work site and shall comply with all applicable provisions of federal, state, and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. He shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workmen and the public. If it becomes necessary for the Contractor, either as principal or by agent or employee, to enter upon the premises or property of the Owner in order to construct, erect, inspect, make delivery, or remove property hereunder, the Contractor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accidents, injuries, damages, or hurt to any person or property during the progress of the work herein covered, and to be responsible for and to indemnify and save harmless the Owner from the payment of all sums of money by reason of all, or any, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work.

The successful Bidder shall not commence any work until he obtains, at his own expense, all the required insurance. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibilities for payment of damages resulting from his operation under the Contract. Policy limits specified are minimum, and wherever the law requires higher limits, the higher limits shall govern. All insurance shall be provided by a company licensed to do business in the State of New Jersey. He Contractor shall, at it's sole expense purchase and maintain insurance with companies satisfactory to the Owner as follows:

1. Workers Compensation and Employers Liability: covering all of the Contractor's employees directly or indirectly engaged in the performance of this Contract. This insurance shall comply with the statutory requirements of the State and shall include:
  - a) Workers Compensation Coverage: In such amounts necessary to satisfy applicable statutory requirements
  - b) Employers Liability Limits not less than:

Bodily Injury by Accident:	\$3,000,000 each accident
Bodily Injury by Disease:	\$3,000,000 each employee
Bodily Injury by Disease:	\$3,000,000 policy limit
2. Commercial General Liability: (including Premises - Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability (including Liability for Employee Injury assumed under a Agreement), and Explosion, Collapse and Underground Coverage).
  - a) Occurrence Form with the minimum following limits:

(1) General Aggregate:	\$3,000,000
(2) Products/Completed Operations Aggregate:	\$3,000,000
(3) Each Occurrence:	\$1,000,000
(4) Personal and Advertising Injury:	\$1,000,000
(5) Fire Damage (any one fire):	\$ 150,000

## **GENERAL CONDITIONS**

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- b) The General Aggregate Limit must apply on a per location/per project basis.
  - c) No Professional Exclusion (if exclusion exists, must comply with Professional Liability Coverage Requirement, as set forth below).
  - d) No Insured vs. Insured or "Cross Suits" Exclusion on the policy.
3. Automobile Liability including Physical Damage:
- a) All Owned, Hired and Non-Owned Vehicles
  - b) Contractual Liability Coverage (including Liability for Employee Injury assumed under an Agreement),
  - c) Per Accident Combined Single Limit: \$1,000,000
  - d) Physical Damage Coverage must be included
4. Commercial Umbrella Liability:
- a) Occurrence Limit: \$5,000,000
  - b) Aggregate Limit (where applicable): \$5,000,000
  - c) Policy to apply excess of the Commercial General Liability (following form per location/per project limit), Commercial Automobile Liability and Employers Liability Coverage.
  - d) No Insured vs. Insured or "Cross Suits" Exclusion on the policy.
5. Professional Liability Coverage: The Contractor shall have at least \$5,000,000 of professional liability insurance per occurrence if design services will be provided under this contract.
6. Railroad Protective Liability Insurance: The Contractor shall have at least \$5,000,000 of railroad protective liability insurance if in the vicinity of a railroad.

Financial Rating of Insurance Companies: The Financial Rating of all Insurance Companies must meet the minimum A. M. Best Ratings below:

- (1) A.M. Best Rating: A- (Excellent) or Higher
- (2) A.M. Best Financial Size Category: Class X or Higher

Primary Additional Insureds: The Certificate of Insurance is to name **Township of Maplewood c/o the Engineering Department, the State of New Jersey, the County of ESSEX, and each of their officers, employees and agents** as additional insureds.

The Certificate is also to indicate that the Contractor's policies are Primary. The coverage offered to the additional insureds on the Contractor's liability policies shall be primary coverage to any other coverage maintained by the additional insureds and shall not permit or require such other coverage to contribute to the payment of any loss.

30 Days' Notice of Cancellation, Non-Renewal and Material Change: It is agreed the Contractor's insurance will be not be canceled, materially changed or non-renewed without at least thirty (30) days advance written notice to the Township of Maplewood by Certified Mail - Return Receipt Requested.

Policies Shall Remain in Force: until all work has been completed and until all retained percentages and maintenance bonds have been released.

Subcontractors: Shall be required, by the General Construction Contractor, to provide the same types of insurance with the same limits, as described above. The Contractor shall not allow any Subcontractor to commence work on his subcontract, until all similar insurance

## **GENERAL CONDITIONS**

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required of the Subcontractor has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder. Certificates and policies of Insurance, covering each Subcontractor, shall also be filed with the Owner before any work is begun by the Subcontractor.

Waiver of Rights of Recovery and Waiver of Rights of Subrogation: The Certificate of Insurance must evidence a Waiver of Recovery and Waiver of Subrogation in favor of the Owner and all additional insureds where applicable on all policies including Workers' Compensation and Employers Liability:

- (1) The Contractor waives all rights of recovery against the Owner and all the additional insureds for loss or damage covered by any of the insurance maintained by the Contractor pursuant to this Contract.
- (2) The Contractor hereby waives, and shall cause its insurance carriers to waive, all rights of subrogation against the Owner and all the additional insureds for loss or damage covered by any of the insurance maintained by the Contractor pursuant to this Contract.
- (3) If any of the policies of insurance required under this Contract require an endorsement to provide for the waiver of subrogation set forth above, then the named insureds of such policies will cause them to be so endorsed.

### **306. PATENTS**

The Contractor shall hold and save the Owner, its officers and employees harmless from liability of any nature or kind, including costs and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured, or used, in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Technical Specifications.

### **307. WARRANTY OF TITLE**

No materials, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest therein or in part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies and equipment installed or incorporated in the work and, upon completion of all work, shall deliver the same together with all improvements and appurtenances construction or placed thereon by him to the Owner free from any claims, liens or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to seek recovery of funds due the Contractor in the hands of the Owner. The provisions of this paragraph shall be inserted in all subcontractor's and materials contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

### **308. COMMUNICATIONS**

- A. All notices, demands, requests, instruction, approvals, proposals and claims must be in writing.

## ***GENERAL CONDITIONS***

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- B. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the Owner), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.
- C. All papers required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to the Township Engineer, 574 Valley Street, Maplewood, NJ 07040, and any notice to or demand upon the Owner shall be sufficiently given if so delivered, or if in the United States mailed in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Owner at such address, or to such other representative of the Owner or to such other address as the Owner may subsequently specify in writing to the Contractor for such purposes.
- D. Any such notice shall be deemed to have been given as of the time of actual delivery or in the case of mailing when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

### **309. AFFIRMATIVE ACTION REQUIREMENTS FOR CONSTRUCTION CONTRACTS**

REFER TO THE EXHIBIT IN SECTION II "FORMS REQUIRED FOR BIDDING"

### **310. COMMENCEMENT OF WORK**

Upon execution of the Contract by Maplewood Township, a fully executed copy, together with a Notice to Proceed will be provided to the Contractor. Receipt of the executed contract and Notice to Proceed shall constitute the Contractor's authority to enter upon the Project site, provided the Contractor has submitted to the Engineer, and the Engineer has accepted, the insurance certificates required under General Conditions Section 305 and a preconstruction conference has been held. Construction operations shall not begin until the Contractor has supplied and the Engineer has accepted the progress schedule and other certificates, forms, schedules and any other information required by the Contract Documents.

The work, which the Contractor is required to perform under this Contract shall be commenced by within 10 calendar days of the date the Contract is executed by Maplewood Township. The tenth day is the first day of the Contract Time. Failure of the contractor to begin construction operations within 10 calendar days for any reason shall constitute a contractor delay. Failure to begin construction operations within 20 calendar days shall constitute a default for which Maplewood Township may take whatever action that is deemed appropriate.

The contractor shall give the Township of Maplewood at least one (1) week notice of his intention to start work. **The contractor shall provide 48 hours notice to residents along the route and surrounding neighborhood prior to the commencement of milling and paving operations.**

### **311. TIME OF COMPLETION**

All work shall be substantially completed by **April 29, 2022** and shall be fully completed no later than **May 6, 2022**.

## **GENERAL CONDITIONS**

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### **312. GENERAL CONSTRUCTION PROCEDURES**

- A. All operations in connection with construction of the improvements shall be completed in an orderly and careful manner acceptable to the Owner with due consideration for neighbors and the public.
- B. The work shall be conducted so as not to interfere with the work of other contractors who may be on site at the same time.
- C. Where the contractor enters upon properties other than those of the Owner or properties where the Owner has not obtained permission, it shall obtain permission from the owner thereof and on completion of any work shall leave property clean and free of debris of any kind and shall repair any damage to property which may have been caused by its work or by its employees or subcontractors.
- D. The contractor shall not close or obstruct any streets, sidewalks, alleys or passageways unless specifically authorized. No material whatsoever shall be placed or stored in streets, alleys or passageways. The contractor shall conduct its operations so as to interfere as little as possible with the use ordinarily made of any roads, streets, driveways, alleys, sidewalk facilities, etc., near enough to the work to be affected thereby.

### **313. LIQUIDATED DAMAGES**

- A. If the contractor fails to complete the project and each and every part and appurtenance thereof fully, entirely, and in conformity with the provisions of the contract within the time stated in the contract, or within such further time as may have been granted in accordance with the provisions of the contract, then the contractor shall and hereby does agree to pay the Owner liquidated damages.
- B. It is mutually agreed that the sum stated for liquidated damages is a fair and reasonable estimate and not disproportionate to actual damages which are not readily susceptible of ascertainment and proof as of the time of the making of this contract. This sum shall be compensation to the Owner for time spent by its employees, officers, agents or servants in dealing with any delays and the effects thereof, and expenses incurred and other losses suffered by the Owner as a result of the contractor's delay in performance.
- C. It is mutually agreed that the sum of **\$ 500 PER CALENDAR DAY** after May 6, 2022 and up to May 15, 2022 is reasonable and appropriate.
- D. It is mutually agreed that the sum of **\$ 1,000 PER CALENDAR DAY** after May 15, 2022 is reasonable and appropriate.
- E. The Owner shall recover said damages by deducting the amount due from the final payment to the Contractor for the work performed. If there are insufficient funds remaining in the contract to cover the liquidated damages, then the Contractor or his surety shall pay the amount due.

### **314. ACCIDENT PREVENTION**

The Contractor shall take all necessary precautions to ensure safety at all times with all construction related activities. The Township Engineer or his on-site representative assumes

## ***GENERAL CONDITIONS***

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no responsibility for the implementation, discharge or monitoring of the safety standards, practices of the Contractor.

The U. S. Department of Labor, Occupational Safety and Health Administration (OSHA) Regulations 29 CFR shall be complied with at all times.

The Contractor's attention is particularly directed to the requirements of the current Construction Safety Code promulgated by the New Jersey Department of Labor and Industry, Bureau of Engineering and Safety. Article 3.6 of the Construction Safety Code states the requirements regarding reporting of accidents involving injury, loss of life, and property damage.

Failure to comply with applicable safety standards will result in appropriate action by the Owner to ensure that safety is maintained on the project.

### **315. CONSTRUCTION LAYOUT**

The contractor will provide his own construction stakeout of the work. The Township Engineer will provide the contractor with digital drawing files to assist the contractor on this work such file shall be used as a guide only. The contractor is responsible for installing all improvements as designed to provide a functional project.

The Contractor shall maintain adequate grade stakes and pins on the site at all times to ensure conformance with the plan grades and allow for proper inspection.

### **316. COOPERATION WITH UTILITIES**

The corporations, companies, agencies, or municipalities owning or controlling the utilities, are as listed on the design plans.

The Contractor should coordinate the relocation and / or resetting of mains, valves, services, etc. with the utility companies during construction.



## **IV. TECHNICAL SPECIFICATIONS**



## **TECHNICAL SPECIFICATIONS**

### **A. AUTHORIZATION OF CONTRACT**

The Contract for this project is authorized by the provisions of Local Public Contracts Law N.J.S.A. 40A:11-1. et seq.

### **B. SPECIFICATIONS TO BE USED**

All construction specifications are included in these bid documents. All of the provisions of the latest amended and supplemented statutes of the New Jersey Local Public Contracts Law (LPCL, N.J.S.A. 40A:11) and Local Public Contracting Rules (N.J.A.C. 5:34), except as amended, modified, or supplemented herein shall apply to this entire specification and shall have the same force and effect as if printed herein in full.

### **C. GENERAL**

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 "Basis of Payment" clause provides that certain work essential to that item will be paid for under another pay item.

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 Standard Specifications, U.S. Customary Units, unless otherwise noted.

Whenever reference to page number is made, it is construed to refer to the Standard Specifications, U.S. Customary Units, unless otherwise noted.

Henceforth in this supplementary specification whenever reference to the State, Commissioner or Department is made, it is construed to mean Township of Maplewood.

## SECTION 061800 - GLUED-LAMINATED CONSTRUCTION

### PART 1 - GENERAL

#### 1.1 QUALITY ASSURANCE

- A. Manufacturer Qualifications: An AITC- or APA-EWS-licensed firm.

#### 1.2 INFORMATIONAL SUBMITTALS

- ~~A. Certificates of Conformance: Issued by a qualified testing and inspecting agency indicating that structural glued-laminated timber complies with requirements in AITC A190.1. To be provided by the Township.~~
- B. Material Certificates: For preservative-treated wood products, from manufacturer. Indicate type of preservative used and net amount of preservative retained.

### PART 2 - PRODUCTS

#### ~~2.1 STRUCTURAL GLUED-LAMINATED TIMBER TO BE PROVIDED BY THE TOWNSHIP.~~

- ~~A. General: Provide structural glued-laminated timber that complies with AITC A190.1 and AITC 117 or research/evaluation reports acceptable to authorities having jurisdiction.~~
  - ~~1. Factory mark each piece of structural glued-laminated timber with AITC Quality Mark or APA-EWS trademark. Place mark on surfaces that are not exposed in the completed Work.~~
  - ~~2. Provide structural glued-laminated timber made from single species.~~
  - ~~3. Provide structural glued-laminated timber made from solid-lumber laminations; do not use laminated veneer lumber.~~
  - ~~4. Provide structural glued-laminated timber made with wet-use adhesive complying with AITC A190.1.~~
- ~~B. Species and Grades for Beams and Purlins:~~
  - ~~1. Species and Beam Stress Classification: Southern pine, 24F-1.8E.~~
  - ~~2. Lay-up: Balanced.~~
- ~~C. Appearance Grade: Architectural Framing, complying with AITC 110.~~

#### 2.2 PRESERVATIVE TREATMENT

- A. Preservative Treatment: Where preservative-treated structural glued-laminated timber is indicated, comply with AWP A U1, Use Category 3B.
  - 1. Use preservative solution without substances that might interfere with application of indicated finishes.
  - 2. Do not incise structural glued-laminated timber or wood used to produce structural glued-laminated timber.
- B. Preservative:

1. Chromated copper arsenate (CCA) in a water solution.
- C. After dressing members, apply a copper naphthenate field-treatment preservative to comply with AWP A M4 to surfaces cut to a depth of more than **1/16 inch**.

## 2.3 TIMBER CONNECTORS

- A. Provide bolts, **3/4 inch** unless otherwise indicated, complying with **ASTM A 307, Grade A**; nuts complying with **ASTM A 563**; and, where indicated, flat washers.
- B. Materials: Unless otherwise indicated, fabricate from the following materials:
  1. Structural-steel shapes, plates, and flat bars complying with ASTM A 36/A.
  2. Round steel bars complying with ASTM A 575, Grade M 1020.
- C. Hot-dip galvanize steel assemblies and fasteners after fabrication to comply with ASTM A 123/A or ASTM A 153/A.
- D. Finish steel assemblies and fasteners with rust-inhibitive primer, **2-mil** dry film thickness.

## 2.4 MISCELLANEOUS MATERIALS

- A. End Sealer: Manufacturer's standard, transparent, colorless wood sealer that is effective in retarding the transmission of moisture at cross-grain cuts and is compatible with indicated finish.
- B. Penetrating Sealer: Manufacturer's standard, transparent, penetrating wood sealer that is compatible with indicated finish.

## 2.5 FABRICATION

- A. Shop fabricate for connections to greatest extent possible, including cutting to length and drilling bolt holes.
  1. Dress exposed surfaces as needed to remove planing and surfacing marks.
- B. Where preservative-treated members are indicated, fabricate (cut, drill, surface, and sand) before treatment to greatest extent possible. Where fabrication must be done after treatment, apply a field-treatment preservative to comply with AWP A M4.
  1. Use inorganic boron (SBX) treatment for members not in contact with the ground and continuously protected from liquid water.
- C. End-Cut Sealing: Immediately after end cutting each member to final length and after preservative treatment, apply a saturation coat of end sealer to ends and other cross-cut surfaces, keeping surfaces flood coated for not less than 10 minutes.

# PART 3 - EXECUTION

## 3.1 INSTALLATION

- A. General: General contractor should have similar type experience minimum of 3 projects in last 2 years. Erect structural glued-laminated timber true and plumb and with uniform, close-fitting joints. Provide temporary bracing to maintain lines and levels until permanent supporting members are in place.

1. Handle and temporarily support glued-laminated timber to prevent surface damage, compression, and other effects that might interfere with indicated finish.
- B. Cutting: Avoid extra cutting after fabrication. Where field fitting is unavoidable, comply with requirements for shop fabrication.
- C. Fit structural glued-laminated timber by cutting and restoring exposed surfaces to match specified surfacing.
1. Predrill for fasteners using timber connectors as templates.
  2. Finish exposed surfaces to remove planing or surfacing marks and to provide a finish equivalent to that produced by machine sanding with No. 120 grit sandpaper.
  3. Coat cross cuts with end sealer.
  4. Where preservative-treated members must be cut during erection, apply a field-treatment preservative to comply with AWP A M4.
    - a. Use inorganic boron (SBX) treatment for members not in contact with the ground and continuously protected from liquid water.
    - b. Use copper naphthenate treatment for members in contact with the ground or not continuously protected from liquid water.
- D. Install timber connectors as indicated.
1. Unless otherwise indicated, install bolts with same orientation within each connection and in similar connections.
  2. Install bolts with orientation as indicated or, if not indicated, as directed by Architect.

## **V. APPENDIX**

**Township of Maplewood  
PREVAILING WAGE RATES**

State wage rates may be obtained from the New Jersey Department of Labor (Telephone: 609-292-2259) or by accessing the Department of Labor's web site at <http://lwd.state.nj.us/labor/index.html> The State wage rates in effect at the time of award will be made a part of this Contract, pursuant to Chapter 150, Laws of 1963 (N.J.S.A. 34:11-56.25, *et seq.*).



## **FINANCIAL STANDARDS FOR SURETY BOND COMPANIES**

### **Common Standards For All Surety Companies**

- ◆ All surety companies must have the minimum capital and surplus or net cash assets required, pursuant to N.J.S.A. 17:17-6 or N.J.S.A. 17:17-7, whichever is applicable, at the time the invitation to bid is issued.
- ◆ All surety companies must complete a Surety Disclosure Statement and Certification for all payment and performance bonds, regardless of project cost, pursuant to N.J.S.A. 2A:44-143d.
- ◆ Existing law pertaining to surety companies providing payment and performance bonds(s), and the authorization of such companies to transact such business in New Jersey, pursuant to N.J.S.A. 17:17-10 or 17:32-1 et seq., as applicable remain in effect.

### **Additional Standards If The Amount Of The Bond Is Below \$850,000**

- ◆ The new provisions of N.J.S.A. 2A:44-143 are silent regarding any additional standards which could be applicable under the \$850,000 threshold. Local contracting units should consult with legal counsel, and review N.J.S.A. 40A:11-22 of the Local Public Contracts Law for additional guidance in determining whether they can impose additional standards. However, given the statutory intent, it is likely that more stringent standards would not be authorized.

### **Additional Standards If The Amount Of The Bond Is At Least \$850,000 But Not More Than \$3.5 Million**

- ◆ The surety company must hold a current certificate of authority issued by the United States Secretary of the Treasury that is valid in New Jersey as listed annually in the United States Treasury Circular 570.

#### ***but***

- ◆ If the surety company has been operational for a period in excess of five years, the surety company shall also be considered to have satisfied this requirement if it is rated in one of the three highest categories by an independent nationally recognized United States rating company that determines the financial stability of insurance companies. Such rating companies must meet standards promulgated by the Commissioner of Insurance (Appendix C). (N.J.A.C. 11:1-41.1 et seq).

### **Additional Standards If The Amount Of The Bond Is More Than \$3.5 Million**

- ◆ The surety company must hold a current certificate of authority issued by the United States Secretary of the Treasury that is valid in the State of New Jersey listed annually in U. S. Treasury Circular 570.

#### ***and***

- ◆ If the surety company has been operational for a period in excess of five years, it must be rated in one of the three highest categories by an independent, nationally recognized United States rating company that determines the financial stability of insurance companies. Such ratings must meet standards promulgated in N.J.A.C. 11:1-41.1 et seq.

### **Exception For A Surety Company That Is Not Treasury Listed**

- ◆ A surety company which seeks to provide a payment and performance bond in excess of \$3.5 million is exempt from the requirement of Treasury Circular 570 if it meets standards developed by the Commissioner of Insurance through regulations which at least equal, and may exceed, the general criteria required for Treasury listing. These standards are found at N.J.A.C. 11:1-41.4.

## **SURETY DISCLOSURE STATEMENT AND CERTIFICATION**

\_\_\_\_\_, surety(ies) on the attached bond, hereby certifies(y) the following:

- (1) The surety meets the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as part of the surety's most current annual filing with the New Jersey Department of Insurance.
- (2) The capital (where applicable) and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, \_\_\_\_\_ (most recent calendar year for which capital and surplus amounts are available), which amounts have been certified as indicated by certified public accountants (indicating separately for each surety that surety's capital and surplus amounts, together with the name and address of the firm of certified public accountant that shall have certified those amounts):

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- (3) (a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. §9305, the underwriting limitation established therein and the date as of which that limitation was effective is as follows (indicating for each such surety that surety's underwriting limitation and the effective date thereof):

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- (b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to R.S. 17:18-9 as of (date on which such limitation was so established) is as follows (indicating for each such surety that surety's underwriting limitation and the date on which that limitation was established):

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- (4) The amount of the bond to which this statement and certification is attached is \$\_\_\_\_\_.

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3)(a) or (3)(b) above, or both, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ; and

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P. L. 1993, c. 243 (C. 17:51 B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

### **CERTIFICATE**

(to be completed by an authorized certifying agent for each surety on the bond)

I, (name of agent), as (title of agent) for (name of surety), a corporation/mutual insurance company/other (indicating type of business organization) (circle one) domiciled in (state of domicile), DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOIDABLE.

\_\_\_\_\_  
(Signature of certifying agent)

\_\_\_\_\_  
(Printed name of certifying agent)

\_\_\_\_\_  
(Title of certifying agent)

## **MUNICIPAL MECHANICS LIEN LAW**

### **NOTICE OF THE DELIVERY OF LABOR OR MATERIALS**

In accordance with the terms and provisions of the "Municipal mechanics' Lien Law", N.J.S.A. 2A:44-125 et seq, notice (N.J.S.A. 24A44-128) is hereby given that:

1. (Name of person supplying labor or materials) of (address of person supplying labor or materials) has on (date) provided to (name of subcontractor) the following: (description of labor or materials). My telephone number is (telephone number of person supplying labor or materials).
2. The (description of labor or materials) were provided for the (name of public improvement) in (name of municipality), New Jersey.

Signed: \_\_\_\_\_

For: \_\_\_\_\_

(Individual, firm or corporation)

The Municipal Mechanics Lien Law sets out a procedure for a beneficiary to file a written notice with the public agency that he or she has performed work or provided materials for a public improvement project. A beneficiary is a person who as a laborer, mechanic, material man, merchant, trader or subcontractor has performed any labor or has furnished any materials towards the performance or completion of a contract for any public improvement project. This will permit them to obtain a lien for the value of the labor or the materials provided. This written notice must be filed within 20 days of the first performance of work or labor or delivery of materials to the subcontractor. The filing is made with the chief financial officer of the Owner (N.J.S.A. 2A:44-128a.).

Failure of a beneficiary to file the written notice within the required 20 days bars the beneficiary from securing a lien, unless there is money owing from the contractor to the subcontractor to whom the labor or materials were provided. In this case, the lien is limited in value to a sum not greater than the money owing from the contractor to the subcontractor. A lien filed after the initial 20 day period will be effective only as to work or materials provided after the date of filing (N.J.S.A. 2A:44-128b.).