

# Vernon Township

21 CHURCH STREET  
Vernon, New Jersey 07462

## REQUEST FOR PROPOSAL

### VERNON NO NET LOSS REFORESTATION PROJECT

SITE: THROUGHOUT THE VERNON TOWNSHIP

PROPOSAL DATE: THURSDAY, JULY 27, 2017

PROPOSAL TIME: 10:00 A.M.

VERNON TOWNSHIP MUNICIPAL COURTROOM

**LEGAL NOTICE**  
**REQUEST FOR PROPOSALS**

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the Office of the Mayor, located at 21 Church Street, Vernon, NJ 07462, on or before **Thursday, July 27, 2017** at **10:00 a.m.** prevailing time for the following:

**VERNON NO NET LOSS REFORESTATION PROJECT**

Specification documents for the above may be obtained in the Office of the Mayor, 21 Church Street, Vernon, NJ 07480, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday. Any person, firm, or corporation desiring a copy of the Specification Documents may obtain such from the Office of the Mayor. All RFP's shall be delivered by mail, messenger, courier, overnight service or by hand.

Request for Proposals must use the prepared Proposal Forms. Submit two (2) proposals, each enclosed in a separate sealed envelope addressed to the Township Municipal Clerk, Vernon Township, marked clearly on the outside "Vernon No Net Loss Reforestation Project" with the name and address of the Applicant and delivered on or before the hour set forth above.

**NO PROPOSAL WILL BE ACCEPTED**  
**AFTER THE NOTICED DATE FOR RECEIPT OF SAME.**

*Proposals must be accompanied by a guarantee in the form of a certified check, bond or cashier's check in the amount of ten percent (10%) of the total amount proposed, but not in excess of \$20,000.00 made payable to the Vernon Township, together with a "Consent of Surety" from a surety company authorized to do business in New Jersey in a form satisfactory to the Township, stating that it will provide the contractor with a bond in an amount equal to one hundred percent (100%) of the total contract price.*

Proposal information should be clear and not subject to qualifications, deletions, erasures, or other marking that create any doubt as to its meaning. Proposal will be signed by a duly authorized person on behalf of the proposal and that the Proposal is responsive. RFP can determine the responsiveness of their Proposal by reading "Information for Proposers". **INSTRUCTIONS MUST BE FOLLOWED EXACTLY OR THE PROPOSAL MAY BE DECLARED NON-RESPONSIVE.**

The Township Council reserves the right to reject any and all proposals or to accept such proposals as it may deem to be in the best interests of the Vernon Township, and reserves the right to waive any informality in the proposals received, and the right to consider the proposals for sixty (60) days after their receipt.

Proposals are required to comply with the requirements of N.J.S.A. 10:5-31, et seq. (N.J.A.C. 17:27) which pertain to Affirmative Action Regulations and P.L.1977, c. 33, (Stockholder or Partnership Disclosure Requirement) and P.L. 2004, (as amended by P.L. 2005, c. 51), Business Registration Requirements and P.L. 2004, c. 19, Business Entity Disclosure.

Lauren E. Kirkman, RMC  
Municipal Clerk

**Vernon Township  
REQUEST FOR PROPOSALS  
FOR  
No Net Loss Reforestation Project**

**PROJECT INFORMATION AND SCOPE OF WORK**

**PROJECT NAME AND LOCATION**

Vernon Township No Net Loss Reforestation Project  
21 Church Street  
Vernon, NJ 07462

Planting will take place at various locations throughout the Township, in the locations depicted on the attached maps. Exact planting locations on each site will be delineated at a later date, just prior to planting.

**SCOPE OF WORK**

**Project Description**

This Request for Proposals (RFP) seeks a qualified Planting Contractor to plant 372 trees (2 inch caliper) in various locations around the Township. Tree planting under this contract will focus on school properties and municipally owned land. The plantings are being funded via No Net Loss funding collected as part of the construction of the Tennessee Gas 300 Line Project which disturbed forests located on State owned land located within Vernon Township.

Trees will be planted utilizing proper planting techniques and will be properly mulched and watered. Plantings will be maintained for a two (2) year period from the planting date. At the end of the two (2) year period there must be a 95% establishment rate as determined by the State Forestry Representative.

**Planting Contractor Responsibilities:**

1. Locate trees as selected by the Township to meet the species, quantity and quality as described in these specifications. All trees will be sourced within 250 miles of Vernon Township.
2. Coordinate utility mark outs (one-call) prior to breaking ground at any location.
3. Select trees at the nursery which will be available for inspection and approval by the Consulting Forester.
4. Plant the selected trees in the proper locations as designated and marked by the Consulting Forester.
5. Utilize proper planting techniques, staking and mulching as described in these specifications.
6. Provide mulch, staking, fertilization and proper disposal of any debris generated from the planting.
7. If there is no substantial rain (greater than 0.5 inches) over a ten (10) day period during the growing season the trees must be watered.
8. Will provide a sufficient work force to complete the work in a timely manner and within the approved planting times.
9. Maintain communication with the Consulting Forester/Project Manager.
10. At the end of the two (2) year period there must be a 95% establishment rate as determined by the State Forestry Representative.
11. Compliance with all OSHA Regulations.

**Consulting Forester/Project Manager Responsibilities:**

1. Provide planting locations.
2. Will approve trees selected by the Planting Contractor at the nursery.
3. Will supervise planting and sign off that proper planting has been completed.
4. Create punch list items for the Planting Contractor to correct.
5. Approve the appropriate payment through the Mayor or Designee
6. Maintain communication with the Planting Contractor.
7. Notification to NJ Forest Service Representative of planting dates to facilitate inspections.

**Work Schedule:**

Fall plantings will occur between September 15 and November 15 if weather conditions allow as determined by the Project Manager/Consulting Forester.

**Logistics and Payment:**

The Planting Contractor shall submit invoices monthly for work completed in the previous calendar month. Invoices will be initially approved by the Consulting Forester and the Mayor or Designee. The Township will then approve the invoice and submit it to the State Forest Service for approval after inspection by the NJ Forest Service. Payment will be received by the Planting Contractor **after** the Township has been reimbursed by the State of New Jersey. This process is expected to take up to 150 days.

There will be no change orders unless the scope of the Project has been altered in writing and agreed upon by the Planting Contractor, the Township and the Consulting Forester.

A certified payroll will be required.

A portion of the final payment, retainage, in the amount of 10%, will be withheld from each payment until the planting is approved by the State Forester at the end of the two (2) year maintenance period.

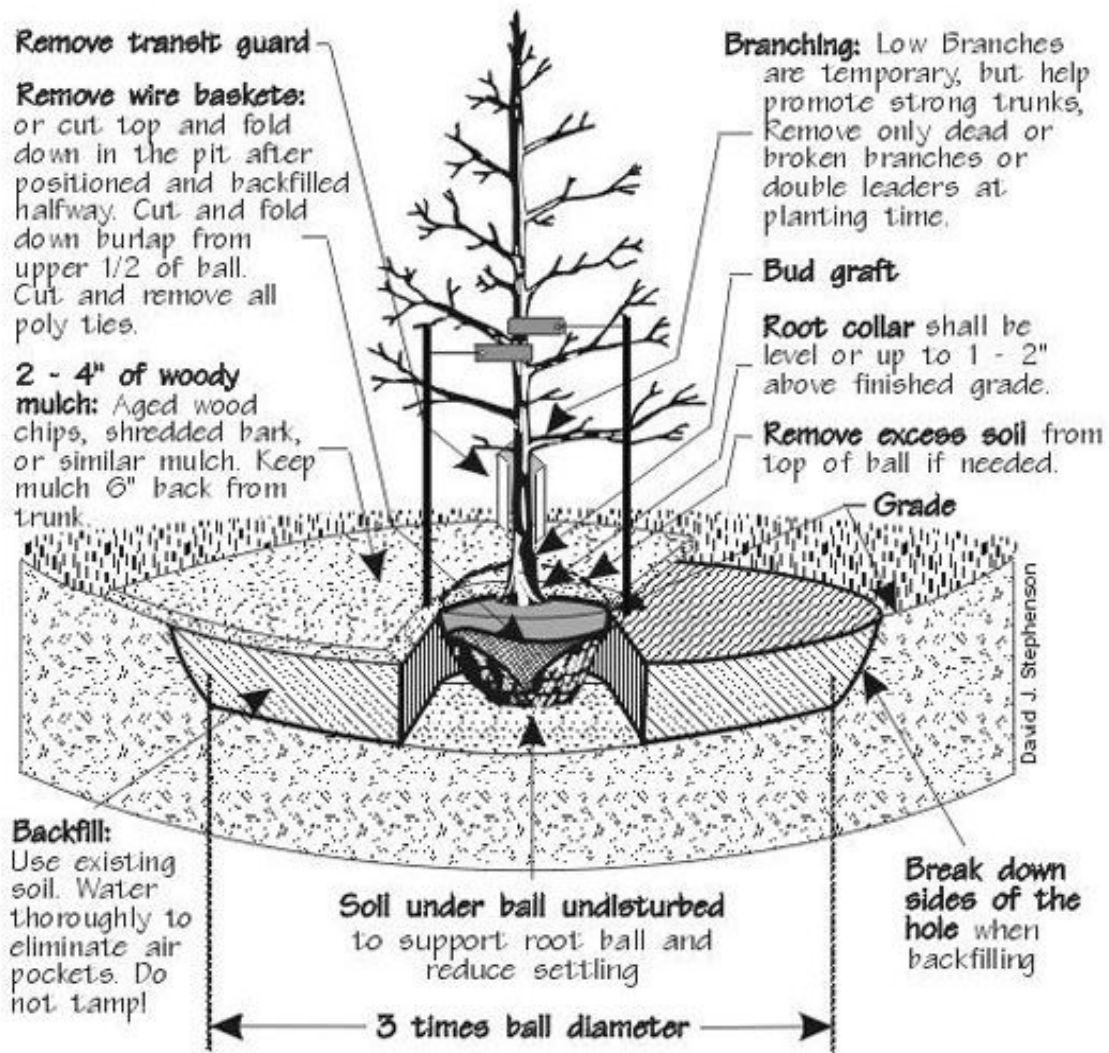
Nothing contained in the contract shall create any contractual relationship between any subcontractors and the Vernon Township.

**Forms to be submitted with the Proposal:**

1. Unit price chart
2. Signed Total Not to Exceed Price
3. NJ Business Registration Certificate
4. Certification of Incorporation
5. W-9 Form
6. A Non-Collusion Affidavit
7. Equal Opportunity Documents – Certificate of Employee Information Report
8. Provide three (3) similar projects your company has completed with references.
9. Provide names & contact information for any subcontractors which may be utilized during the project.
10. A guarantee pursuant to N.J.S.A. 40A:11-21.
11. A certificate from a surety company pursuant to N.J.S.A. 40A:11-22.
12. A statement of corporate ownership pursuant to N.J.S.A. 52:25-24.2.
13. A listing of subcontractors pursuant to N.J.S.A. 40A:11-16(a)(1)(1)-(4).
14. Acknowledgement the bidder's receipt of any notice, revisions or addenda to the advertisement or bid documents pursuant to N.J.S.A. 11-23.1.

The Planting Contractor shall protect all underground utilities and is responsible for making all calls to the one-call system prior to any excavation. The Planting Contractor will be responsible for any damage to underground or above ground utilities damaged during the planting project.

# Proper Tree Planting Diagram



Stake only if you have to. Use 3"-wide webbing straps and secure to stakes with heavy gauge wire. The wire should be able to stick straight out from the stake and hold the webbing strap up, preventing it from sliding down the tree. Do not stake tightly - trees gain strength from movement. Remove all stakes after one year.

Use of tree wrap is not recommended, as it causes a number of problems for the tree.

**PROJECT OWNER**

Vernon Township  
21 Church Street  
Vernon, NJ 07462

Mayor/Administration office  
Telephone: 973-764-4055  
Email: [imills@vernontwp.com](mailto:imills@vernontwp.com)

Grant Administrator  
Mike Furrey  
Telephone: 973-600-7851  
Email: MFurrey@agra.us

**PROJECT MANAGER/FORESTER**

Ronald Farr, CF  
Farr Forestry Services  
6 Ricker Road  
Newfoundland, New Jersey 07435

Telephone: 973-208-8165  
Email: farrforest@yahoo.com

**SAMPLE SCORING SHEET**

<b>Contractors</b>	1 Tree Co	2 Tree Co	3 Tree Co	4 Tree Co	5 Tree Co
Contractor Experience with Similar Projects – 35%					
Proximity to Project, References – 10%					
Cost - 55%					
<b>Total Score out of 100%</b>					

-- END OF SECTION --

**PROPOSAL COVER FORM**

The undersigned proposes to furnish and deliver the required goods/services pursuant to the proposal drawings and specifications:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Federal I.D. # or Social Security #

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Type or Print Name

Title: \_\_\_\_\_

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail address





# Vernon Township

## BUSINESS ENTITY DISCLOSURE CERTIFICATION FOR NON-FAIR AND OPEN CONTRACTS Required Pursuant to N.J.S.A. 19:44A-20.8

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the \_\_\_\_\_ <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding date of award of contract to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of Vernon Township as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and ( r).

Harry J. Shortway– Mayor		
Jean Murphy – Council President		
Daniel Kadish - Councilman		
Sandra Ooms - Councilwoman		
Patrick Rizutto - Councilman		
Dick Wetzel - Councilman		

**Part II – Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business entity:**

- Partnership   
  Corporation   
  Sole Proprietorship   
  Subchapter S Corporation  
 Limited Partnership   
  Limited Liability Corporation   
  Limited Liability Company

Name of Stock or Shareholder		Home Address

**Part III – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or in part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

(Corporate Seal)

Name of Business Entity \_\_\_\_\_

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

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed and sworn before me  
this \_\_\_ day of \_\_\_\_\_, 20\_\_\_

\_\_\_\_\_

Notary Signature

My Commission expires:

(Seal)

**STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business:**

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

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

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ____ day of _____, 2017	_____
_____	(Affiant)
(Notary Public)	_____
My Commission expires:	(Print name & title of affiant)
	(Corporate Seal)

**PROPOSAL FORM**  
**ADDITIONAL INFORMATION**

The undersigned, having examined the Documents, Specifications, Drawings, and all Addenda to said RFP Documents entitled:

**VERNON NO NET LOSS REFORESTATION PROJECT**

as prepared by Farr Forestry Services, 6 Ricker Road, Newfoundland, NJ 07435, and having visited the sites, examined all conditions affecting the work, and in compliance with the Instruction to Proposers, hereby proposes and agrees to furnish all labor, materials, equipment, services and appliances, to perform all operations necessary for the completion of all work in strict accordance with the Proposal Documents and agrees to assume all of the duties and liabilities of the Planting Contractor, for the total consideration of:

*(Include ALL amounts for general planting, purchasing of materials and tree maintenance, etc... for a complete final planting and maintenance as per the contract documents, including the below listed Construction Allowance)*

*Note: Where written words and numbers do not agree, written words shall prevail.*

Base Proposal \_\_\_\_\_ Dollars (\$) \_\_\_\_\_ )

*The following cost breakdown figures must be submitted for each line item. Do not combine two or more line items onto a single line item. PLEASE NOTE THAT THESE AMOUNTS ARE TO BE INCLUDED IN THE BASE PROPOSAL PRICE PROVIDED ABOVE.*

Planting Materials \_\_\_\_\_ Dollars (\$) \_\_\_\_\_ )

Planting and Mulching \_\_\_\_\_ Dollars (\$) \_\_\_\_\_ )

2 Year Maintenance \_\_\_\_\_ Dollars (\$) \_\_\_\_\_ )

**CONSTRUCTION ALTERNATES:**

*There are no Construction Alternates in this Project.*

**UNIT PRICES:**

Provide a unit price per tree for each category.

Description	Unit Price/Tree
Tree Cost	
Planting/Installation including mulching, staking and fertilization	
2 year maintenance program	

Tree Species	Total by species	Glen Meadow School	Walnut Ridge School	Lounsberry Hollow School	Vernon High School	Maple Grange Park	Dog Park
Swamp White Oak	2					2	
White Oak	32	2	2	2	4	22	
Red Oak	36	2	2	2	7	23	
American Elm	51	6	4	2		27	12
Sugar Maple	62		3	3	9	47	
Red Maple	33		2	1		22	8
Redbud	43		4	9	12	11	7
Flowering Dogwood	41	2	4	7	6	12	10
White Pine	19	1			7		11
Norway Spruce	0						
Downy Serviceberry	53			7	22	20	4
Totals	372	13	21	33	67	186	52

**TIME TO COMPLETE:**

The undersigned agrees that if awarded the aforesaid contract, the undersigned will complete all work, including absorption of necessary overtime, since time is of the essence, on or before the date listed below, or incur liquidated damages as set forth in these specifications:

General Construction: **20 months after the date on the Notice to Proceed**

**CALENDAR:**

Proposals Received and Reviewed	July 27, 2017
Reviewed and Recommended by subcommittee	August 3, 2017
Award/Notice to Proceed	August 8, 2017
Tree Selection	August 2017
Tree Approval	August-September 2017
Tree Planting	September – November 2017
Maintenance Period	November 2017- November 2019
Tree Acceptance by NJDEP	December 2019

**ACCEPTANCE OF PROPOSAL:**

- a. In submitting this Proposal, it is understood that the Company agrees that he will not withdraw his Proposal for a period of sixty (60) days after the date set for the opening thereof, and he further agrees that the unrestricted right is reserved by the Owner to reject any and all Proposals. Withdrawal of the Proposal within the sixty (60) day period will result in forfeiture of the bond.
- b. The undersigned agrees to start work immediately after acceptance of Proposal, and will within ten (10) days after such acceptance; execute and deliver a Contract with a Performance Bond in the full amount of the contract and all other required submissions in accordance with the terms and conditions of the Instructions to Proposers.
- c. The undersigned agrees to assume all applicable increases in labor rates, and in material and equipment prices that may develop during the life of this contract.

The undersigned Employer's Identification Number used when filing Employer's Quarterly Federal Tax Returns is: EIN \_\_\_\_\_.

**-- END OF SECTION --**

**PROPOSAL INFORMATION SHEET**

Date \_\_\_\_\_

Legal or Corporate Name of Company/Contractor \_\_\_\_\_

Incorporated: Yes ( ) No ( ): In what state? \_\_\_\_\_

Business Address \_\_\_\_\_

P.O. Box Number \_\_\_\_\_

Telephone Number \_\_\_\_\_

Facsimile Number \_\_\_\_\_

Officers (if a corporation):

President \_\_\_\_\_ Vice President \_\_\_\_\_

Treasurer \_\_\_\_\_ Secretary \_\_\_\_\_

Proprietor(s) (if a partnership, or an individual doing business under a trade name) State percentage owned:

\_\_\_\_\_ %

\_\_\_\_\_ %

\_\_\_\_\_ %

Specialty \_\_\_\_\_ Years at \_\_\_\_\_

Work Experience: (Similar Sized Projects Must be Provided.)

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

Bank Reference: \_\_\_\_\_

Proposed Surety: \_\_\_\_\_

Working Capital Available for this Project: \$ \_\_\_\_\_

Portion of Work Handled Directly by the Contractor: \_\_\_\_\_

Value of Equipment Owned: \_\_\_\_\_

Subcontractors (Tentative):

<u>Branch</u>	<u>Name</u>	<u>Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signed: \_\_\_\_\_  
(Person Completing This Report)

-- END OF SECTION --

**PROPOSAL AND CONTRACT DOCUMENTS**  
**ADDITIONAL INSTRUCTIONS TO PROPOSERS**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. All work included under this Section is subject to the Proposal Documents, Contract Forms, General and Supplementary General Conditions and Contract Drawings, all of which form a part of this Section.

**1.02 TIME OF THE ESSENCE:**

- A. Owner and Planting Contractor (hereinafter "Contractor") recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss if the Work is not completed by **November 15, 2017**, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Owner Two Hundred Fifty Dollars (\$250.00) for each day that expires after 20 months after the date on the Notice to Proceed until the Work is substantially complete.

**1.03 CONTRACTOR'S ACCEPTANCE OF COMPLETION TIME & SCHEDULING:**

- A. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time allotted for construction and the scheduling for the completion of the contract are reasonable, taking into consideration the conditions prevailing in the locality of the site, the type and scope of construction planned, and the current conditions in the construction industry and the national economy.

**1.04 EXTENSIONS OF TIME:**

- A. Should the Contractor be delayed in the execution or completion of the Work by action, neglect or default of the Owner or the Forester, or of any other contractor employed by the Owner for the Work, or by any damage caused by fire or any other reason for which the Contractor is not responsible, including, but not restricted to acts of God, fires or floods, then the time fixed in the Contract for the completion of the Work shall be extended for a period equivalent to the time lost. The extended period shall be fairly determined and fixed, after due consultation with both Contractor and Owner, by the Forester; but no such allowance shall be made unless a claim is presented in writing to the Owner via the Forester within seven (7) calendar days after the cause of the said delay.

**-- END OF SECTION --**



**RFP AND CONTRACT DOCUMENTS**  
**PROJECT FORMS**

The below noted AIA forms or their equivalent will be used during this project.

**CHANGE ORDER**

AIA Document G701, Latest Edition, Change Order, is the form to be used.

**APPLICATION AND CERTIFICATE FOR PAYMENT**

AIA Documents G702 & G703, Application and Certificate for Payment/Continuation Sheet), Latest Edition, is the form to be used.

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

AIA Document G704, Certificate of Substantial Completion, Latest Edition is the form to be used.

**CERTIFICATE OF ISSUANCE**

AIA Document G705, Certificate of Insurance, Latest Edition, is the form required.

**CONTRACTOR AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS**

AIA Document G706, Contractors Affidavit of Payment of Debts and Claims, Latest Edition, is the form required.

**CONTRACTORS AFFIDAVIT OF RELEASE OF LIENS**

AIA Document G706A, Contractors Affidavit of Release of Liens, Latest Edition, is the form required.

**CONSENT OF SURETY COMPANY TO FINAL PAYMENT**

AIA Document G707, Consent of Surety Company to Final Payment, Latest Edition, is the form required.

**-- END OF SECTION --**

**GENERAL REQUIREMENTS**  
**MISCELLANEOUS SUPPLEMENTARY GENERAL CONDITIONS**

**PART 1 - GENERAL**

**1.01 INSURANCES**

- A. Coordinate all required insurance coverages directly with the Owner. Contractor to obtain and maintain required insurance coverages for the duration specified by the Owner. Provide necessary proof of insurance coverages to Owner prior to the start of work.
- B. The successful Contractor shall furnish, prior to the contract signing, a Certificate of Insurance showing coverage's for bodily injury of at least \$500,000/\$1,000,000 and property damage of at least \$250,000 as well as automobile liability insurance coverage in the above-referenced amounts and worker's compensation insurance coverage in the statutory amounts. The Certificate of Insurance must clearly indicate that the Vernon Township is an additional insured on all liability policies and shall contain a ninety (90) day notice of cancellation to the Owner.

**1.02 SPECIFICATIONS AND PLANS EXPLANATION**

- A. Titles to sections paragraphs, etc., in these Specifications are introduced merely for convenience and shall not be taken as a correct or complete segregation of the several units of material and labor. No responsibility either direct or implied, is assumed by the Forester for omissions or duplications by the Contractor or his subcontractors, due to real or alleged errors in arrangement of matter in these Specifications. Where trade union jurisdictional regulations or trade union rules regulating installation of materials conflict with the Drawings and/or Specifications, such rules and regulations shall apply at no additional cost to the Owner.
- B. The Contractor shall provide all items, articles, materials, operations or methods listed, mentioned or scheduled either on the Drawings or specified herein, or both, including all labor, materials, equipment and incidentals necessary and required for their completion.
- C. The Contractor shall supervise and direct the work efficiently and with his best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences and procedures of the Project. The Contractor shall be responsible to see that the finished work complies accurately with the Contract Documents.
- D. All references to standard specifications or manufacturer's installation directions shall mean the latest edition thereof.
- E. Where a typical or representative detail is shown on the Plans, this detail shall constitute the standard in workmanship and materials throughout corresponding parts of the building and where necessary, the Contractor shall be required to adapt such detail for use in said corresponding parts of the planting project, said adaptations, however, shall be subject to the approval of the Forester.
- F. Owner will furnish the Contractor with three (3) complete sets of Drawings and Specifications on paper for his use and two (2) signed and sealed complete sets of Drawings on paper for permits submission to the municipality. Any additional copies of Plans and/or Specifications desired by the Contractor will be furnished at the cost of reproducing and handling same as determined by the Forester.

- G. Examination and Checking of Drawings: Field verification of dimensions on Drawings is specifically directed and required of the Contractor as a matter of course, because locations, distances and elevations will be governed by actual field conditions. Contractors shall review plans, and details of construction on the Drawings, and adjust his work to conform to all conditions indicated thereon or reasonably inferable therefrom.
- H. If, in Contractor's opinion, any work is indicated on the Drawings or specified in such a manner as will make it impossible to produce such in conformance with the contract, he shall refer same to Forester for interpretation prior to request for proposal submitted.
- I. If additional and supplementary instructions are necessary, Forester or respective Engineers will prepare and issue same in an appropriate form to the Contractor. Costs related to this additional work, if any, shall be borne by the Contractor.
- J. Miscellaneous Definitions:
1. General explanation: A substantial amount of specification language constitutes definitions for terms found in other contract documents, including drawings which must be recognized as diagrammatic in nature and not completely descriptive of requirements indicated thereon. Certain terms used in contract documents are defined generally in this article. Definitions and explanations of this section are not necessarily either complete or exclusive, but are general for the work to extent not stated more explicitly in another provision of contract documents.
  2. Indicated: The term "indicated" is a cross-reference to graphics, notes or schedules on drawings, to other paragraphs or schedules on drawings, to other paragraphs or schedules in the specifications, and to similar means of recording requirements in contract documents. Where terms such as "shown," "noted," "schedules," are used in lieu of "indicated," it is for purpose of helping reader locate cross-reference, and no limitation of location is intended except as specifically noted.
  3. Directed, Requested, Etc.: Where not otherwise explained, terms such as "directed," "requested," "authorized," "selected," "approved," "required," "accepted," and "permitted" mean "directed by Forester," "requested by Forester," etc. However, such implied meaning will be interpreted to extend Forester's responsibility into contractor's area of construction supervision.
  4. Approved: Where used in conjunction with Forester's response to submittals, requests, applications, inquiries, reports and claims by contractor, the meaning of term "approved" will be held to limitations of Forester's responsibilities and duties as specified in General and Supplementary Conditions. In no case will "approval" by Forester be interpreted as a release of contractor from responsibilities to fulfill requirements of contract documents.
  5. "Equivalent," "Equal," or "Approved Equal" where used, shall mean being the same in value, measure, force, effect, or significance, and corresponding in position and effect as accepted by the Forester. When a product, brand or manufacturer is specified by name and "equal" or "approved equal" written thereafter, the product, brand, or manufacturer mentioned by name shall be the one on which the base proposal is to be offered. The Contractor is free to submit proposals for alternative product, brand, or manufacturer up to seven (7) calendar days prior to the proposal date for consideration by the Forester. Any submission for a substitution after the submission of request for proposals shall be accompanied with an amount to be "credited" to the Proposal or

contract price. The Forester reserves the right to accept or reject any and all such proposals or requests for substitutions. (See Section 01300-1.03, Materials and Equipment)

6. "Provide," "Furnish," etc.: The use of the words "provide" or "provided" is intended to mean "furnish(ed) and plant(ed)" including all connections. All materials, equipment, and apparatus indicated in noted, abbreviated, or scheduled format in Construction Documents shall be furnished, installed, and connected under the contract. Use of the notation "N.I.C." means and intends that the procurement and installation of the designated items is "not in the contract."
7. Singular Number: Gender
  - a. General: Unless the context otherwise connotes, as used in the contract, words of one gender include the other genders; the singular includes the plural; the plural includes the singular.
  - b. Materials, Devices, or Parts of Equipment: Where referred to in the singular number, such reference shall be deemed to apply to as many such items as are required to complete the work.
8. Guarantee: Except as otherwise specified, guarantee all work against defects resulting from use of inferior materials or equipment or workmanship for two year until final acceptance of the planting, and guarantee to replace, repair or change such materials, equipment or workmanship found to be deficient including making good all damage to property caused by such work or by correcting it. The Contractor must meet as determined by the State of New Jersey the 95% establishment level for 2" caliper trees planted, 90% survival for whips and 80% survival for seedlings. Any trees that do not meet this requirement will be replaced by the Contractor at their cost.

The contractor shall not have to warrant trees damaged due to the following conditions:

  - a. Fire and conflagration.
  - b. Vandalism.
  - c. Deliberate clearing or cutting.
9. Completeness of Contract: All items not specifically mentioned in Specifications or noted on Drawings but which are obviously necessary and inferable to make a complete installation shall be included in Project Work. If not clear to Perspective Proposers, make written inquiry to Forester not less than ten (10) days prior to receipt of sealed proposals.
10. Install: Except as otherwise defined in greater detail, term "install" is used to describe operations at project site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations, as applicable in each instance.
11. Provide: Except as otherwise defined in greater detail, term "provide" means furnish and install, complete and ready for intended use, as applicable in each instance.
12. Installer: The entity (person or firm) engaged by contractor or its subcontractor or subcontractor for performance of a particular unit of work at project site, including planting, mulching, staking and plant maintenance. It is a general requirement that such entities (installers) be expert in operations they are engaged to perform.

13. "Agreement" or "Contract": Shall be used interchangeably and shall refer to the "Agreement between the Owner and Contractor."

### 1.03 NEW MATERIALS AND EQUIPMENT

- A. The Contractor warrants to Owner that all materials and equipment furnished under this contract are new, and that workmanship, materials and equipment shall be of quality specified by contract.
- B. STANDARDS:
1. The standards referred to, except as modified in the Specifications, shall have full force and effect through printed herein. These standards are not furnished to the RFP, for the reason that the Proposers are reasonably assumed either to be familiar with the requirements, or will secure copies of the referenced standards prior to sealed proposal.
  2. For any product, material or equipment specified by reference to standards, Contractor shall furnish satisfactory evidence of compliance with the particular standard specifications.
- C. SPECIFICATION BY BRAND NAME: Where materials, equipment, and other products are specified by manufacturer, brand name, type or catalog number, such designation is to establish standards of desired quality, performance, style, and manufacturer's guarantees and installation standards, and such shall be the basis of the Proposal. Materials, products, equipment and other products so specified shall be furnished under the Contract, unless a proposed material substitution is found to be one of equal quality, performance, style and manufacturers guarantees and installation standards, and the specific change is so approved in writing by the Environmental Commission/Forester. Where two or more manufacturers are listed, choice shall be the option of the Contractor.
- D. SPECIFICATION BY PERFORMANCE: Where products, materials, equipment, or other building components are specified by performance specifications and design standards, such performance specifications and design standards have been established by Contract Documents so as to represent the minimum acceptable standards and specifications, by the Forester. Contractor is to submit to the Environmental Commission/Forester the name of manufacturer and product data selected to meet the performance specifications, prior to ordering same.
- E. MATERIAL SUBSTITUTION:
1. It is the intent of these Contract Documents to establish standards of quality and performance, standards of style of quality and performance, style of materials and equipment, and standards of manufacturer's guarantees and guarantees and installation requirements for products to be installed in this project. Before receipt of RFP, Proposers may submit a request to the Owner to use material, equipment or products other than those specified, provided that the proposed substitute materials, equipment, or products and their specifications are in no way inferior in quality and style to those specified. It shall be the burden and obligation of the Proposer to demonstrate the lack of substantial differences in quality and style between the proposed substitute items and those specified. The Proposer shall submit comparative data showing that proposed substitutions are not different from the specified types. Sending only proposed product general information is not adequate for review and will be rejected.

2. Where such substitutions alter the design or space requirements indicated in the Contract Documents, the Proposer shall include, absorb, and list all items of cost for the revised design and construction including cost of all allied trades involved (including costs of consultation of the Forester).
3. Acceptance or rejection of the proposed substitutions shall rest with the Environmental Commission/Forester. If requested, the Proposer shall submit for inspection samples of both the specified and proposed substitute items (complete systems). There shall be no extra costs resulting from a substitution proposed by a Proposer to the Owner, or the Forester.
4. Proposers' requests for consideration of proposed substitutes shall be made seven (7) calendar days prior to receipt of proposals to permit both review by the Forester and/or Environmental Commission Representative.
5. Any substitutions proposed to the Forester and/or Environmental Commission Representative after the signing of the Contract shall be accompanied by a statement of the amount to be credited to the Proposal or Contract Price, if accepted. The Forester and/or Owner reserves the right to accept or reject any and all such requests or proposed substitutions.

#### 1.04 PRE-PLANTING MEETING REQUIREMENTS

- A. The Contractor and all his related trades to meet with Forester and/or Mayor or Designee on-site to discuss the requirements of the project. Contractor to provide Owner and Forester a copy of the proposed Planting Schedule – with sequencing, critical dates, and milestones clearly defined. Contractor is to provide Owner and Forester a copy of the Initial Schedule of Values in AIA format.

#### 1.05 SCHEDULE OF VALUES

- A. Prepare schedule of values in coordination with preparation of progress schedule. Correlate line items with other administrative schedules and forms required for the work, including progress schedule, payment request form, listing of subcontractors, listing of products and principal suppliers and fabricators, and schedule of submittals. Provide breakdown of contract sum in sufficient detail to facilitate continued evaluation of payment requests and progress reports. Break down principal subcontract amounts into several line items. It shall be noted that in every case in which a contract is awarded for a single overall contract, all payments required to be made under such contract for work, goods and services supplied by a subcontractor shall, upon the certification of the contractor of the amount due to the subcontractor, be paid directly to the subcontractor." Round off to the nearest whole dollar, but with total equal to contract sum.

#### 1.06 PLANTING DRAWINGS

- A. Any alteration to planting from the planting drawings shall be submitted in quadruplicate to the Forester and/or Environmental Commission Representative for approval, unless required otherwise, for any portions of the work requiring prior approval and for all fabricated items before procurement, fabrication, installation or delivery. Shop drawings shall show materials, sizes, thickness, finish, and assembly. See specific sections of these specifications for additional requirements of shop drawings. Forester/Project Manager will confer with the Environmental Commission Tree Planting Subcommittee prior to planting drawing review of special items.

- B. After reviewing and/or marking-up planting drawing materials, the Forester and/or Environmental Commission Representative shall return two (2) copies to the Contractor, provide one (1) copy to the Forester, and shall keep one (1) copy for the Owner's records.
- C. Product submittal information may be sent to the Environmental Commission/Forester via email as PDF files. Those files MUST be clearly labeled as to which products are being selected for approvals. Also, they MUST be marked in conformance with item B above. Planting material will be inspected by the Project Manager prior to being planted.

#### 1.07 MATERIALS AND EQUIPMENT STAGING

- A. Coordinate the acceptable locations of all materials and planting equipment with the Environmental Commission/Forester/Landowner – this shall include the duration that these items will be in place.

#### 1.08 EXISTING CONDITIONS

- A. The Contractor is responsible for verifying all existing conditions and measurements. Report any discrepancies to the Environmental Commission/Forester prior to proceeding with the work.

#### 1.09 SITE SAFETY

- A. The Contractor is solely responsible for establishing and maintaining site safety with procedures and apparatus. The Project Manager, Environmental Commission/Forester, and the Owner are in no way responsible for planting site safety. The Contractor is to provide an approved OSHA safety manual at the site.
- B. The Contractor understands and agrees that the Contractor shall be responsible for any and all damages that may or shall happen to personal property, life, limb, either through the act, fault, or neglect of the Subcontractors or of their workmen, or any Sub-subcontractors or the workmen of any Sub-subcontractor and shall save the Forester and the Owner free from any suit at law for such damages.
- C. Erect and maintain temporary fence, suitable barriers, and lights where necessary to protect persons and property. The Contractor shall be responsible for and save the Project Manager/Forester/Environmental Commission and Owner safe and "Harmless" from any claim arising from any accident resulting from his failure to provide and maintain such fences, barriers, and lights.

#### 1.10 STAKING AND BRACING

- A. The Contractor shall utilize three (3) stakes per tree as well as a non-abrasive material that will not damage the trunk of the tree. The tree trunk shall also be protected from deer rub to prevent long term damage to the tree.
- B. Each subcontractor shall be responsible for all damage that is caused by his work or workmen to the work of others. Replacing of the damaged work shall be done by the Contractor who originally installed the work as directed by the Environmental Commission/Forester, but the cost of same shall be paid by the Contractor responsible for the damage.

#### 1.11 EXISTING SERVICES

- A. Locations of existing utility services must be verified by each subcontractor involved. These lines in general have not been shown, and the Subcontractor is responsible to coordinate with the respective trades and with the Contractor.

#### 1.12 TAXES

- A. The Contractor shall accept exclusive liability and hold the Owner and Project Manager/Forester/Environmental Commission harmless for payments of social security taxes, unemployment insurance contributions, or other taxes measured by wages of employees attributable to or performing the work herein mentioned or described, and shall be responsible for the payments of all sales, excise and gross receipts taxes.

#### 1.13 GUARANTEE - WARRANTY

- A. Neither the final certificate of payments, any provision in the Contract Documents, or partial or entire use or occupancy on the premises by the Owner shall constitute an acceptance of work not done in accordance with Contract Documents or relieve the Contractor of Liability in respect to any express warranties or responsibility for faulty materials or workmanship.
- B. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting there from which shall appear within a period of two (2) years from the date of the planting. The Owner will give notice of observed defects with reasonable promptness.
- C. All guarantees shall become valid and operative as of the date of Forester's final "Certificate of Payment." This Guaranty-Warranty shall be written on Contractor's letterhead and shall be signed by an authorized officer and notarized.

#### 1.14 SECURITY AND PROTECTION

##### A. TEMPORARY CONSTRUCTION FACILITIES

- 1. Provide all equipment necessary to complete the work shown in the contract documents while not disturbing the rest of the contract documents. The scope of work area will be unoccupied during the demolition and construction.

##### B. SECURITY/PROTECTION PROVISIONS

- 1. The job site area is to be closed off from access at the end of each work day. Take all provisions required to minimize property losses, personal injuries and claims for damages at the work area.
- 2. Environmental Protection Procedures: Provide facilities, establish procedures, and conduct construction activities in a manner which will ensure compliance with regulations controlling construction activities at project site. Designate one person, the Construction Superintendent or other, to enforce strict discipline on activities related to generation of wastes, pollutants, generation of noise, and similar harmful or deleterious effects which might violate regulations or reasonably irritate persons at or in vicinity of the work area.

##### C. SUPPORT FACILITIES

- 1. Meeting Facilities: Project meetings will be conducted on site in the work areas or in the municipal building, as applicable.



2. Sanitary Facilities: The contractor may use the bathrooms inside the building. The contractor is responsible for maintaining the cleanliness the bathrooms during the duration of the construction.

D. DAILY CLEAN-UP

1. All debris and dirt on driveways, roads, streets, parking areas, etc., caused by the work of any Contractor shall be thoroughly swept and cleaned at the end of each day's work by the Contractor for General Construction Work and left in a clean and acceptable condition. Rubbish, cartons, etc., will not be permitted to accumulate on the premises and must be removed at once or as directed.
2. The Contractor shall be responsible for removing all debris on a daily basis. The Contractor shall be responsible for applicable fire safety, use of conveyors, chutes, temporary hoists, elevators, truck loadings, disposal, etc., in connection with the handling and removal of the debris.
  - a. The Contractor shall not burn any debris.
  - b. The Contractor shall pay all costs relating to the loading, hauling, and dumping of all debris to be removed from the site and its legal disposal.

1.15 DAMAGES

- A. Any damage to the sites as a result of the demolition, material and equipment staging, or any other work related to this contract is to be corrected by the Contractor, at the Contractor's sole expense, to the satisfaction of the Environmental Commission/Forester.

1.16 APPLICATIONS FOR PAYMENT

- A. Draft copies of the payment application are to be emailed to the Project Manager and initially approved by the Environmental Commission and will be used during an on-site review of the work progress. Date of the payment application must reflect work in place at time the application is submitted for review. Do not "post-date" applications for payment. Payment will be dispersed upon payment from the State.
- B. Once the draft copy has been reviewed and approved, submit three (3) executed copies of each payment application, with completed waivers of lien, certified payrolls, and similar attachments. Transmit each copy with a transmittal form listing those attachments, and recording appropriate information related to application in a manner acceptable to Forester. Transmit to Forester by means ensuring receipt within 24 hours. Only original notarized copies shall be processed.
- C. List each Change Order as a separate line item on each payment request.
- D. The retainage for completed work and stored materials shall be 10%.

1.17 CHANGE ORDERS

- A. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their priority can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and subcontracts. Where major cost items are subcontracts, they shall be itemized also. In no case will a change be approved without such itemization.
- B. Once the actual costs for the Allowance items in this project are known, a separate Change Order is to be issued to reflect the difference between the actual costs and the Allowance. That add or deduct Change Order is to include all costs associated with the Allowance items, and a full breakdown of those costs is to be provided.

#### 1.18 INSPECTION PROCEDURES

- A. On receipt of a request for inspection, the Forester and Mayor or Designee will proceed or advise the Contractor of unfilled requirements. The Forester will prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued by providing an official punch list of items to be addressed.
- B. The Forester and Mayor or Designee will repeat inspection when requested and assured that the work has been substantially completed.
- C. Results of the completed inspection will form the basis of requirements for final acceptance. The Project Manager/ Consulting Forester will complete the inspections for interim payments. Final inspections for 95% establishment will be accomplished by the State of New Jersey.

#### 1.19 FINAL COMPLETION AND FINAL PAYMENT

- A. The administrative actions and submittals which must precede or coincide with submittal of final payment application can be summarized as follows, but not necessarily by way of limitation:
  - 1. Completion of project closeout requirements, including completion of the punch list.
  - 2. Completion of items specified for completion beyond time of planting which will include watering and 95% establishment for two years after planting.
  - 3. Full final Release of Retainage.
  - 4. Assurance, satisfactory to Owner that unsettled claims will be settled and that work not actually completed and accepted will be completed without undue delay.
  - 5. Transmittal of required project records to Owner.
  - 6. Removal of temporary facilities, services, surplus material, rubbish and similar elements.
  - 7. Consent of surety for final payment.

-- END OF SECTION --

## **GENERAL REQUIREMENTS WARRANTIES AND BONDS**

Standard Product Warranties: are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

Special Warranties: are written warranties required by or incorporated in Contract Documents, to extend time limits provided by standard warranties or to provide greater rights for the Owner. Refer to the General Conditions for terms of the Contractor's special warranty of workmanship and materials.

Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work at no cost to the Owner.

Reinstatement of Warranty: When Work covered by a warranty has failed and has been corrected, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

Replacement Cost: On determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through part of its useful service life.

Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.

Rejection of Warranties: The Owner reserves the right to reject warranties and limit selections to products with warranties not in conflict with requirements of the Contract Documents.

The Owner reserves the right to refuse to accept Work where a special warranty, or similar commitment is required, until evidence is presented that entities required to countersign commitments are willing to do so.

Submit Written Warranties: to the Environmental Commission/Forester prior to the date certified for Substantial Completion. If the Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion, submit written warranties on the Environmental Commission/Forester's request.

When a designated portion of the Work is completed and occupied or used, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Environmental Commission/Forester within fifteen days of completion of that designated portion of the Work.

When a special warranty is to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner through the Environmental Commission/Forester for approval prior to final execution.

Bind warranties and bonds in heavy-duty commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" x 11" paper.

Provide heavy paper dividers with celluloid covered tabs for each warranty. Mark the tab to identify the product or installation. Provide a types description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.

Identify each binder on the front and the spine with the typed or printed title "Warranties and Bonds, the Project Title or Name, and the Name of the Contractor".

-- END OF SECTION --

