



"Protecting Public Health and the Environment"

CONTRACT NO. B039

PASSAIC VALLEY SEWERAGE COMMISSION
600 WILSON AVENUE
NEWARK, NEW JERSEY 07105

CONTRACT AND SPECIFICATIONS

FOR

**PLANTWIDE REPLACEMENT OF PIPE, FITTINGS AND ANCILLARY PIPING SYSTEMS ON AN AS
NEEDED BASIS FOR A TWO (2) YEAR PERIOD**

APRIL 2016

TABLE OF CONTENTS

DIVISION 0 - BIDDING REQUIREMENTS

00000	BID DOCUMENT SUBMISSION CHECKLIST
00100	INVITATION TO BID AND INSTRUCTION TO BIDDERS
00300	BID FORMS – PROPOSAL
00301	BID BOND
00302	SURETY COMPANY CERTIFICATE
00303	STATEMENT OF OWNERSHIP
00304	AFFIRMATIVE ACTION COMPLIANCE
00305	BID SHEET
00306	NON-COLLUSION AFFIDAVIT
00400	SUPPLEMENTS TO BID FORMS
00401	REFERENCE QUESTIONNAIRE
00402	ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM
00403	SUBCONTRACTOR LISTING
00404	PUBLIC WORKS CONTRACTOR REGISTRATION
00500	CONTRACT AGREEMENT
00700	GENERAL CONDITIONS
00800	SUPPLEMENTAL CONDITIONS
00900	PUBLIC LAW 2005, CHAPTER 51 FORMERLY: EXECUTIVE ORDER 134

DIVISION 1 - GENERAL REQUIREMENTS

01010	SCOPE OF WORK
01011	ERRORS OR OMISSIONS OF DETAILS IN SPECIFICATIONS
01025	PAYMENT
01037	REPLACEMENTS
01038	CARE AND PROTECTION OF PROPERTY AND MATERIALS
01040	CONCURRENT WORK AND OTHER CONTRACTORS
01046	WORKING HOURS
01048	SUBCONTRACTORS / OEM OR SPECIALTY SUBCONTRACTOR SERVICES
01049	WORK DONE BY PVSC PERSONNEL
01300	SUBMITTALS
01310	SCHEDULING
01400	QUALITY CONTROL
01410	TEST REPORTS
01420	INSPECTION AND ACCEPTANCE
01421	DEFECTIVE WORK, EQUIPMENT OR MATERIALS
01422	OWNER'S RIGHT TO DO WORK AND THREE-DAY CLAUSE
01602	TOOLS, EQUIPMENT AND UTILITIES
01603	SAFETY
01604	MATERIALS HANDLING AND STORAGE
01630	DOMESTIC PRODUCTS AND MATERIALS
01710	QUALIFICATION OF CONTRACTOR
01720	TRADE PRACTICE/SUPERVISION
01730	WARRANTY AND QUALITY ASSURANCE

DIVISION 2 - SITE WORK	**
DIVISION 3 - CONCRETE	**
DIVISION 4 - MASONRY	**
DIVISION 5 - METALS	**
DIVISION 6 - WOOD AND PLASTIC	**
DIVISION 7 - THERMAL AND MOISTURE PROTECTION	**
DIVISION 8 - DOORS AND WINDOWS	**

DIVISION 9 - FINISHES	**
DIVISION 10 - SPECIALTIES	**
DIVISION 11 - EQUIPMENT	**
DIVISION 12 - FURNISHINGS	**
DIVISION 13 - SPECIAL CONSTRUCTION	**
DIVISION 14 - CONVEYING SYSTEMS	**
<u>DIVISION 15 - MECHANICAL</u>	
15000 SCOPE OF WORK	
15001 REFERENCE SPECIFICATION CODES AND STANDARDS	
15002 DIAGNOSTIC AND COST ESTIMATING PER REPORT	
15003 MATERIALS, PART AND SUPPLIES	
15004 OEM OR SPECIALITY SUBCONTRACTING SERVICES	
15005 TEMPORARY FACILITIES AND SERVICES	
15006 FIELD ACCEPTANCE TESTS, STARTUP AND TRAINING	
15007 MATERIALS AND WORKMANSHIP	
15008 QUALIFICATIONS – GENERAL	
15009 SAFETY	
15010 EQUIPMENT AND SUPPLIES	
15011 EXECUTION	
15012 CONTRACTOR'S WORK FORCE	
15013 FIELD EQUIPMENT / RENTAL EQUIPMENT / RENTAL RATES	
15014 EMERGENCY BREAKDOWN	
15015 WORK PERFORMED BY PVSC	
DIVISION 16 - ELECTRICAL	**

**** NOT PART OF THIS CONTRACT**

APPENDIX 1

**State of New Jersey Division of Purchase and Property Two-Year Chapter 51/Executive Order 117
Vendor Certification and Disclosure of Political Contributions (CH51.1 R1/21/2009)**

APPENDIX 2

Disclosure of Investment in Iran Form

APPENDIX 3

Prevailing Wages

00000 BID DOCUMENT SUBMISSION CHECKLIST

**Contract No.B039 PLANTWIDE REPLACEMENT OF PIPE, FITTINGS AND ANCILLARY PIPING
SYSTEMS ON AN AS NEEDED BASIS FOR A TWO (2) YEAR PERIOD**

	Item	Contract Section	Initial Each Item Submitted with Bid
1.	Disclosure of Investment Activities in Iran	00100	
2.	Signature	00300	
3.	Contractor's NJ Dept. of Treasury Business Registration Certificate	00300	
4.	References	00300	
5.	Bid Bond or Certified Check	00301	
6.	Surety Company Certificate	00302	
7.	Statement of Ownership	00303	
8.	Affirmative Action Compliance	00304	
9.	Bid Sheet	00305	
10.	Contract Period	00305 Item A.	
11.	Submittal of Bid	00305 Item R.	
12.	Non-Collusion Affidavit	00306	
13.	Supplement to Bid Forms	00400	
14.	Certification Questionnaire	00401	
15.	Acknowledgment of Receipt of Changes to Bid Documents	00402	
16.	Subcontractor's Listing	00403	
17.	Public Works Contractor Registration	00404	
18.	Insurance Requirements	00727	
19.	Hazardous Material (MSDS)	00826	
20.	State of New Jersey Division of Purchase and Property Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions (CH51.1 R1/21/2009)	Appendix 1	

SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements. This sheet must be submitted with the bid documents.

Name of Bidder:
(Company Name) _____

By Authorized Representative:

Signature: _____

Print Name and Title: _____

Date: _____

DIVISION 0 - BIDDING REQUIREMENTS

00100 INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

Notice is hereby given that Passaic Valley Sewerage Commission will receive sealed bids until 10:00 o'clock in the morning on _____ in their office located at 600 Wilson Avenue, Newark, New Jersey, at which time and place said bid will be publicly opened and read.

A pre-bid conference and site visit will be held at 10:00 AM on _____ at the _____. Bidders are strongly encouraged to attend. Additional site visits can be arranged, by contacting Mr. Michael G. Donne at (973) 817 5801

Work to be performed under Contract **B039** includes, but is not limited to, the furnishing of all safety, supervision, labor, materials, supplies, equipment and all other facilities required to: supply, fabricate, store, install, clean, test and/or perform miscellaneous pipe repairs to PVSC plant infrastructure on an as needed basis for a two (2) year period.

It is the intent of this contract to provide for supplementary piping repair work and related services which are provided on an as needed "Time and Material" basis for various tasks including but not limited to emergency services, unscheduled repairs and system modification tasks as instructed by the owner/engineer

Security Notice: All contractors, subcontractors, contractor employees and/or representatives entering the plant must have and must present to PVSC Security, government issued identification such as a valid Driver's License or Passport. This applies to bid openings, pre-bid conferences and all on-premises contract work.

All bids must be made upon the blank form of proposal annexed hereto. All blank spaces must be filled in, in ink, in both words and figures, with the amounts for which the proposal is made. The proposal must be signed by the bidder who shall include his business address.

Proposals shall be enclosed in opaque sealed envelopes, addressed to Passaic Valley Sewerage Commission, 600 Wilson Avenue, Newark, New Jersey 07105, with the name and address of the bidder plainly marked upon the outside thereof. (If forwarded by preferably registered mail, the sealed envelope containing the proposal, marked as directed above, must be enclosed in another envelope addressed as specified in the Proposal.) The outside envelope containing the bids must clearly identify the bid number, contract name and bid opening date. Failure to properly identify the contents may result in the bid being rejected.

It is the purpose of Passaic Valley Sewerage Commission to award the contract to the bidder who furnishes evidence satisfactory to the PVSC that he is responsible and that he has sufficient financial resources, ability, experience and plant to enable him to prosecute the work successfully, and to fulfill all requirements of the contract. As part of its evaluation of any bidder PVSC reserves the right to request, and upon such request the bidder shall supply, certified financial statements and/or other documentation to substantiate the bidder's ability to successfully prosecute the work. To the extent permissible by law, PVSC agrees to maintain confidential such documentation as the bidder may identify as "Business Confidential." In no event, however, shall PVSC be subject to any claims resulting from disclosure of any such information under law for any other reason.

Each bid must be accompanied by a certified check, or by a bid bond in an amount not less than **\$1,000 or 10% of the total bid, not to exceed \$20,000.00** enclosed in a sealed envelope, with the bid. Certified checks shall be drawn upon a National Bank or a Trust Company doing business in the State of New Jersey, and shall be payable to the order of the Passaic Valley Sewerage Commission. Bid bonds shall be prepared on the form of Bid Bond attached hereto, and shall be duly executed by the bidder as principal and having as surety thereon, sureties or a surety company shall be licensed to do business in the State Of New Jersey, and listed in the

current Federal Register, Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds", and shall be satisfactory to the Passaic Valley Sewerage Commission.

Certified checks will be returned to all except the three (3) lowest formal bidders within three (3) days after the formal opening of bids, and the remaining cash or checks will be returned to the unsuccessful bidders within three (3) days after the Commission and the accepted bidder have executed the contract, or if no contract has been so executed, within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, as long as he has not been notified of the acceptance of his bid.

All bidders on this contract are required to complete a "Statement of Ownership of all Owners of 10% or more of the Stock of the Corporation" found in the contract documents.

All bidders on this contract are required to hold or obtain a "New Jersey Business Registration Certificate" as required by N.J.S.A. 52:32-44 et seq. Information on New Jersey Business Registration Certification Program operated by the New Jersey Department of the Treasury can be found on the internet at www.nj.gov/nibgs or by phone 609-292-1730. Failure to submit proof of registration, prior to award of contract, requires mandatory rejection of bid as a non-waivable defect.

All bidders and their subcontractors on this contract are required to hold or obtain a "Public Works Contractor Registration" as defined in section 2 of P.L. 1963, c. 150 (C.34:11-56.26) amended 2003, c.91., s.2., and listed subcontractors are registered pursuant to P.L. 1999, c.238 (C.34:11-56.48 et seq.) at the time the bid is made.

The Bidder shall submit a copy of the Certificate of Registration issued by the Commissioner of Labor with the Bid.

Each contractor shall, after the bid is made, prior to the awarding of the contract, submit to the public entity the certificates of registration for all subcontractors listed in the bid proposal. Applications for registration shall not be accepted as a substitute for a certificate of registration for the purposes of this section, as required by L. 1999, c238; amended 2003, c.91, s.4.

If awarded a contract your company/firm shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and proof of business registration of each subcontractor or supplier used in the fulfillment of the contract or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3) et seq.] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this state, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of PL 2009, c. 315 (C.52:32-44 et al.) or subsection e. of section 92 of PL 1977, c 110 (c.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Information on New Jersey Business Registration Certification Program operated by the New Jersey Department of the Treasury can be found on the internet at www.nj.gov/nibgs or by phone 609-292-1730.

All bidders on this contract are required to be eligible for contract award under the terms and conditions of Division 0, Section 00900 – Public Law 2005, Chapter 51, formerly Executive Order 134, as described in the subsequent bid documents.

The bidder to whom a contract is awarded will be required to provide the necessary documents as required by Public Law 1975, Chapter 127, Affirmative Action Compliance.

The bidder to whom a contract is awarded will be required to execute the contract within ten (10) business days (not including Saturday, Sunday or holidays) from the date of the mailing of a notice from Passaic Valley Sewerage Commission to the bidder, according to the address given him, that the contract is ready for signature; and in case of his failure or neglect so to do, Passaic Valley Sewerage Commission may, at their option, determine that the bidder has abandoned the contract; and thereupon the proposal and acceptance shall be null and void, the bid security accompanying the proposal shall be forfeited to the Passaic Valley Sewerage Commission, and the bidder shall additionally be liable for all damages to the Commission occasioned by such default.

Bid Security will be held in lieu of a Performance Bond for the duration of the contract, at which time it will be returned to the Contractor.

The bidder must file simultaneously with his bid a sworn statement, giving evidence of availability of required facilities and equipment as called for to carry out the terms of the contract and proof that such facilities will be in the possession of the contractor at the time of contract commencement.

The successful bidder shall be solely responsible for the safety of its employees, subcontractors, suppliers and representatives, including but not limited to the development and implementation of effective safety practices and programs in accordance with Federal, State and Local requirements, including the requirements of PVSC's Construction Safety & Health Manual for Contractors:

<http://www.nj.gov/pvsc/home/forms/pdf/ConstructionSafetyHealthManualforContractors08272012.pdf>

Prior to commencing any work at the site the Successful Bidder shall designate in writing to PVSC the name of the person who is their on-site safety officer. The successful bidder shall provide a competent safety officer that must be on the project site at all times. The competent safety officer must hold (or furnish suitable proof of course completion and application for), at a minimum, a valid 10 Hour OSHA Construction card prior to the performance of any work under the contract. The successful bidder shall also furnish personnel meeting the requirements of "competent person" as defined by OSHA for all applicable aspects of the work. Submission of a bid on this project shall constitute a representation by the bidder that it has obtained, reviewed and will comply with the requirements of the Construction Safety & Health Manual, referenced above, as well as all other Federal, State and Local safety requirements,

Passaic Valley Sewerage Commission reserves the right to reject any and all bids, or to accept any bid should they deem it to be in their interest to do so, pursuant to the Local Public Contracts Law (LPCL). Passaic Valley Sewerage Commission also reserves the right to waive any informality in any bid should they deem it to be in their interest to do so pursuant to N.J.S.A. 58:14 et seq.

In accordance with N.J.S.A. 52:32-58 et seq., Bidder shall certify and submit with their bid as set forth therein on a form of Certification promulgated by State of New Jersey Division of Purchase and Property entitled "Disclosure of Investment Activities in Iran". The form of Certification and accompanying list dated January 28, 2013 can be found at:

http://www.state.nj.us/treasury/purchase/forms/DPA_Form_Packet.pdf (page 6 of 17) and

<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>, respectively. **It is the responsibility of Bidder to insure that the most up to date list issued by the Division of Purchase and Property is attached to the Certification submitted with this Bid.**

Questions and request for proposals shall be directed to the Passaic Valley Sewerage Commission Purchasing Department, telephone number (973) 466-2723.

**Passaic Valley Sewerage Commission
Office of the Passaic Valley Sewerage Commission
600 Wilson Avenue, Newark, N. J. 07105**

Contract No. B039

Clerk

Date: _____

**PASSAIC VALLEY SEWERAGE COMMISSION
PROPOSAL TO****PLANTWIDE REPLACEMENT OF PIPE, FITTINGS AND ANCILLARY PIPING SYSTEMS ON AN AS
NEEDED BASIS FOR A TWO (2) YEAR PERIOD**To: PASSAIC VALLEY SEWERAGE COMMISSION

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principles are named under the bid signatures, that the proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the annexed proposed form of contract and bond and the drawings therein referred to; and that he proposes and agrees, if this proposal is accepted, to contract with the Passaic Valley Sewerage Commission, in the form of the copy of the Contract deposited in the office of the Passaic Valley Sewerage Commission, to perform all the work described in the contract specifications in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following sums, exclusive of all taxes, to wit:

If this proposal shall be accepted by the Passaic Valley Sewerage Commission, and the undersigned shall fail to contract as aforesaid, within ten (10) days (not including Sunday) from the date of the mailing of a notice from the Passaic Valley Sewerage Commission to him, according to the address herewith given, that the contract is ready for signature, then the Passaic Valley Sewerage Commission may at their option determine that the bidder has abandoned the contract and thereupon the proposal and acceptance shall be null and void, and the Bid Bond or certified check and the proceeds thereof for **\$1,000 or 10% of the total bid, not to exceed \$20,000.00** dollars accompanying this proposal shall become the property of the Passaic Valley Sewerage Commission and additionally the bidder shall be liable to said Commission for any and all damages accruing to said Commission by reason of said default; otherwise the accompanying Bid Bond or certified check shall be returned to the undersigned.

Signature of bidder with residence and business address.

Dated: _____

The names and residences of all persons and parties interested in the foregoing bid, as principals, are as follows:

In case of a corporation, give names of President, Treasurer and Manager.

Bidder's New Jersey Business Registration Certificate Number:

(Also Provided Copy of Certificate)

The bidder is requested to state below what work of a character similar to that included in the proposed contract he has done, and give references that will enable the Passaic Valley Sewerage Commission to judge his experience, skill and business standing.

This requirement will be fulfilled by completion of the "**Reference Questionnaire**" included in Section 00401 – Supplement to Bid Forms.

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, _____
as Principal; and _____ Surety, are hereby held and firmly
bound unto the Passaic Valley Sewerage Commission in the penal sum of **\$1,000 or 10% of the total
bid, not to exceed \$20,000.00** for the payment of which, well and truly to be made, we hereby jointly and
severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 20____.

The condition of the above obligation is such that whereas the Principal has submitted to the Passaic
Valley Sewerage Commission a certain Bid, attached hereto, and hereby made a part hereof, to enter into
a contract in writing, to:

**PLANTWIDE REPLACEMENT OF PIPE, FITTINGS AND ANCILLARY PIPING SYSTEMS ON AN AS
NEEDED BASIS FOR A TWO (2) YEAR PERIOD**

NOW THEREFORE,

- A. If said Bid shall be rejected, or, in the alternate,
- B. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form of
Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond
for his faithful performance of said Contract, and shall in all other respects perform the agreement
created by the acceptance of said Bid.

Then, this obligation shall be void, otherwise the same shall remain in force, and effect; it being
expressly understood and agreed that the liability of the Surety for any and all claims hereunder
shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its
bond shall be in no way impaired or affected by any extension of time within which the Principal may
accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have set their hands and seals, and such of them
as are corporations having caused their corporate seals to be hereto affixed and these presents to be
signed by their proper officers, the day and year first set forth above.

Principal: _____
Print Name

Surety: _____
Print Name

By: _____
Authorized Signature

By: _____
Authorized Signature

Print Name

Print Name

Title: _____

Title: _____

Seal: _____

Seal: _____

00302 **SURETY COMPANY CERTIFICATE**

(To Accompany Proposal)

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the _____

(Name of Surety Company)

corporation organized and existing under the laws of the State of _____ and licensed to do business in the State of New Jersey, certifies and agrees, that if Contract No. B036 is awarded to _____

(Name of Bidder)

undersigned corporation will execute the Bond or Bonds as required by the Contract Documents and will become surety in the full amount of the Contract price for the faithful performance of the contract and for payment of all persons supplying labor or furnishing materials in connection thencewith.

(Surety)

(To be accompanied by the usual proof of authority of officers of surety company to execute the same.)

00303 STATEMENT OF OWNERSHIP OF ALL OWNERS OF 10% OR MORE OF THE STOCK OF THE CORPORATION

Under the provisions of the State Law (N.J.S.A. 52:25-24.2 et seq., Chapter 33 of the Laws of 1977), a bidder must file a statement of ownership prior to or with the bid. The statement must contain the names and addresses of all owners of ten percent (10%) or more of the stock of whatever class of the corporation, or the names of individual partners in the partnership, who own ten percent (10%) or greater interest in the partnership, as the case may be.

IN ORDER FOR YOUR BID TO BE CONSIDERED, you must list below the names and addresses of those meeting the criteria of the law:

1. PARTNERS WITH TEN PERCENT (10%) OR GREATER INTEREST:

<u>Name</u>	<u>Address</u>
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2. Owners of ten percent (10%) or more of the stock of the corporation, including stock of all classes. IF NONE, SO INDICATE. DO NOT LEAVE THIS SPACE BLANK:

<u>Name</u>	<u>Address</u>
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3. If under Item #2, the name of a partnership or corporation is listed, list below the names of individual partners and/or stockholders of whatever class who own a ten percent (10%) or greater interest in the partnership or corporation listed under Item #2: IF NONE, SO INDICATE. DO NOT LEAVE THIS SPACE BLANK.

<u>Name</u>	<u>Address</u>
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Signature: _____
(Person who Signs Bid Proposal)

Note: Your attention is directed to the fact that failure to complete the statement of ownership form is a non-waiveable deficiency and the Commission, in the event of non-compliance, are required as a matter of law to reject your bid. All of the information requested is strictly required. Each question must be answered either by providing the requested information or if the answer to the question is "NONE" that must be written in.

If required, attach additional sheets to list all names.

00304 AFFIRMATIVE ACTION COMPLIANCE

IF AWARDED A CONTRACT, YOUR COMPANY/FIRM WILL BE REQUIRED TO PROVIDE THE FOLLOWING INFORMATION TO THE COMMISSION PRIOR TO THE ACTUAL AWARD OF THE CONTRACT AND EXECUTION THEREOF:

Pursuant to Public Law 1975, C. 127 (NJAC 17:27), Affirmative Action Compliance is required by contractors bidding on contracts let by Public Agencies (see Section 00737). Prior to the award and execution of the contract, the low bidder must furnish the Passaic Valley Sewerage Commission with the following documentation:

The Public Agency may require the construction contractor that is to be awarded the contract to submit their **Initial Project Workforce Report** (copy marked Public Agency) at the time the signed contract is returned to the Agency.

Note: The Initial Project Workforce Report (A.A. 201) must be submitted by the **third day after the signing of the construction contract.**

If the construction contractor does not submit the Initial Project Manning Report (A.A. 201) within the required time period, the Public Agency may extend the time period to the fourteenth calendar day.

If by the fourteenth calendar day the contractor does not submit the Affirmative Action document, the Public Agency must declare the contractor as being non-responsive and may award the contract to the second lowest responsible bidder.

00305 **BID SHEET (Including Terms and Conditions Applicable to the Proposal)**

Contract No. B039

**PLANTWIDE REPLACEMENT OF PIPE, FITTINGS AND ANCILLARY PIPING SYSTEMS ON AN AS
NEEDED BASIS FOR A TWO (2) YEAR PERIOD**

Name of Contractor: _____

Business Name: _____

Mailing Address: _____
(Mailing Address must include Street Address)

Telephone No. _____ Fax No. _____

Contact Person: _____

- A.** The contractor shall provide, safety, supervision, labor, equipment, materials and supplies necessary to supply, fabricate, store, install, clean, test and/or perform miscellaneous pipe repairs to PVSC plant infrastructure on an as needed basis for a two (2) year period.

It is the intent of this contract to provide for supplementary piping repair work and related services which are provided on an as needed "Time and Material" basis for various tasks including but not limited to emergency services, unscheduled repairs and system modification tasks as instructed by the owner/engineer

All work shall be performed on a time and material (T&M) basis. Labor cost shall be in accordance with the Contractor's labor rates provided in the T&M Schedule (Section 00400) which shall be submitted with the bid and will become part of this contract.

The work required under this contract is indeterminate; consequently there is no fixed contract amount. When a specific task is required, a "not to exceed" price and a time frame will be established.

Costs for supervision and labor shall include all cost factors, such as wages, benefits, travel time, fuel, insurance, overhead and profit, general and administrative (G&A) and all other additional expenses. **Billing time for all services performed is to begin at the start of work at PVSC and end at the time leaving PVSC.** The minimum billable time for a call in will be four (4) hours. Wage Rates shall comply with the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.)

The contractor hourly rate submitted for straight time will cover PVSC's normal working hours of 7:45AM to 4:15PM Monday through Friday in accordance with Division 1, Section 01046 - Working Hours. The overtime hourly rate will be used during weekdays after 40 hours per week or for services provided on weekends, Holidays or when being requested to work during PVSC non-normal working hours. Overtime hourly work (if approved) will be billed at a cost of 1.5 times the T&M schedule rate.

The contractor shall be available 7 days a week for 24 hour notice on-call and emergency service work during the life of this contract and will be compensated at the respective hourly rates.

The Contractor shall have experience in pipe fitting and piping modifications in Sewerage Treatment Plants, Pump Stations or similar facilities.

The contractor shall insure that all requested repairs, pipefitting and fabrication etc. shall be performed by personnel who are trained to provide the type of service specified, and as outlined in Section 01710 Qualifications of Contractor.

The contractor shall be reimbursed for materials based on invoice price plus a fixed fee in accordance with the fixed fee schedule provided in Section 01025.

Costs for the Contractor to supply rental equipment that is not included within this contract shall be based on documented invoices. Plus a fixed fee in accordance with a fee schedule provided in Section 01025

For purposes of evaluating and comparing bids only, the contractor shall provide Labor Rates for the identified labor categories on the T&M Schedule (**see Section 00400**) to maintain a hypothetical work crew at a PVSC facility, for a period of two (2) forty (40) hour work weeks per year. The Contractor hourly rates for labor shall commence from the actual time the Contractor reports at the PVSC Facility requiring service until the time leaving PVSC. PVSC will maintain appropriated records showing the actual time the contractor spent on the job. The contractor will **not be** compensated for any traveling time between place of business and the PVSC Facility where work is to be performed.

All hourly labor rate(s) listed in the T&M Schedule (see Section 00400) shall be filled out in subsection 1.A. Failure to do so would be considered a non-responsive bid and may be cause for the bid to be rejected. The hypothetical work crew described is for bid evaluation purposes only. Actual crews, equipment and duration will vary, depending on the specific task to be done.

The work required under this contract is indeterminate. There shall be no fixed contract amount. Work will be performed on a "Time and Material" basis. Individual Task Orders will be issued to the contractor based on an agreed upon detailed scope of work and cost. Each Task Order shall establish a "not to exceed" cost limit. Contractor's time required to develop a cost proposal for any given task or project and the time spent in pre-construction meeting(s) shall not be compensable.

The term of this contract is for a two (2) year period, beginning from the Notice to Proceed date. All prices shall hold firm and not be subject to increase during the term of the contract.

The work shall proceed in the manner specified and in conformity with the requirements set forth in the Contract Documents herein contained or hereunto attached and in accordance with the Contract Specifications.

In the event of a conflict between the bid specifications (request for proposal, invitation to bid, etc.) and the contractors bid submission (proposal, response, etc.) the terms of the specifications (or otherwise as referenced) shall govern the agreement between PVSC and the contractor.

- B.** All prices are exclusive of N. J. State and Federal Taxes. The Passaic Valley Sewerage Commission is an agency of the State of New Jersey and is exempt from the New Jersey Sales and Use Taxes, pursuant to Section 9(a)(1) of the New Jersey Sales and Use Tax Act (N.J.S.A. 54:32B-1 et seq.).
- C.** The cost of all Warrantees shall be included.
- D.** The bidder's price shall be inclusive, including all labor, equipment, consumables, inspection and transportation. Bidder shall not include the cost of any services provided by PVSC.
- E.** Prices shall also include all transportation charges on materials removed from site and charges pertaining to disposal and other costs pertaining to the execution of the work.
- F.** The Commission reserves the right to make no award and reject all bids should, in their judgment it be in the public interest to do so.
- G. Contract Period and Extension Option:** If in the opinion of the Commission it is in the best interest of PVSC to extend this contract, the Contractor will be so notified of the Commission's intent at least thirty (30) days prior to the expiration date of the existing contract. The Contractor shall have fifteen

(15) calendar days to respond to the Commission's request to extend the contract. If the Contractor agrees to the extension, all terms and conditions of the original contract, including all prices, will be applicable.

- H. The successful Bidder shall maintain for the duration of the work to be done under this contract, Liability Insurance in the amounts specified in the General Conditions, Section 00727. Upon execution of the contract, the contractor shall furnish the PVSC with all certificates of insurance as required and set forth herein.
- I. It is the bidder's responsibility to visit the PVSC facilities to inspect and to verify all locations, dimensions, conditions and access as needed to perform the contract work. Arrangements for the site visit can be made by contacting Mr. Michael Donne, Mechanical Engineer at (973) 817-5801.
- J. No variations will be permitted to the terms and conditions of the contract. Terms and conditions are in accordance with N.J. Laws for Public Bidding and the policies of the Passaic Valley Sewerage Commission. Any bids that include variations to the terms and conditions will be considered non-responsive and will be rejected.
- K. If the Bidder intends to offer alternatives to the materials, equipment and/or services specified, then it is mandatory that the Bidders list and explain in detail any and all such exceptions to the specifications on the attached "Bidders Exception" sheet, and shall submit the sheet with his bid. If the exception involves material or equipment, the Bidder shall also include technical data to show that the exception is equal to or better than those specified. It is understood that if no exception is listed on the "Bidders Exceptions" sheet, the Bidder shall supply all the materials, equipment and/or services exactly as prescribed and shall return the "Bidders Exception" sheet marked **"NONE"**.
- L. Only Bidders with experience with a similar type of work will be considered. Certification of this experience, and the names and addresses of at least three (3) customers from whom similar work was performed within the last two (2) years, shall be supplied with the bid. A certification questionnaire form is included for the Contractor's convenience.
- M. Notice of Executive Order 125 Requirement for Posting of Winning Proposal and Contract Documents

Pursuant to Executive Order No. 125, signed by Governor Christie on February 8, 2013, the Office of the State Comptroller ("OSC") is required to make all approved State contracts for the allocation and expenditure of federal reconstruction resources available to the public by posting such contracts on an appropriate State website. Such contracts are posted on the New Jersey Sandy Transparency website located at:

<http://nj.gov/comptroller/sandytransparency/contracts/sandy/>.

The contract resulting from this bid is subject to the requirements of Executive Order No. 125. Accordingly, the OSC will post a copy of the contract, including the bid document, the winning bidder's proposal and other related contract documents for the above contract on the Sandy Transparency website.

In submitting its proposal, a bidder may designate specific information as not subject to disclosure. However, such bidder must have a good faith legal and/ or factual basis to assert that such designated portions of its proposal (i) are proprietary and confidential financial or commercial information or trade secrets or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the proposal of any such designation should be clearly stated in a cover letter, and a redacted copy of the proposal should be provided.

The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the winning bidder accordingly. The State will not honor any attempt by a winning bidder to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal. In the event of any challenge to the winning bidder's assertion of confidentiality with which the State does not concur, the bidder shall be solely responsible for defending its designation.

- N. Unless prevented by strike or strikers which prevent construction or delivery of equipment or supplies from the manufacturer, failure to complete the work within the specified time shall be considered an abandonment of the contract and the Commission may seek redress for damages.
- P. The work must be completed without interrupting the operation of the PVSC Treatment Plant. The contractor must schedule his operations in detail with PVSC as noted in Div. 1, Section 01310 of Contract Specifications.
- Q. Payment will be made in accordance with the Schedule as specified in Division 1, Section 01025.
- R. **Proposals shall be enclosed in opaque sealed envelopes, addressed to Passaic Valley Sewerage Commission, 600 Wilson Avenue, Newark, New Jersey 07105, with the name and address of the bidder plainly marked upon the outside thereof. (If forwarded by preferably registered mail, the sealed envelope containing the proposal, marked as directed above must be enclosed in another envelope addressed as specified in the Proposal.) The outside envelope containing the bids must clearly identify the bid number, contract name and bid opening date. Failure to properly identify the contents may result in the bid being rejected.**

To the extent that N.J.S.A. 2A:30A-2 et seq. applies to the project and its related work and/or any agreement between PVSC and the Contractor, all exceptions contained in N.J.S.A. 2A:30A-2(a) et seq. shall apply solely for the benefit of PVSC.

STATE OF NEW JERSEY

§

COUNTY OF

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

I am _____, of _____, the Bidder making the Bid for this Project.

I execute the said Bid with full authority to do so.

I, and to the best of my knowledge, the Bidder, and any officer, director, employee or other representative of the bidder, have 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.

All statements contained in said Bid and all Contract Documents and in this affidavit are true and correct, and made with full knowledge that the Passaic Valley Sewerage Commission rely upon the truth of the statements contained in said Bid and Contract Documents, and in the statements contained in this Affidavit, in awarding the Contract for said Project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract 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 the Bidder.

Sworn on Behalf of: _____

Name of Bidder: _____

Sworn and subscribed to
before me this _____ day
of _____, 20____.

Notary Public of New Jersey

T&M SCHEDULE

For purposes of evaluating and comparing bids, the Bidder shall provide the following cost to maintain a hypothetical work crew at PVSC Facility, for a period of two (2) forty (40) hour work weeks, including a hypothetical material cost.

Hourly Rate per Person shall include all wages, labor, travel, taxes, insurance (including Liability Insurance), overhead, licenses, qualifications, equipment, profit and all other mark-ups and costs.

YEAR 1		YEAR 2	
Hourly Rate		Hourly Rate	
A. Site General Crew (Laborer/Demolition)		E. Site General Crew (Laborer/Demolition)	
1. Foreman		1. Foreman	
\$ _____/Hr. x 80 Hrs.	=\$ _____ (A1)	\$ _____/Hr. x 80 Hrs.	=\$ _____ (E1)
2. Journeyman		2. Journeyman	
\$ _____/Hr. x 80 Hrs.	=\$ _____ (A2)	\$ _____/Hr. x 80 Hrs.	=\$ _____ (E2)
3. Apprentice*		3. Apprentice*	
\$ _____/Hr.		\$ _____/Hr.	
B. Site Pipefitter Crew		F. Site Pipefitter Crew	
1. Foreman		1. Foreman	
\$ _____/Hr. x 80 Hrs.	=\$ _____ (B1)	\$ _____/Hr. x 80 Hrs.	=\$ _____ (F1)
2. Journeyman		2. Journeyman	
\$ _____/Hr. x 80 Hrs.	=\$ _____ (B2)	\$ _____/Hr. x 80 Hrs.	=\$ _____ (F2)
3. Apprentice*		3. Apprentice*	
\$ _____/Hr.		\$ _____/Hr.	
C. Shop Fabrication Crew		G. Shop Fabrication Crew	
1. Foreman		1. Foreman	
\$ _____/Hr. x 80 Hrs.	=\$ _____ (C1)	\$ _____/Hr. x 80 Hrs.	=\$ _____ (G1)

2. Journeyman \$ _____/Hr. x 80 Hrs. 3. Apprentice* \$ _____/Hr. D. Material Mark-up Including all insurance, overhead, profit and any other mark-up Reference Section 01025 Payment Formula Hypothetical Material Cost + Fixed Fee \$100,00.00 + \$8,750.00	=\$ _____ (C2) =\$ <u>108,750.00</u> (D)	2. Journeyman \$ _____/Hr. x 80 Hrs. 3 Apprentice* \$ _____/Hr. H Material Mark-up Including all insurance, overhead, profit and any other mark-up Reference Section 01025 Payment Formula Hypothetical Material Cost + Fixed Fee \$100,00.00 + \$8,750.00	=\$ _____ (G2) =\$ <u>108,750.00</u> (H)
Year 1: Total (Sum of A1,A2 ,B1,B2, C1,C2 & D)	=\$ _____	Year 2: Total (Sum of E1,E2 ,F1,F2, G1,G2& H)	=\$ _____
TOTAL (Sum of Years 1 and 2)		=\$ _____	
Amount Written In Words: _____ Dollars and _____ Cents			
Note: *Item No. A3, B3, C3, E3, F3 and G3 (Site General Crew, Site Pipefitter Crew and Shop Fabrication Crew Apprentices for Year 1 and Year 2 Respectively) shall <u>not</u> be included in the hypothetical total bid price. The hourly rate for ALL Apprentice's shall be provided for future work if necessary.			

TOTAL BID PRICE (Sum of Years 1 and 2) NOTE: CONTRACTOR MUST COMPLETE ALL BID ITEMS OR BID SHALL BE CONSIDERED NON RESPONSIVE

The contract will be awarded to the lowest responsible bidder based on the above Total Bid Price.

The hypothetical work crew described above is for bid evaluation purposes only. Actual crews, equipment and duration will vary, depending on the specific task to be done.

The commission reserves the right to perform work with own work force or obtain competitive pricing from a third party. The commission is also under no obligation to use the contractor's work force.

Contract No. B039- PLANTWIDE REPLACEMENT OF PIPE, FITTINGS AND ANCILLARY PIPING SYSTEMS ON AN AS NEEDED BASIS FOR
A TWO (2) YEAR PERIOD

00401 Supplement to Bid Forms

REFERENCE QUESTIONNAIRE
A reference list generated by the bidder is acceptable provided all of the information listed below is supplied.

NAME OF OWNER COMPLETE ADDRESS AND TELEPHONE NUMBER	PROJECT LOCATION & SPECIFIC TYPE OF WORK PERFORMED BY YOUR ORGANIZATION AND CONTRACT PRICE	CHECK PRIME OR SUB CONT. PR SUB	LIST NAME & TEL. NO. OF PERSON IN CHARGE	APPROX. DATE COMPLTD MO. / YR.	WAS TIME EXTENSION NECESSARY YES / NO ATTACH EXPLANATION	WERE ANY PENALTIES IMPOSED? ATTACH EXPLANATION	WERE LIENS CLAIMS OR STOP NOTICES FILED? ATTACH

00402

PASSAIC VALLEY SEWERAGE COMMISSION

ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

CONTRACT NO. B039

PLANTWIDE REPLACEMENT OF PIPE, FITTINGS AND ANCILLARY PIPING SYSTEMS ON AN AS
NEEDED BASIS FOR A TWO (2) YEAR PERIOD

Pursuant to N.J.S.A. 40A:11-23.1a et seq., the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the PVSC's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid. If there were no revisions or addenda write **NONE** on the top line, sign the acknowledgment below and submit with the bid documents.

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick-up, etc.)	Date Received

Acknowledgment by Bidder:

Name of Bidder:

(Company Name)

By Authorized Representative:

Signature:

Print Name and Title:

Date:

PASSAIC VALLEY SEWERAGE COMMISSION
CONTRACT NO. B039- SUBCONTRACTOR LISTING

Failure to complete this Section may be a cause for the bid to be rejected.

The undersigned proposes to use the following subcontractors to perform the work indicated (use additional sheets as required).

<u>Work to be Performed</u>	<u>Name(s) and Address of Subcontractor(s)**</u>	<u>License Number(s)</u>
1. Plumbing & Gas Fitting and all Kindred Work	_____ _____ _____	_____
2. Heating and Ventilation and all Kindred Work	_____ _____ _____	_____
3. Electrical Work	_____ _____ _____	_____
4. Structural Steel and Ornamental Iron Work	_____ _____ _____	_____

Name and Title of Authorized Representative

Signature of Authorized Representative

****IMPORTANT NOTE:** Whenever a Bid sets forth more than one subcontractor for any of the specialty trade categories (1) through (4) specified hereinabove in this section, the Bidder shall submit to PVSC a certificate signed by the bidder listing each subcontractor named in the Bid for that category. The certificate shall set forth the scope of work for which the subcontractor has submitted a price quote and which the Bidder has agreed to award to each subcontractor should the Bidder be awarded the contract. The certificate shall be submitted to PVSC simultaneously with the list of subcontractors. The certificate may take the form of a single certificate listing all subcontractors or, alternatively, a separate certificate may be submitted for each subcontractor.

00404 PUBLIC WORKS CONTRACTOR REGISTRATION

**PASSAIC VALLEY SEWERAGE COMMISSION
600 WILSON AVENUE
NEWARK, NEW JERSEY 07105**

PUBLIC WORKS CONTRACTOR REGISTRATION

CONTRACT NO. B039

**PLANTWIDE REPLACEMENT OF PIPE, FITTINGS AND ANCILLARY PIPING SYSTEMS ON AN AS
NEEDED BASIS FOR A TWO (2) YEAR PERIOD**

1. In accordance with "The Public Works Contractor Registration Act," P.L., 1999, c238 (N.J.S.A 34:11 – 56.48 et seq.) amended by P.L. 2003, C91

"No contractor shall bid on any contract for public work as defined in section 2 of P.L 1963, c150 (C34:11 – 56.26) unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to P.L 1999, c238 (C34:11 – 56.48 et seq.) at the time the bid is made. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor is registered pursuant to that act." (N.J.S.A 34:11 – 56.51)

"Contractor means a person, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof who enters into a contract which is subject to the provisions of the "New Jersey Prevailing Wage Act," P.L 1963, c150 (C34:11 – 56.25 et seq.) and includes any subcontractor or lower tier subcontractor of a contractor defined herein" (N.J.S.A 34:11 – 56.50)

2. Proof of registration is required before an award can be made:

"Each contract shall, after the bid is made and prior to the awarding of this contract, submit to the public entity the certificates of registration for all subcontractors listed in the bid proposal. Applications for registration shall not be accepted as a substitute for a certificate of registration for the purposes of this section." (N.J.S.A 34:11 – 56.55)

3. On and after August 16, 2003, Contractors and their listed subcontractors bidding on covered work shall provide proof of the required registration prior to the contract award. [As a practical matter, proof of required registration should be submitted with the Bid].
4. By signing this form, the Contractor certifies that they shall provide proof of the required registration prior to the contract award.

(Signature)

(Date)

(Name and Title of Signer - Please type)

END OF SECTION

00500 CONTRACT AGREEMENT

**CONTRACT NO. B039
PASSAIC VALLEY SEWERAGE COMMISSION
600 WILSON AVENUE
NEWARK, NEW JERSEY 07105**

**CONTRACT AND SPECIFICATIONS
FOR**

**PLANTWIDE REPLACEMENT OF PIPE, FITTINGS AND ANCILLARY PIPING SYSTEMS ON AN AS
NEEDED BASIS FOR A TWO (2) YEAR PERIOD**

THIS AGREEMENT, made and executed this _____ day of _____, 20____ by
and between the Passaic Valley Sewerage Commission, a public body of the County of Essex, State of
New Jersey, hereinafter called the "Commission," acting through its Chairman, and

a corporation chartered under the laws of the State of _____ partnership,
individual with principals offices at _____

hereinafter called the "Contractor."

WITNESSETH: That the said Contractor has agreed and by these presents does agree with the
Commission, for the Prices bid and stipulated in the Proposal herein contained or hereunto annexed and
under the terms and conditions expressed in Bonds bearing even date with these presents, and herein
contained or hereunto annexed, to furnish at his own cost and expense all the necessary materials, labor,
superintendence, tools, and appliances and shall execute, construct, and finish and test in an expeditious
and workmanlike manner all the work as described in the contract specifications commencing the work
within ten (10) days from the date of Notice to Proceed and executing the same within the time and
proceed in the manner specified and in conformity with the requirements set forth in the Contract
Documents herein contained or hereunto attached and in accordance with the Contract Specifications of
said Work.

In the event that the contract documents, exclusive of the Contractor's Bid Form, are in conflict with the
Contractor's Bid or Bid Form, the provisions, terms and conditions of the Commission Contract
Documents and specifications shall bind the parties.

The Contractor shall proceed with the said Work in a prompt and diligent manner and shall do all parts
thereof at such times in such order as the Commission may approve. Further, he shall complete the
whole of said Work in accordance with the Contract Documents to the satisfaction of the Commission,
and within 730 consecutive calendar days from the date of "Notice to Proceed."

The Commission shall not be liable to the Contractor for any neglect, default, delay or interference of or
by another other contractor, nor shall any such neglect, default, delay or interference of any other
contractor, or alteration which may be required in said Work, release the Contractor from the obligation to
finish the said Work within the time aforesaid or from the damages to be paid in default thereof.

Name and addresses of each person or company interested in the Contract:

It is hereby mutually agreed that the Commission is to pay and the Contractor is to receive the amount bid (less retainage, if any) as stipulated in the proposal herein contained or hereto annexed, as full compensation for furnishing all material and labor and in all respects completing the herein described work in the manner and under the conditions herein specified, and for fully complying with the terms and conditions of this Contract.

Subject to the applicable provisions of law, the Contract shall be in full force and effect from and after the date when a fully executed and approved counterpart hereof is delivered to the Contractor at the address set forth above and shall remain and continue in full force and effect until after the expiration of the warranty period and the Contractor and the sureties are finally released by the Commission.

IN WITNESS WHEREOF: The parties hereto have executed this agreement the day and year first above mentioned.

PASSAIC VALLEY SEWERAGE COMMISSION

(SEAL)

BY: _____

ATTEST BY: _____
PASSAIC VALLEY SEWERAGE COMMISSION

CONTRACTOR NAME

BY: _____
CONTRACTOR

(SEAL)

ATTEST BY: _____
CONTRACTOR

00700 GENERAL CONDITIONS – INDEX

00701	Knowledge of Contract Conditions & Requirements
00702	Surety Bond
00703	Obligation of Contractor
00704	Engineering Decision Final
00705	Bankruptcy of Contractor
00706	Responsibility of Contractor
00707	Claims by Contractor
00708	Completion of Work
00709	Subcontracts
00710	Changes to Contract
00711	No Waiver of Contract
00712	Claims for Extra Work
00713	N. J. Contract Laws
00714	Starting Date
00715	Contractor Inspection of Site
00716	Prior Site Visit
00717	Existing Physical Conditions
00718	Joint Venture
00719	Omissions by Sub-Contractors
00720	N. J. Statutes
00721	Access to Work
00722	Temporary Utilities
00723	Permits
00724	Save Owner Harmless
00725	BUSINESS REGISTRATION
00726	NOT USED IN THIS CONTRACT
00727	Insurance Requirements
00728	Removal of Temporary Work
00729	Release from All Claims
00730	Claims Against Contractor
00731	Lien Against Contractor
00732	Consent of Surety to Final Payment
00733	NOT APPLICABLE TO THIS CONTRACT
00734	Certification of Engineer
00735	Extra Work
00736	Default of Contractor
00737	Affirmative Action
00738	Substantial Completion and Inspections

00700 GENERAL CONDITIONS

00701 The Contractor enters into this agreement with the full knowledge of the conditions and requirements of the specifications, including the physical characteristics above, on and below the surface of the ground where applicable.

00702 The Contractor will, simultaneously with the execution of this contract, deliver to PVSC a surety bond of a surety company qualified to do business in New Jersey, and shall be listed in the current Federal Register, Department of the Treasury Circular 570. "Surety Companies acceptable on Federal Bonds." The said surety bond will provide that the surety company will become surety for the faithful performance of the work and shall be in an amount equal to the contract price, and shall be so conditioned as to indemnify PVSC against any losses due to the failure of the Contractor to conform to the requirements.

The form of the surety bond shall be subject to the approval of the Chief Counsel of PVSC and shall be in accordance with the requirements of N.J.S.A. 2A:44-143 to 147.

00703 The Contractor agrees that during the entire term of the contract it will pursue the work faithfully and diligently and will, at all times, have the necessary sources of supply, labor, material and machinery necessary to complete the contract in accordance with the terms of the specifications.

00704 All work done under this contract shall be done to the satisfaction of the Engineer of PVSC, who shall in all cases determine the amount, quality, acceptability and fitness of the material and work which are to be paid for hereunder and shall decide any questions which may arise as to the fulfillment of this decision thereon shall be final and conclusive. The word "Engineer" shall mean the person holding the position of Chief Engineer of the Passaic Valley Sewerage Commission, or his duly authorized representative.

00705 If the Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail to supply enough skilled workmen or proper materials, or if it should fail to make prompt payment to subcontractors for material, labor, or equipment rental, or persistently disregard laws, ordinances, or other instructions of the Engineer, or this contract, then PVSC, upon the certificate of the Engineer that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the Contractor thirty (30) days written notice, terminate the employment of the Contractor. The termination of the employment of the Contractor under the provisions of this paragraph shall not relieve the surety of its responsibility.

00706 The Contractor shall be responsible for all parts of its work, either temporary or permanent, until the contract is accepted by PVSC and it shall thoroughly protect all work, finished or unfinished, against damage from any cause. Risk of loss shall remain with the Contractor until the work has been accepted by a resolution duly adopted by PVSC. The use of part or all of the work by PVSC shall not relieve the Contractor of its responsibility until such time as the work has been formally accepted by resolution. The Contractor shall conduct its operations in such a manner as to provide maximum safety for all employees on the work and the public as well, and shall comply with the requirements of all New Jersey and Federal Statutes governing safety requirements for employees.

00707 All notices, demands, requests, instructions, approvals and claims shall be in writing. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor specified in the bid (or at such other offices as the Contractor may from time to time designate to the Engineer in writing) or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered by telephone electronic/facsimile (FAX) transmission system. All papers required to be delivered to PVSC shall, unless otherwise specified to the Contractor in writing, be delivered to the office of PVSC at 600 Wilson Avenue, Newark, New Jersey 07105 and any notice to or demand upon PVSC shall be sufficiently given if delivered to the said office, or if deposited in the United States mail in a sealed, postage-prepaid envelope, certified mail, return receipt requested.

- 00708** No final payment shall be made until the Engineer has certified to PVSC that the work has been completed by the Contractor in accordance with the requirements of the plans, specifications and contract.
- 00709** The Contractor shall not assign the contract or sublet it in whole or in part without the prior written consent of PVSC, nor shall the Contractor assign any monies due or becoming due to it without the prior written consent of PVSC.
- 00710** This contract, and all incorporations by reference together with the plans, specifications and bid documents, constitutes the entire agreement and understanding between the parties. This contract may not be modified, altered, abridged, amended or supplemented, except by written agreement executed by the parties.
- 00711** Neither the inspection by the Engineer or any agent or employee of PVSC, nor any order by PVSC for the payment of money, nor any payment for, or acceptance of, the whole or any part of the work, by PVSC or the Engineer, nor any possession taken by PVSC or their employees, shall operate as a waiver of any provisions of this contract, or of any right to damage herein provided, nor shall any waiver of any breach of the contract be held to be a waiver of any or subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided, and PVSC shall also be entitled as of right to a writ of injunction against any breach of any of the provisions of this contract.
- 00712** The Contractor covenants and agrees that anything in this contract or in the contract documents to the contrary notwithstanding, or regardless of any matter, thing, contingency or condition unforeseen or otherwise, present or future, the Contractor shall not be entitled to receive any additional or further sums of money than the amounts in said contract documents provided, except pursuant to a written change order duly authorized by a resolution of PVSC; and the failure of PVSC to insist upon strict performance of any of the terms, covenants, agreements, provisions or conditions in this contract or in the contract documents or any one or more instances, shall not be construed as a waiver of relinquishment for the future of any such terms, covenants, agreements, provisions and conditions, but the same shall be and remain in full force and effect with power and authority on the part of PVSC to enforce the same or cause the same to be enforced at any time, without prejudice to any other rights which PVSC may have against the Contractor under this contract or the contract documents.
- 00713** Plans, specifications and the within contract shall be construed in accordance with the laws of the State of New Jersey.
- 00714** The Contractor shall commence with the work on the project within ten (10) days after notice to proceed unless stated otherwise herein.
- 00715** The Contractor has agreed that is has carefully examined the site of the work, the form of the contract and specifications and the drawings referred to therein, and will provide all necessary machinery, tools, apparatus, and other means for construction and do all the work and furnish all the materials called for by the within contract and the specifications and the requirements under them of the Engineer and in accordance with the bidders notice, information for bidders, plans, general requirements, specifications, etc., all of which are incorporated herein as though fully set forth and form a part of this contract.
- 00716** The Contractor is held to have visited the site prior to the time of submitting bids and to have apprised and informed itself of all conditions at the site. Any information furnished by a representative of PVSC upon such matters shall in no way relieve the Contractor from risk or responsibility in fulfilling all of the terms of the contract; nor shall PVSC assume any responsibility or incur any liability as the result of furnishing of information by any representative.
- 00717** Any information as to the location of existing substructures and utilities shown on the contract drawings is not guaranteed as to accuracy by PVSC and PVSC incurs no responsibility or obligation to the Contractor or others in connection therewith.

- 00718** The Contractor shall not employ any subcontractor that PVSC may object to as incompetent or unfit; nor shall the Contractor subcontract to any person that has submitted a bid proposal for the award of the contract. Additionally, the Contractor shall not enter into any joint venture of any kind whatsoever relating to the within construction. PVSC may waive the provisions of this paragraph in its sole and absolute discretion, upon submission of a written request by the Contractor for a waiver supported by a disclosure of all of the facts and circumstances accompanied by a copy of the joint venture contract agreement or understanding.
- 00719** The Contractor agrees that it is as fully responsible to PVSC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.
- 00720** The Contractor will be required to comply with the requirements of Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and all New Jersey Statutes affecting public contracts; more particularly, but not limited to, the provisions of the Statutes hereinafter recited. All statutes not referred to herein but required by law to be applicable to public contracts are incorporated herein as though fully set forth.
- 00721** Representatives of PVSC shall have access to the work when it is in progress. Any inspection costs incurred by PVSC by reason of any breach or derelictions by the Contractor shall be chargeable to the Contractor.
- 00722** The Contractor must arrange for its own utilities, paying for all permits, connections, consumption, as required of whatsoever kind.
- 00723** The Contractor shall procure at its own expense all necessary permits to prosecute and complete the work. It shall keep itself fully informed of all existing and future state and Federal Laws and Regulations and Municipal Ordinances and Regulations, in any manner affecting the work and the persons engaged or employed in the work, or the materials used in the work, or in any affecting the performance of the work, either with respect to hours of labor or otherwise, and of all such laws, ordinances, regulations, orders and decrees, and shall protest and indemnify PVSC and their officers and agents against any claims or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by itself, or by its agents or employees.
- 00724** To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless PVSC and its commission, officers, directors, employees, and agents (collectively, the "Indemnified Parties" and individually, an "Indemnified Party") from and against any and all claims, damages, losses, fines, civil penalties, liabilities, judgments, costs and expenses of any kind or nature whatsoever, including, but not limited to, interest, court costs and attorneys' fees, which in any way arise out of or result from any act(s) or omission(s) by Contractor (or anyone directly or indirectly employed by Contractor, including sub-contractors, or anyone for whose acts Contractor may be liable) in the performance or non-performance of services or other obligations under this agreement or in the use or occupancy of any facilities or equipment provided by the Indemnified Parties, including, but not limited to, injury to or death of any person, damage to or destruction of any property, real or personal (including, but not limited to, property owned, leased or under the control of the Indemnified Parties), and liability or obligations under or with respect to any violation of federal, state and local laws, regulations, rules, codes and ordinances (including, but not limited to, those concerning environmental protection).

This section shall apply regardless of whether or not the damage, loss, or injury complained of arises out of or relates to the negligence (whether active, passive or otherwise) of, or was caused in part by, an Indemnified Party. However, nothing contained in this section shall be construed as a release or indemnity by Contractor of an Indemnified Party from or against any loss, liability, or claim to the extent arising from the gross negligence or willful misconduct of that Indemnified Party.

This section shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which would otherwise exist in favor of any Indemnified Party, or any obligation of Contractor, or its officers, directors, employees, agents, contractors, or sub-contractors to

indemnify an Indemnified Party. Contractor's obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation, or benefits paid or payable by Contractor under workers' compensation laws, disability benefits laws, or other employee benefit laws or regulations.

The indemnification obligations of this section shall survive termination or expiration of the Contract.

- 00725** The contractor shall provide proof of its business registration with the New Jersey Department of Treasury with its bid. Failure to submit proof of business registration is a fatal defect by law that cannot be cured and cause for rejection of the bid.

The Contractor shall list all subcontractors that it intends to employ in its bid proposal, the subcontractor's State license number and business registration certificate from the NJ Department of Treasury.

00726 NOT USED IN THIS CONTRACT

- 00727** The Contractor must procure and maintain during the term of this contract the following types of insurance coverage, which shall be consistent with the terms of the specifications and general and supplemental conditions:

1. Commercial General Liability ("GCL") insurance, for personal injury and property damage liability of not less than five million dollars (\$5,000,000) combined single limit for each occurrence/five million dollars (\$5,000,000) aggregate;
2. Comprehensive automobile liability insurance coverage of not less than one million dollars (\$1,000,000) combined single limit;
3. Workers' compensation with limits in accordance with New Jersey law; and
4. Employer liability insurance with limits of at least five hundred thousand dollars (\$500,000).

PVSC and its commissioners, officers, directors, employees, and agents shall be named as additional insureds on the CGL and comprehensive automobile liability policies, and, within 20 days of the Notice of Intent to Award Contract, the Contractor shall provide evidence of same in the form of certified endorsements specifically naming PVSC and its commission, officers, directors, employees, and agents as additional insureds. The submission of a Certification of Insurance will not serve as adequate proof that PVSC and its commissioners, officers, directors, employees, and agents have been named as additional insureds.

Each insurance policy shall contain a provision stating that neither the insured, nor the insurer may cancel, materially change, or refuse renewal without a minimum 30 days prior written notice to PVSC. In the event of cancellation due to non-payment of premiums, said notice shall be at least 10 days prior to cancellation. All insurance required pursuant to this section shall remain in full force and effect until the final contract payment, or until the end of the warranty period which ever is later.

Each insurance policy shall provide that neither the Contractor, nor its insurer, shall have any right to subrogation against PVSC. Any and all policies of insurance maintained by the Contractor shall be primary without contribution from any insurance procured, carried, and/or maintained by PVSC.

In the event the Contractor is permitted to utilize any subcontractor, the Contractor shall require the subcontractor's insurance coverage to be at least equal to the requirements set forth above, including, without limitation, the provisions regarding the naming of additional insureds and the Contractor's insurance being primary. In the alternative, the Contractor may insure the activities of its subcontractors under its own policies. The Contractor is responsible for and will assume all liabilities for any insurance deficiency or delinquency of a subcontractor or any claim that may result because of the deficiency or delinquency.

The Contractor's insurance carrier(s) shall also provide an endorsement insuring, accepting and including the requirement of indemnification and defense as set forth in General Conditions Section 00724.

- 00728** Before the final acceptance of the work, the Contractor shall remove all equipment, temporary work, unused materials and rubbish, and temporary buildings; shall repair or replace in an acceptable manner all private or public property which may have been damaged, destroyed, moved or removed on account of the prosecution of the work; and shall leave the site and all adjacent properties in a neat and presentable condition wherever its operations have disturbed conditions existing at the time of the starting of the work.
- 00729** No final or semifinal payment shall be made until the Contractor has executed and delivered a release to PVSC and every member, agent or employee thereof, from all claims and liability to the Contractor for everything and anything done or furnished, or of any person relating to or affecting the work. (Semifinal payment shall mean payment for all work performed under the contract, except retainage held as a guarantee against warrantee claims.)
- 00730** Before final or semifinal payment, the Contractor shall deliver to PVSC an affidavit of payment of all claims of suppliers and subcontractors. In the event that any supplier or subcontractor has not been paid and the claim is disputed by the Contractor, the Contractor shall submit all of the facts in its affidavit and PVSC shall be authorized, in the exercise of its discretion, to withhold from the payment the sum of money sufficient to guarantee payment of the claim. Nothing contained herein, however, shall incur any responsibility by PVSC to any material man or subcontractor, nor shall anything contained herein give rise to a cause of action by any subcontractor or supplier against PVSC.
- 00731** Before final acceptance and final or semifinal payment by PVSC, the Contractor shall deliver to PVSC a complete release of all liens arising out of the contract. Contractor agrees that at no time shall any municipal liens, mechanical liens, notices of intention, or secured instruments be filed against the work and should PVSC be compelled to remove or discharge a municipal lien, mechanics lien, notice of intention or secured instrument, the Contractor shall reimburse PVSC for all costs.
- 00732** Before final or semifinal payment the Contractor shall deliver to PVSC a consent or the Surety to the final payment. Release of final payment shall act to release PVSC of all claims by the Contractor's performance of the contract.
- 00733** **NOT APPLICABLE TO THIS CONTRACT**
- 00734** All payments under the within contract shall be upon the written certification of the Engineer.
- To the extent applicable, pursuant to N.J.S.A. 2A:30A-2(f) et seq., disputes regarding whether a party has failed to make payments required pursuant to N.J.S.A. 2A:30A-2 et seq. may be submitted to a process of alternative dispute resolution. Alternative dispute resolution permitted by this section shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts. In any civil action brought to collect payments pursuant to this section, the action shall be conducted inside of this State and the prevailing party shall be awarded reasonable costs and attorney fees.**
- 00735** The Commission may order, and the Contractor shall perform, extra work under this contract that is limited to the subject matter of this contract.

On any work done by the contractor, as ordered by the Commission in writing, which is not covered in the contract, the contractor shall be paid as extra work. Extra Work costs shall be arrived at as follows:

- (a) By such applicable unit prices, if any, as are set forth in the contract; or

(b) If no such unit prices are set forth, and if the parties cannot agree upon prices or lump sum, then for work performed the Contractor shall receive as compensation the actual cost to him, which cost shall include only:

1. Labor, including foreman, but not supervisors.
2. Materials entering permanently into the work.
3. The ownership or rental cost of construction plant and equipment during the time of use on the extra or changed order.
4. Power and consumable supplies for the operation of power equipment during the above time.
5. Insurance.
6. Social Security and old age and unemployment contributions.
7. Plus a fixed fee equal to 15% of the summation of items #1 through #6 above, which fee shall be compensation to cover the cost of supervision, overhead, bond, profit, and any other general expenses. The prime contractor will not be permitted to include both his 15% and any subcontractor's 15% for the items enumerated herein.

00736 In the event that the vendor, unless prevented by strike or strikers, which prevents delivery of parts or services, and shall fail to furnish the materials, or services listed in this contract as per the specifications, and according to all the terms of this contract, the Commission reserves the right to rescind the contract and purchase the materials, or services through the open market, and the vendor agrees to pay the excess costs, if any, between the amount paid for same and the amount calculated at the contract price.

00737 During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.S.A. 17:27-7.2 et seq.; provided, however, that the Dept. of Labor and Workforce Development (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 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 is 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 et seq.. 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 (3) business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union as least five (5) 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 et seq., 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 necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et seq.;
 - 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 et seq. 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 10 of the Administrative Code (N.J.A.C. 17:27)**.

00738 Substantial Completion and Inspections

Substantial Completion

When work (or specified part thereof) has progressed (including and specified operational periods) to a point that the Owner determines that the work is ready for its intended use with contract documents.

Substantial Completion Inspection

At the point that the Contractor feels that substantial completion is satisfied, request in writing to the Owner a substantial completion inspection. At or prior to the time the Contractor requests substantial completion the Contractor shall have previously submitted O&M manuals, spare parts, guarantees, warranties, as-built and record drawings, certifications and other documents necessary for close-out of the work. At the substantial completion inspection, the Owner shall: inspect the work, add to the Contractor's list any other items to be completed or corrected; and, determine whether the work is substantially complete. If the work is not substantially complete, the Contractor shall forthwith complete all the items the owner has determined to be needed for substantial completion. Upon completion of such work the Contractor shall request an inspection of such work. When the Owner determines that the work is substantially complete including all claims and compensation therefore have been satisfied, the (Owner and Contractor) shall each sign the Certificate of Substantial Completion and semi-final payment will be released, which excludes retainage and punch list items (with dollar amounts associated) listed in the Certificate of Substantial Completion.

Final Inspection

Inspection shall be conducted between the Owner and Contractor to determine if deficiencies have been completed and work is acceptable, so that final payment can be released to the Contractor.

00800 SUPPLEMENTAL CONDITIONS – INDEX

- 00821 Anti-Discrimination**
- 00822 Foreign Corporations**
- 00823 Prevailing Wage**
- 00824 Statement Of Ownership**
- 00825 Use Of Domestic Materials**
- 00826 Hazardous Materials**
- 00827 Certified Payroll**
- 00828 Set Aside Contract Compliance**
- 00829 NOT APPLICABLE TO THIS CONTRACT**
- 00830 Contract Duration**
- 00831 Liquidated Damages**

00800 SUPPLEMENTAL CONDITIONS

00821 N.J.S.A. 10:2-1 – Anti-Discrimination

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

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

00822 N.J.S.A. 14A:13-3 – Foreign Corporations

1. No foreign corporation shall have the right to transact business in this State until it shall have procured a certificate of authority to do so from the Secretary of State. A foreign corporation may be authorized to do in this State any business which may be done lawfully in this State by a domestic corporation, to the extent that it is authorized to do such business in the jurisdiction of its incorporation, but no other business.
2. Without excluding other activities which may not constitute transacting business in this State, a foreign corporation shall not be considered to be transacting business in this State, for the purposes of this act, by reason of carrying on in this State any one or more of the following activities:
 - a. Maintaining, defining or otherwise participating in any action or proceeding, whether judicial, administrative, arbitrate or otherwise, or effecting the settlement thereof or the settlement of claims or disputes;
 - b. Holding meetings of its directors or shareholders;
 - c. Maintaining bank accounts or borrowing money, with or without security, even if such borrowings are repeated and continuous transactions and even if such security has a situs in this State;
 - d. Maintaining offices or agencies for the transfer, exchange and registration of its securities, or appointing and maintaining trustees or depositaries with relation to its securities.

3. The specification in subsection 14A:13-3(2) does not establish a standard for activities which may subject a foreign corporation to service of process or taxation in this State.

00823 N.J.S.A. 34:11-56.27 – Prevailing Wages

Every contract in excess of \$2,000 for any public work to which any public body is a party or for public work to be done on property or premises leased or to be leased by a public body, shall contain a provision stating the prevailing wage rate which can be paid (as shall be designated by the commissioner) to the workers employed in the performance of the contract and the contract shall contain a stipulation that such workers shall be paid not less than such prevailing wage rate. Such contract shall also contain a provision that in the event it is found that any workers, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract the public body or lessor 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 public body or lessor for any excess costs occasioned thereby.

N.J.S.A. 34:11-56.26(5) et seq. has added to the existing prevailing wage requirements off-site workers who custom fabricate plumbing, heating, cooling, ventilation, or exhaust duct systems and mechanical insulation as part of a public works project.

N.J.S.A. 34:11-56.25 et seq., requires that all public works employers shall submit a certified payroll record to the public body or lessor which contracted for the public work project each payroll period within ten (10) days of the payment of wages. The public body shall receive, file and make available for inspection during normal business hours the certified payroll records. A copy of the certified payroll form may be obtained by contacting the New Jersey Department of Labor, Division of Workplace Standards, Public Contracts Section, CN 389, Trenton, New Jersey 08625-0389.

NOTE: Prevailing wage rates will not apply or be applicable to any contract unless an appendix from the New Jersey Department of Labor which includes the "Prevailing Wage Rate Determination," listing the prevailing wage levels is attached to the contract.

00824 N.J.S.A. 52:25-24.2 – Statement of Ownership

No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until all names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

00825 N.J.S.A. 52:33-2 and –3 – Use of Domestic Materials

52:33-2 Notwithstanding any inconsistent provision of any law, and unless the head of the department, or other public officer charged with the duty by law, shall determine it to be inconsistent with the public interest, or the cost to be unreasonable, only domestic products and materials shall be acquired or used for any public work. This requirement is specifically set forth in N.J.S.A. 40A:11-18 and is incorporated herein by reference and made a part hereof.

This section shall not apply with respect to domestic materials to be used for any public work, if domestic materials of the class or kind to be used are not mined, produced or manufactured, as the case may be, in the United States in commercial quantities and of a satisfactory quality.

52:33-3 Every contract for the construction, alteration, or repair of any public work in this state shall contain a provision that in the performance of the work the contractor and all subcontractors shall use only domestic materials in the performance of the work; but if the head of the department or other public officer authorized by law to make the contract shall find that in respect to some particular domestic materials it is impracticable to make such requirement or that it would unreasonably increase the cost, an exception shall be noted in the specifications as to that particular material, and a public record made of the findings which justified the exception.

00826 Hazardous Materials

All hazardous material whether sold, delivered, and/or used to perform a service on the PVSC site, shall be properly labeled in accordance with the New Jersey Worker and Community Right to Know Act (P.L. 1983, c315, N.J.S.A. 34:5A-1 et seq.). The bidder shall include with his bid proposal the Material Safety Data Sheets, for all the products that he intends to deliver to the PVSC under this bid. The vendor shall comply with these terms otherwise his bid will be disqualified.

Hazardous material not complying with this act will cause the PVSC to reject shipments or deny the use of such materials on its site. The vendor shall be responsible for any cost incurred for materials found not to be in compliance with the act. The PVSC will make the sole determination if this act is being violated, and the vendor shall abide by this decision. Violation of this act may be considered an abandonment of the contract, and the Commission may seek redress under the Default Article of the contract.

00827 Certified Payroll

Effective February 18, 1992 Regulation N.J.A.C. 12:60 and 6.1 of the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq., requires that all public works employers shall submit a certified payroll record to the public body or lessor which contracted for the public work project each payroll period within ten (10) days of the payment of wages. The public body shall receive, file and make available for inspection during normal business hours the certified payroll records.

A copy of the certified payroll form may be obtained by contacting the New Jersey Department of Labor, Division of Workplace Standards, Public Contracts Section, CN 389, Trenton, New Jersey 08625-0389, telephone (609) 292-2259.

00828 Set-Aside Contract Compliance

Contractor shall comply with the New Jersey Regulations governing minority and female contractor and subcontractor participation on construction contracts as required by N.J.S.A. 52:32-17 et seq. The regulations, which are more specifically set forth in N.J.A.C. 17:14-1.1 et seq., are incorporated herein by reference and made a part hereof.

00829 NOT APPLICABLE TO THIS CONTRACT

00830 N.J.S.A. 40A:11-17 – Number of Working Days Specified

All specifications for the doing of any public work for a contracting unit shall fix the date before which the work shall be completed, or the number of working days to be allowed for its completion; and every such contract shall contain a provision for a deduction, from the contract price, or any wages paid by the contracting unit to any inspector or inspectors necessarily employed by it on the work, for any number of days in excess of the number allowed in the specifications.

00831 N.J.S.A. 40A:11-19 – Liquidated Damages

Any contract or agreement made pursuant to this act may include liquidated damages for the violation of any of the terms and conditions thereof or the failure to perform said contract or agreement in accordance with its terms and conditions, or the terms and conditions of this act.

00832 N.J.S.A. 52:15C-14(d)– Authority to Audit or Review Contract Records

Effective November 15, 2010 pursuant to N.J.A.C. 17:44-2.2 et seq., the awarded contractor shall maintain all documentation related to products, transactions, or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

00900 PUBLIC LAW 2005, CHAPTER 51 FORMERLY: EXECUTIVE ORDER 134

Background Information

On September 22, 2004, then-Governor James E. McGreevey issued Executive Order 134, the purpose of which was to insulate the negotiation and award of State contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. To this end, Executive Order 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. Executive Order 134 was superseded by Public Law 2005, c. 51, signed into law on March 22, 2005 ("Chapter 51").

On September 24, 2008, Governor Jon S. Corzine issued Executive Order No. 117 ("E.O. 117"), which is designed to enhance New Jersey's efforts to protect the integrity of procurement decisions and increase the public's confidence in government. The Executive Order builds upon the provisions of Chapter 51.

Two-Year Certification Process

Upon approval by the State, the Certification and Disclosure of Political Contributions form (CH51.1R1/21/2009) is valid for a two (2) year period. Thus, if a vendor receives approval on Jan 1, 2009, the certification expiration date would be Dec 31, 2011. Any change in the vendor's ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51/EO117 forms to the State Review Unit. **Please note that it is the vendor's responsibility to file new forms with the State should these changes occur.**

Prior to the awarding of a contract, the agency should first send an e-mail to CD134@treas.state.nj.us to verify the certification status of the vendor. If the response is that the vendor is NOT within an approved two-year period, then forms must be obtained from the vendor and forwarded for review. If the response is that the vendor is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject project.

Instructions for Completing the Forms

NOTE: Please refer to the next section, "Useful Definitions for Purposes of Ch. 51 and E.O. 117," for guidance when completing the forms.

Part 1: VENDOR INFORMATION

Business Name – Enter the full name of the Vendor, including trade name if applicable.

Business Type -- Select the vendor's business organization from the list provided.

Address, City, State, Zip and Phone Number -- Enter the vendor's street address, city, state, zip code and telephone number.

Vendor Email – Enter the vendor's primary email address.

Vendor FEIN – Please enter the vendor's Federal Employment Identification Number.

Part 2: PUBLIC LAW 2005, Chapter 51 / EXECUTIVE ORDER 117 (2008) DUAL CERTIFICATION

Read the following statements and verify that from the period beginning on or after October 15, 2004, no contributions as set forth at subsections 1(a)-(c) have been made by either the vendor or any individual whose contributions are attributable to the vendor pursuant to Executive Order 117 (2008).

NOTE: Contributions made prior to November 15, 2008 are applicable to Chapter 51 only.

Part 3: DISCLOSURE OF CONTRIBUTIONS MADE

Check the box at top of page 2 if no reportable contributions have been made by the vendor.
If the vendor has no contributions to report, this box must be checked.

Name of Recipient Entity – Enter the full name of the recipient entity.

Address of Recipient Entity – Enter the recipient entity's street address.

Date of Contribution – Indicate the date of the contribution.

Amount of Contribution – Enter the amount of the reportable contribution.

Type of Contribution – Select the type of contribution from the list provided.

Contributor Name – Enter the full name of the contributor.

Relationship of Contributor to the Vendor -- Indicate relationship of the contributor to the vendor, e.g. officer or partner of the company, spouse of officer or partner, resident child of officer or partner, parent company of the vendor, subsidiary of the vendor, etc.

NOTE: If form is being completed electronically, click "Add a Contribution" to enter additional contributions. Otherwise, please attach additional pages as necessary.

Part 4: CERTIFICATION

Check box A if the person completing the certification and disclosure is doing so on behalf of the vendor and all individuals and/or entities whose contributions are attributable to the vendor.

Check box B if the person completing the certification and disclosure is doing so on behalf of the vendor only.

Check box C if the person completing the certification and disclosure is doing so on behalf of an individual and/or entity whose contributions are attributable to the vendor.

Enter the full name of the person authorized to complete the certification and disclosure, the person's title or position, date and telephone number.

USEFUL DEFINITIONS FOR THE PURPOSES OF Ch. 51 and E.O. 117

- **"Vendor"** means the contracting entity.
- **"Business Entity"** means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition also includes (i) if a business entity is a for-profit corporation, any officer of the corporation and any other person or business entity that owns or controls 10% or more of the stock of the corporation; (ii) if a business entity is a professional corporation, any shareholder or officer; (iii) if a business entity is a general partnership, limited partnership or limited liability partnership, any partner; (iv) if a business entity is a sole proprietorship, the proprietor; (v) if the business entity is any other form of entity organized under the laws of New Jersey or any other state or foreign jurisdiction, any principal, officer or partner thereof; (vi) any subsidiaries directly or indirectly controlled by the business entity; (vii) any political organization organized under 26 U.S.C.A. § 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (viii) with respect to an individual who is included within the definition of "business entity," that individual's spouse or civil union partner and any child residing with that person.¹
- **"Officer"** means a president, vice-president with senior management responsibility, secretary, treasurer, chief executive officer, or chief financial officer of a corporation or any person routinely performing such functions for a corporation. Please note that officers of non-profit entities are excluded from this definition.

- **“Partner”** means one of two or more natural persons or other entities, including a corporation, who or which are joint owners of and carry on a business for profit, and which business is organized under the laws of this State or any other state or foreign jurisdiction, as a general partnership, limited partnership, limited liability partnership, limited liability company, limited partnership association, or other such form of business organization.
- **“Reportable Contributions”** are those contributions, including in-kind contributions, in excess of \$300.00 in the aggregate per election made to or received by a candidate committee, joint candidates committee, or political committee; or per calendar year made to or received by a political party committee, legislative leadership committee, or continuing political committee.
- **“In-kind Contribution”** means a contribution of goods or services received by a **candidate committee, joint candidates committee, political committee, continuing political committee, political party committee, or legislative leadership committee**, which contribution is paid for by a person or entity other than the recipient committee, but does not include services provided without compensation by an individual volunteering a part of or all of his or her time on behalf of a candidate or committee.
- **“Continuing Political Committee”** includes any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least \$4,300 to aid or promote the candidacy of an individual, or the candidacies of individuals, for elective public office, or the passage or defeat of a public questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined by the Commission to be a continuing political committee in accordance with N.J.S.A. 19:44A-8(b) et seq.
- **“Candidate Committee”** means a committee established by a candidate pursuant to N.J.S.A. 19:44A-9(a), for the purpose of receiving contributions and making expenditures.
- **“State Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-4.
- **“County Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-3.
- **“Municipal Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-2.
- **“Legislative Leadership Committee”** means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly, or the Minority Leader of the General Assembly pursuant to N.J.S.A. 19:44A-10.1 for the purpose of receiving contributions and making expenditures.
- **“Political Party Committee”** means:
 1. The State committee of a political party, as organized pursuant to N.J.S.A. 19:5-4;
 2. Any county committee of a political party, as organized pursuant to N.J.S.A. 19:5-3; or
 3. Any municipal committee of a political party, as organized pursuant to N.J.S.A. 19:5-2.

Agency Submission of Forms

The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to cd134@treas.state.nj.us or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9th Floor, Trenton, NJ 08625. Original forms should remain with the Agency and copies should be sent to the Chapter 51 Review Unit.

Questions & Answers

Questions regarding the interpretation or application of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or Executive Order 117 (2008) may be submitted electronically through the Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/execorder134.shtml>. Responses to previous questions are posted on the website, as well as additional reference materials and forms.

NOTE: *The Chapter 51 Q&A on the website **DOES NOT** address the expanded pay-to-play requirements imposed by Executive Order 117. The Chapter 51 Q&A are only applicable to contributions made prior to November 15, 2008. There is a separate, combined Chapter 51/E.O. 117 Q&A section dealing specifically with issues pertaining to contributions made after November 15, 2008, available at: <http://www.state.nj.us/treasury/purchase/execorder134.shtml#state>.*

00901 NOTICE OF EXECUTIVE ORDER 125 REQUIREMENT FOR POSTING WINNING PROPOSAL AND CONTRACT DOCUMENTS

Pursuant to Executive Order No. 125, signed by Governor Christie on February 8, 2013, the Office of the State Comptroller ("OSC") is required to make all approved State contracts for the allocation and expenditure of federal reconstruction resources available to the public by posting such contracts on an appropriate State website. Such contracts are posted on the New Jersey Sandy Transparency website located at:

<http://nj.gov/comptroller/sandytransparency/contracts/sandy/>.

The contract resulting from this RFQ/RFP is subject to the requirements of Executive Order No. 125. Accordingly, the OSC will post a copy of the contract, including the RFQ/RFP, the winning bidder's proposal and other related contract documents for the above contract on the Sandy Transparency website.

In submitting its proposal, a bidder may designate specific information as not subject to disclosure. However, such bidder must have a good faith legal and/ or factual basis to assert that such designated portions of its proposal (i) are proprietary and confidential financial or commercial information or trade secrets or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the proposal of any such designation should be clearly stated in a cover letter, and a redacted copy of the proposal should be provided.

The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the winning bidder accordingly. The State will not honor any attempt by a winning bidder to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal. In the event of any challenge to the winning bidder's assertion of confidentiality with which the State does not concur, the bidder shall be solely responsible for defending its designation.

¹ Contributions made by a spouse, civil union partner or resident child to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides are permitted.

DIVISION 1 - GENERAL REQUIREMENTS

01010 SCOPE OF WORK

The contractor shall provide safety, supervision, labor, equipment, materials and supplies necessary to supply, fabricate, store, install, clean, test and/or perform miscellaneous pipe repairs to PVSC plant infrastructure on an as needed basis for a two (2) year period.

It is the intent of this contract to provide for supplementary piping repair work and related services which are provided on an as needed "Time and Material" basis for various tasks including but not limited to emergency services, unscheduled repairs and system modification tasks as instructed by the owner/engineer

Work shall include but not be limited to the following:

- Pipe Fitting Services
 - General Pipe Repairs
 - Removal and Installation
 - Rigging, Settling, Leveling and Alignment as required.
- Procurement of miscellaneous pipe system materials i.e.:
 - Piping i.e. Stainless Steel, Ductile Iron, PVC, etc.
 - Valves
 - Pipe Hangers
 - Pipe Supports, etc.
- Shop Fabrication
- General Labor & Demolition
- Clean up job site and disposal of debris.

01011 ERRORS OR OMISSIONS OF DETAILS IN SPECIFICATIONS

Errors in the specifications which are purely typographical shall be interpreted as would be the logical conclusion or brought to the attention of the Owner for interpretation.

The Contractor is required to check all dimensions and quantities on any drawings or schedules made available by the Owner, and shall notify the Owner of all errors therein which he may discover by such examination.

01025 PAYMENT

The contractor's Payment Application will be based upon work completed and certified by the Plant Engineer on the eighteenth (18th) day before the Passaic Valley Sewerage Commission meeting date. A schedule of meeting dates will be furnished to the Contractor. The Payment Application must be submitted to PVSC's Plant Engineer within two (2) working days of the above cutoff date. Payment will be made to the contractor during the week following the Passaic Valley Sewerage Commission meeting.

Payments to the contractor shall be based on submission of a detailed invoice identifying the labor, material, rental equipment (to supply equipment that is not included within this contract) and subcontractor costs, if applicable.

Labor costs shall be reimbursed based on documented timesheet reports of the hours worked times the specific labor rate identified on the T&M Schedule. Overtime hourly work (if approved) will be billed at a cost of 1.5 times the T&M Schedule rate

Rental Equipment costs to supply equipment not included within this contract shall be reimbursed based on documented invoices from all suppliers and/or vendors. Original invoices shall be submitted for every piece of rental equipment procured for each assigned task order for which payment is being requested.

Material Cost shall be reimbursed based on documented invoices from all suppliers and vendors. Original invoices shall be submitted for every item of material purchased for each assigned task order for which payment is being requested. The hypothetical material cost in Section 00400 Supplement to Bid Forms is strictly hypothetical. The Contractor will be reimbursed only for the actual material costs, supported by suppliers and/or vendors invoices and purchased specifically by authorization of the task order.

The contractor shall be entitled to a fixed fee in addition to the actual material and rental equipment costs in accordance with the schedule below. The fixed fee amount shall be included in the overall cost of the individual Task Orders and shall be part of the "not to exceed" amount. Payment of the fixed fee amount shall either be proportionately reimbursed based on the progress payments under the Task Order or at the completion of the task order.

Range		Fixed Fee
\$0.00	\$100.00	\$0.00
\$101.00	\$500.00	\$30.00
\$501.00	\$1,000.00	\$75.00
\$1,001.00	\$5,000.00	\$300.00
\$5,001.00	\$10,000.00	\$750.00
\$10,001.00	\$25,000.00	\$1,750.00
\$25,001.00	\$50,000.00	\$3,750.00
\$50,001.00	\$75,000.00	\$6,250.00
\$75,001.00	\$100,000.00	\$8,750.00
\$100,001.00	\$125,000.00	\$11,250.00
\$125,001.00	\$150,000.00	\$13,750.00
\$150,001.00	\$175,000.00	\$16,250.00
\$175,001.00	\$200,000.00	\$18,750.00
\$200,001.00	\$250,000.00	\$22,500.00
\$250,001.00	\$300,000.00	\$27,500.00
\$300,001.00	\$400,000.00	\$35,000.00
\$400,001.00	\$500,000.00	\$45,000.00
\$500,001.00	\$750,000.00	\$62,500.00
\$750,001.00	\$1,000,000.00	\$87,500.00
\$1,000,001.00	\$2,000,000.00	\$150,000.00

01037 REPLACEMENTS

In the event of damage to any PVSC property or equipment, immediate necessary repairs and/or replacements shall be made subject to the approval of the Engineer, and at no additional cost to the Owner.

In the event of damage to any equipment critical to the Sewerage Treatment Plant, repairs will be made by PVSC and the cost will be back charged to the Contractor.

01038 CARE AND PROTECTION OF PROPERTY AND MATERIALS

From the commencement of the work until its completion, the Contractor shall be solely responsible for damages caused to the property of the Owner, for the care, protection and security of the work covered by the contract, and for all materials delivered to the site or incorporated in the work.

01040 CONCURRENT WORK AND OTHER CONTRACTORS

The right is reserved by the Owner to do work using its own forces or other contractors and to permit public utility companies and others to do work during the progress and within the limits of or adjacent to the Project, and the Contractor shall conduct his work and cooperate with such other parties so as to cause as little interference as possible with such other work, as the Owner may direct.

If, in the judgment of the Owner, the joint occupation of the site of the work by the Owner or by two (2) or more contractors working on different contracts at the same time actually impedes progress in the work herein described, the Owner may extend the time for the completion of the work and in an amount which accords with and compensates for the delays so caused.

01046 WORKING HOURS

Contractor will have access to the site and work of this contract during normal PVSC working hours (7:45 a.m. to 4:15 p.m.), five (5) days per week, with the exception of PVSC Holidays. Other hours require PVSC consent and approval. A list of PVSC Holidays will be provided to the contractor.

01048 SUBCONTRACTORS / OEM OR SPECIALTY SUBCONTRACTOR SERVICES

The Contractor shall, within ten (10) days after "Notice to Proceed" notify the Engineer in writing of the names, addresses and experience records of subcontractors (if any) he proposes for principal parts of the work. PVSC reserves the right to review the qualifications of all subcontractors and to reject any deemed not qualified to perform the work required. Subcontractors must be covered by insurance as required in the General Conditions, Section 00727.

The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them as he is for acts and omissions of persons directly employed by him. He further agrees that he will bind his subcontractors to each and every part of the Contract Documents.

Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Owner.

When requested by the Engineer, work shall include the services of a qualified factory-trained field representative of the manufacturer or specialty subcontractor to properly assist the Contractor for diagnostic services, repair and removal, or installation and startup at cost +5%. The Contractor must submit a clear legible copy of the OEM or Specialty Subcontractors services invoice with his payment request in order to get reimbursed for their services.

The pricing of the OEM and Specialty Subcontractor Services must be reasonable and competitive with prevailing market pricing.

01049 WORK BY PVSC PERSONNEL

The right is reserved by the owner to do work using its own forces and/or other contractors to do work during the progress and within the limits of or adjacent to the work of this contract, and this contractor shall conduct his work and cooperate with such other parties so as to cause as little interference as possible with such other work.

01300 SUBMITTALS

The Contractor shall submit for the Owner's review and approval, Shop Drawings showing the details of all materials, equipment and installations which the Contractor proposes to furnish in conformance with the Specifications. The Shop Drawings shall be reviewed for conformance with all the Contract Documents.

The Shop Drawings shall consist of catalog cuts, manufacturer's details, text, drafted drawings, layout drawings, assembly drawings, floor plans and any other documents which describe the item being submitted.

Shop Drawings shall give all ratings, configurations, dimensions and ancillary items in sufficient detail to enable the Owner to pass on the suitability of the equipment, materials or layout for the purpose intended. The drawings shall, where needed for clarity, include outline and sectional views, and detailed dimensions and designations of the kind of material. Drawings for submission shall be coordinated by the Contractor with the drawings previously approved and with the existing space, equipment, structure, and all other requirements of the Contract.

The Contractor shall submit four (4) copies of all Shop Drawings for approval. The Owner shall retain two (2) copies for his records, and return two (2) to the Contractor.

01310 SCHEDULING

Within ten (10) days from receiving the Notice to Proceed from PVSC, the contractor shall meet with the PVSC Plant Engineer to receive a schedule from PVSC.

It is understood and agreed that the contractor will not be penalized for delays when the Owner determines that the contractor is without fault and the contractor's reasons for requesting a time extension to complete the service work is acceptable to the Owner.

The contractor shall report to the site with adequate workforce to perform all service work requested or to make necessary repairs commencing within three (3) days of receiving notice from PVSC by telephone, e-mail, US mail and/or fax.

01315 LIQUIDATED DAMAGES

If the Contractor shall fail to complete the work within the time specified in the contract, or within such further times as may be properly granted by the Owner in accordance with the provisions of this contract, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, (Section 00500), not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall exceed the time stipulated in the contract for completing the work.

In accordance with N.J.S.A. 40A:11-17, the Contractor shall also be responsible for any additional architectural, engineering and/or inspection costs resulting from failure to complete the contract within the stipulated time.

The said amount(s) shall be recovered by the Owner by deducting the same out of any monies due or that may become due to the Contractor, and if said monies are insufficient to cover said damages, then the Contractor or his Surety shall pay the amount of the difference.

It is also understood and agreed that the Contractor will not be charged with the liquidated damages for that period of time during which the Owner determines that the Contractor is without fault and that the Contractor's reasons for requesting a time extension are acceptable to the Owner.

01410 TESTING OF MATERIALS

The Commission may hire a testing laboratory to determine if the materials conform to the specifications. If the specifications are not met, the materials will be rejected and the cost of testing will then be paid by the vendor.

01420 INSPECTION AND ACCEPTANCE

Inspection of materials by the Commissions' personnel shall not relieve the vendor of any obligations to fulfill the terms of this contract, and any defective part found at the time of installation shall be made good. All unsuitable materials shall be rejected notwithstanding that such part and materials have been previously overlooked by the Engineer and accepted.

01421 DEFECTIVE WORK, EQUIPMENT OR MATERIALS

If the Contractor shall fail or neglect to replace any defective work or to discard condemned materials within two (2) days after the service by the Owner of an order to replace such defective work or discard such equipment or materials, or to prove to the satisfaction of the Owner that he is initiating effective efforts to replace defective materials, the Owner may cause such defective work to be replaced or the condemned materials to be discarded, and acceptable materials provided. The expense thereof shall be deducted from the monies as are or may become due under this contract; or if such monies are not sufficient to meet said expense, the additional monies shall be furnished by the contractor or his Surety. If, during the warranty period provided for hereinafter, any work done in accordance with that article shall be found defective before the end of the warranty period, such defective work shall be made good in the same manner as provided herein. The Owner will have the option at all times to allow the defective or improper work to stand and to accept an equitable deduction from the contract price therefore.

01422 OWNER'S RIGHT TO DO WORK AND THREE-DAY CLAUSE

If the Contractor or his subcontractors should neglect to prosecute the work properly or fail to perform any provisions of the contract documents, the Owner, after three (3) days written notice to the Contractor may without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

01602 TOOLS, EQUIPMENT AND UTILITIES

All tools, and equipment, required to perform the work described in the contract shall be provided by the Contractor.

01603 SAFETY

The Contractor is solely responsible for the safety of its employees, subcontractors, suppliers and representatives, including but not limited to the development and implementation of effective safety practices and programs in accordance with Federal, State and Local requirements, including the requirements of PVSC's Construction Safety & Health Manual for Contractors:

<http://www.nj.gov/pvsc/home/forms/pdf/ConstructionSafetyHealthManualforContractors08272012.pdf>

Prior to commencing any work at the site the Contractor shall designate in writing to PVSC the name of the person who is their on-site safety officer. The Contractors

designated on-site safety officer shall be in charge of all of the safety programs of the Contractor and will be responsible to ensure the proper development, implementation and enforcement of all necessary and appropriate safety practices. The Contractor's designated on-site safety officer shall be on site **at all times** that work is being conducted, and shall be solely responsible for supervision of the Contractor's employees, subcontractors, suppliers and representatives for safety.

The Contractor throughout the work of this contract shall comply with the PVSC Safety Rules, as well as the Federal Occupational Safety and Health Act and the applicable New Jersey Department of Labor Administrative Codes. The Contractor will be provided with a copy of the PVSC Safety Rules, these rules, including the wearing of protective head gear, shall be strictly enforced by the Contractor in respect to his own employees, subcontractor's employees, and other personnel engaged in business with the Contractor on PVSC's property.

Contractor's (and subcontractor's) personnel when on PVSC property shall prominently display the Company Name or Logo on their safety helmet (hard hat).

The Contractor is advised of the 15 MPH speed limit on all plant roads, and will be held responsible for his employees (and subcontractors) compliance with this and all rules for traffic safety in the plant.

All Contractors' personnel shall wear OSHA approved hard hats and shall display a clearly visible Company Logo on the hat.

The Contractor's attention is directed toward several OSHA Safety and Health Standards and New Jersey Labor Department Administrative Codes that influence the conduct of his work in specific areas.

1. OSHA Confined Space Standard, 29 CFR 1910.146 – Work in Confined Spaces
2. OSHA Control of Hazardous Energy (Lockout/Tagout) Standard, 29 CFR 1910.147 (Electrical energy lockout and other energy sources such as steam, air, liquids.)
3. NJAC 7:31-1-6 – Toxic Catastrophe Prevention Act
4. NFPA 70E – Standard for Electrical Safety in the Workplace

Before any work commences on PVSC property, the Contractor's Superintendent shall contact the PVSC Facility Supervisor at the site. The PVSC Supervisor will inform the Contractor of the PVSC emergency plant evacuation plan and where he is to assemble his personnel.

The Contractor shall instruct and show his personnel where to assemble, at the sound of the PVSC emergency evacuation siren. The Facility Supervision will notify the Contractor's personnel of the emergency evacuation route they are to follow. At the assembly point, the Contractor's person in charge shall account for all his personnel, supply transportation, and see that they utilize the prescribed evacuation route.

Where portions of the work of the contract fall under the authority of these Administrative Codes for Public Employees, the Contractor shall at all times maintain safety standards for his employees at least as comprehensive as that imposed by the Codes. This includes, for example (and not limited to), monitoring of air in confined spaces with appropriate instrumentation for noxious or toxic gases % oxygen, and lockout and tagout of hazardous energy such as electrical, steam, air or liquids under pressure.

The Contractor shall be responsible for providing first aid, and emergency medical assistance for any of his employees injured on the work site. The Contractor shall be responsible for arranging emergency assistance with local hospitals, and/or EMT services. The Contractor's arrangements shall be submitted in writing, with required telephone numbers to PVSC's Security Department. PVSC Security will summon the Contractor's emergency personnel, if the Contractor calls PVSC Security from any in plant telephone.

Contractor's personnel will not be treated in the PVSC Dispensary for minor injuries, cuts or services.

01604 MATERIALS HANDLING AND STORAGE

Material storage and staging area shall be approved by the Owner. All equipment and materials to be incorporated in the work shall be so placed as not to injure the work or the Owner's property as so that free access may be had at any time to all parts of the work, and to all utility installations in the vicinity of the work.

Materials and equipment shall be kept neatly piled and compactly and conveniently stored so as to inconvenience as little as possible travel in the area. Contractor shall obtain approval of PVSC for storage of his materials and equipment.

All loss, injury, or damage to the work or materials from whatever cause, shall be made good at the Contractor's expense.

Contractor shall be responsible for daily cleanup.

All removed materials, rubbish and other things not required to be incorporated in the work shall be promptly removed from the property.

The Contractor will be responsible for the security of his tools, equipment and all his materials.

Any spillage caused by the Contractor, his subcontractors, suppliers or his equipment, while on PVSC property, shall be the Contractor's responsibility to properly clean up at the Contractor's expenses. The clean up shall meet all Federal and State requirements, including proper documentation as may be required.

01630 DOMESTIC PRODUCTS AND MATERIALS

In accordance with N.J.S.A. 40A:11-18, only products and materials produced, mined or manufactured in the United States which will ultimately become the property of the PVSC may be used in this contract.

This section shall not apply with respect to domestic materials, if domestic materials of the class or kind to be used are not mined, produced or manufactured, as the case may be, in the United States in commercial quantities and of a satisfactory quality or in respect to some particular domestic materials it is impracticable to make such requirement or that it would unreasonably increase the cost, an exception shall be permitted. Any request for exception of this requirement shall be in writing and shall be approved by the Engineer.

01710 QUALIFICATION OF CONTRACTOR

The Contractor and his personnel must be experienced in the type of work specified herein.

The Contractor shall have experience in Industrial and Architectural Painting in Sewerage Treatment Plants, Pump Stations or similar facilities.

The contractor shall insure that all requested coating projects etc. shall be performed by personnel who are trained to provide the type of service specified within this contract specifications.

The Contractor shall supply certification of this experience by furnishing at least three (3) customers (with names and addresses and telephone numbers) where he had performed work of a similar nature and the dates the work was performed. Reference Section 00401 – Supplement to Bid Forms.

01720 TRADE PRACTICE/SUPERVISION

The Contractor shall retain skilled craftsmen for the duration of the job and shall provide continual supervision to insure that good trade practices, including safety, are adhered to.

Further, the Contractor's Supervisor and/or trade Foreman shall be available for consultation with regard to work performed under this specification, to the PVSC designated representative, throughout each day for the duration of the contract.

Contractor will be held responsible for the conduct of his personnel on site, and shall promptly remove individuals who are drunk, disorderly, or found with controlled substances, when requested by the Owner.

Parking for Contractor trucks and employees vehicles with the plant is at the Commission convenience. Parking shall be where designated by the Commission and is subject to change.

01730 WARRANTY AND QUALITY ASSURANCE

Contractor shall warrant all work to PVSC for one (1) year against defective materials and workmanship. Warranty to begin with date of acceptance by PVSC.

Inspection of work and materials by the Owner shall not relieve the Contractor of any obligations to fulfill the terms of this contract, and any defective work found at the time of installation shall be made good. All unsuitable materials shall be rejected notwithstanding that such materials have been previously overlooked by the Owner and accepted.

The work site shall remain open to the Owner for purposes of inspection. The Owner reserves the right to halt progress as he deems the specifications or the intent of the specifications are not being adhered to. The terms Owner, Engineer or Plant Engineer, shall be construed to be interchangeable in this Contract.

END OF SECTION

DIVISION 15 - MECHANICAL

15000 SCOPE OF WORK

The contractor shall provide safety, supervision, labor, equipment, materials and supplies necessary to supply, fabricate, store, install, clean, test and/or perform miscellaneous pipe repairs to PVSC plant infrastructure on an as needed basis for a two (2) year period.

It is the intent of this contract to provide for supplementary piping repair work and related services which are provided on an as needed "Time and Material" basis for various tasks including but not limited to emergency services, unscheduled repairs and system modification tasks as instructed by the owner/engineer

Work shall include but not be limited to the following:

- Pipe Fitting Services
 - General Pipe Repairs
 - Removal and Installation
 - Rigging, Settling, Leveling and Alignment as required.
- Procurement of miscellaneous pipe system materials i.e.:
 - Piping i.e. Stainless Steel, Ductile Iron, PVC, etc.
 - Valves
 - Pipe Hangers
 - Pipe Supports, etc.
- Shop Fabrication
- General Labor & Demolition
- Clean up job site and disposal of debris.

15001 REFERENCE SPECIFICATION CODES AND STANDARDS

The most recent edition of the publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

Provide manufacturer's certification that materials meet or exceed minimum requirements as specified.

American Society for Testing and Materials (ASTM)

ASTM A307 - Standard Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength

ASTM B429- Standard Specification for aluminum structural pipe and tube

ASTM A312- Standard Specification for seamless and welded austenitic stainless steel pipe

ASTM A395 – Standard Specification for Ferritic Ductile Iron Pressure Retaining Castings.

ASTM A403 - Standard Specification for Wrought Austenitic Stainless Steel Piping Fittings.

ASTM A530 - Standard Specification for General Requirements for Specialized Carbon and Alloy Steel Pipe.

ASTM A536 – Standard Specification for Ductile Iron Castings.

ASTM A778 - Standard Specification for Welded, Unannealed Austenitic Stainless Steel Tubular Products.

ASTM D1784 - Standard Specification for Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds.

ASTM D1785 Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120

ASTM F437 - Standard Specification for Threaded Chlorinated Poly (Vinyl Chloride) (CPVC) Plastic Pipe Fittings, Schedule 80.

ASTM F439 - Standard Specification for Chlorinated Poly (Vinyl Chloride) (CPVC) Plastic Pipe Fittings, Schedule 80.

ASTM F441 - Standard Specification for Chlorinated Poly (Vinyl Chloride) (CPVC) Plastic Pipe, Schedules 40 and 80.

ASTM F493 - Standard Specification for Solvent Cements for Chlorinated Poly (Vinyl Chloride) (CPVC) Plastic Pipe and Fittings.

ASTM F593 - Standard Specification for Stainless Steel Bolts, Hex Cap Screws and Studs.

ASTM F594 - Standard Specification for Stainless Steel Nuts.

American Water Works Association (AWWA)

AWWA C111 - Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.

AWWA C606 – Grooved and Shouldered Joints.

American National Standards Institute (ANSI)

ANSI B16.1 - Cast Iron Pipe Flanges and Flanged Fittings Classes 25, 125 and 250.

ANSI B16.5 - Pipe Flanges and Flanged Fittings

ANSI B16.9 - Factory-Made Wrought Steel Butt-welding Fittings

ANSI B36.19 - Stainless Steel Pipe

ANSI B31.1 - Power Piping

American Welding Society (AWS)

AWS A2.4 Standard Symbols for Welding, Brazing and Nondestructive Examination

AWS A3.0 Standard Welding Terms and Definitions

AWS B2.1 Welding Procedure and Performance Qualification

AWS D1.1 Structural Welding Code – Steel

AWS D1.2 Structural Welding Code Aluminum

AWS D1.6 Structural Welding Code Stainless Steel

AWS Z49.1 Safety in Welding and Cutting and Allied Processes

American Water Works Association (AWWA)

AWWA Manual M11 - Steel Pipe - A Guide for Design and Installation

American Society of Mechanical Engineers (ASME)

ASME B31.1 - Power Piping.

American Society for Non Destructive Testing. (ASNT)

ASNT-01 Recommended Practice SNT-TC-1A

Underwriters Laboratories (UL)

National Sanitation Foundation (NSF)

Factory Mutual (FM)

Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

15002 Diagnostic and Cost Estimating, Per Report

At the request of the Plant Engineer, the Contractor shall inspect at the site the requested component and furnish the Plant Engineer with the following:

A written report including color photographs, each photograph or group of photographs shall be captioned to describe a condition shown. The report shall:

- a) Identify the component
- b) Nature and extent of the problem
- c) Specific steps, procedures, specifications for a repair
- d) Safety considerations and requirements
- e) Out-of-Service ramifications, duration of repair
- f) Estimated labor time for each work procedure
- g) List of replacement components required with estimated cost of each
- h) Estimated not to-exceed cost of an overall repair

On repairs to all OEM equipment, mechanisms etc. and when requested by the Engineer, the Contractor shall contact the original equipment Manufacturer (OEM) and request a repair procedure. The OEM procedure should contain an outline of the recommended repair procedure including all parts and supplies required and an estimated time for labor hours required to complete the repair.

The Contractor shall be compensated for the time to perform a diagnostic inspection and write the inspection report. Should the Engineer determine that an OEM Representative is required on site to assist with the diagnostics of the equipment; the Contractor shall be **reimbursed for the cost of the OEM Representative at cost plus 5%.**

NOTE: Contractor's site visits for task estimating purposes for requested work that do not require Diagnostic Service will not be compensated.

The Contractor and the Engineer must agree on a total not to exceed price (labor, parts, supplies, etc.) in writing prior to starting any and all work.

15002.1 Malfunction Report

Vendor shall furnish a malfunction incident report to the Engineer upon completion of each repair/service call. The report shall include, at a minimum, the following: Date and time notified
Date and time of commencement of work

- Type and model number(s) of equipment
- Time expended for repair
- Description of repair necessity
- List of parts replaced

15002.2 Daily Project Report

Contractor shall maintain a complete daily record of all work performed, material and equipment used on the project.

The contractor shall also provide the ENGINEER with Daily work slips showing the following:

- All work performed on the job
- Number of hours on the job (By Labor Classification)
- Cost per hour for labor
- Total labor cost
- Materials used on the job
- Cost of materials
- Total cost of job (labor and materials)

15003 MATERIALS, PARTS AND SUPPLIES

All parts and materials supplied by Contractor under the contract resulting from this Invitation and Bid shall be new, first quality products meeting original equipment manufacturer (OEM) specifications, but are not required to be provided by the OEM.

All materials and supplies shall be billed as per Section 01025

15004 OEM or SPECIALTY SUBCONTRACTOR SERVICES

When requested by the Engineer, work shall include the services of a qualified factory-trained field representative of the manufacturer or specialty subcontractor to properly assist the Contractor for diagnostic services, repair and removal, or installation and startup at cost + 5%. The Contractor must submit clear legible copy of the OEM or Specialty Subcontractors services invoice with his payment request in order to get reimbursed for their services.

The pricing of the OEM and Specialty Subcontractor Services must be reasonable and competitive with prevailing market pricing.

15005 TEMPORARY FACILITIES AND SERVICES

Use of Owner's Water, Electricity and Sanitary Facilities

During the time for completion of this contract, the Contractor will be afforded the use of certain Owner supplied facilities. The Owner's offer make available to the contractor for his use electric, potable water, sanitary facilities and space for the Contractor's office equipment trailer(s) is a gratuitous act on the part of the PVSC (Owner) who no assumes any liability for any claim by the Contractor, Contractor's subcontractors or vendor's personnel arising from the use of following facilities or services.

- A. Electric Service – 120 VAC receptacles will, in general be available to the Contractor for hand tools, provided that the contractor supplies all necessary extension cords and other equipment required for the performance of the work.
- B. Portable Water Service - City of Newark Potable Water will be available to the Contractor, provided that the Contractor supplies all hoses, valves and other equipment required for the performance of the work.
- C. Sanitary Facilities – Existing sanitary facilities maintained by the PVSC (Owner) will be made available for use by the Contractor's personnel provided that the Contractor's personnel using said facilities display acceptable standards relating to cleanliness and neatness.

Continued use by the Contractor of the aforementioned facilities or services will depend upon the Contractor's compliance with all PVSC (Owner) rules and regulations. Any abuse or negligent act on the part of the Contractor or the Contractor's personnel will be cause for the Owner to discontinue the use of these facilities or services by the Contractor.

15006 FIELD ACCEPTANCE TESTS, STARTUP AND TRAINING

After the piping and appurtenances have been installed they shall be inspected, put into final adjustment and given such operation tests with presence of the Engineer as will assure the Engineer that each part and all together are in proper adjustment and satisfactory operating condition and will perform in accordance with the requirements of the specifications.

The Contractor shall submit a test procedure for approval prior to performing the field acceptance test.

The manufacturer shall certify in writing to the Engineer that the installation is in accordance with the Manufacturer's standards, conforms to the specifications and is in proper working order and ready for startup.

When Requested by the Engineer for equipment startup, the Contractor shall provide the services of a qualified, factory-trained representative who shall make no less than one (1) separate trip of not less than one-half day after the equipment is in permanent operating condition to supervise startup and initial operation, to make necessary adjustments and to instruct employees of the Owner in the proper operation and maintenance of the equipment.

15007 MATERIALS AND WORKMANSHIP

All material furnished to be first-class high-grade quality, of best workmanship and design; conforming to pertinent specifications of American Welding Society, American Society of Testing Materials and American Standards Association. No inferior or low grade materials will be approved or accepted. All work assembly and construction to be done in neat, first class manner; based on industry practices.

All parts entering assembly or weldment to be constructed and fabricated for continuous and uninterrupted service to eliminate necessity of attention when operating over long periods.

Suitable provision to be made for easy adjustment or replacement of all parts requiring adjustment or renewal.

The Contractor is responsible for ensuring dimensions are confirmed and suit job conditions. Information pertaining to field fabrication processes, techniques of construction and coordination of work are sole responsibility of Contractor.

15008 QUALIFICATIONS - GENERAL

The Contractor shall have experience in the construction modifications or maintenance in Sewerage Treatment Plants, Pump Stations or similar facilities.

The contractor shall insure that all requested repairs, pipefitting and fabrication etc. shall be performed by personnel who are trained to provide the type of service specified, and as outlined in Section 01710 Qualifications of Contractor.

15009 SAFETY

In addition to the safety requirements of contract section 01603, special safety precautions during welding shall conform to AWS Z49.1.

15010 EQUIPMENT AND SUPPLIES

The contractor shall provide equipment, materials and supplies necessary to supply, fabricate, store, install, clean, test and/or perform miscellaneous pipe repairs to PVSC plant infrastructure on an as needed basis for a two (2) year period.

General examples of items that are to be included with the Contractor General Equipment and are not considered reimbursable materials and supplies are listed specifically within **CONTRACTOR'S WORK FORCE** Sections 15012.1 through 15012.3 and include but are not necessarily limited to the following:

- Ladders and Scaffolding
- Air Monitors
- Lighting
- Protective Equipment – Tyvec Suits, Gloves, etc.
- All hand power tools
- Hoists
- Dewatering Pumps
- Welding Equipment
- Roll Groovers

All welding equipment, electrodes, welding wire and fluxes shall be capable of producing satisfactory weld when used by a qualified welder or welding operator performing qualified welding procedures. All welding equipment and materials shall comply with the applicable requirements of AWS D1.1.

15011 EXECUTION

The contractor shall verify all dimensions, grades, elevations, job conditions, and shall make any field measurements necessary and shall be fully responsible for accuracy and layout of

work. The contractor shall review the drawings and any discrepancies shall be reported to the engineer for clarification prior to starting fabrication.

15011.1 PRODUCTIVITY

The productivity rate for work performed under this contract shall be equal to or greater than the productivity rate for similar tasks as published in the most recent edition of RS Means "Building Construction Data".

15011.2 FABRICATIONS

Wherever possible, fabrications of sub-assemblies or finished items shall be done in the contractor's shop.

Materials and sub-assemblies shall be properly marked and match marked as required for field assembly.

15011.3 INSTALLATION

All Pipe, fittings and ancillary piping system materials shall be installed true to grade and alignment or as directed by owner/engineer. Pipe anchorage and /or restraint shall be provided where required or as directed by owner/engineer.

All Pipe, fittings and ancillary piping system materials shall be protected from dirt, oil, grease and other foreign matter during installation to prevent damage to pipe and assure no foreign matter is left in the piping.

The installation of all piping, fittings and ancillary piping system materials shall be strictly in accordance with the manufacturers technical data and printed instructions or as directed by the owner/engineer.

15012 CONTRACTOR'S WORK FORCE

The Contractor shall employ a sufficient work force of qualified laborers, pipe fitters and supervision etc. to maintain the schedule established by the Plant Engineer. The contractor is not expected to maintain a full-time workforce on-site unless work is available to maintain such workforce. However, the contractor shall report to the site with adequate workforce to perform all work requested or to make necessary repairs commencing within three (3) days of receiving notice from PVSC by telephone, e-mail, US mail and/or fax. Depending on the amount of work assigned, this may require the Contractor to retain additional resources.

For work on this contract, all crews shall include a foreman trained for confined entry procedures whose responsibility shall be the training and direction of the other crew members. This person or a designated replacement shall be at the work site at all times. Following indoctrination of all site workers in accordance with activity, a permit signed by the foreman shall be provided for each worker in the confined entry activity. These written regulations and the individual permits shall be kept on site for the duration of the activity.

The foreman shall be trained for the setup, testing and calibration of the meter for the atmospheric testing. A minimum of one other person on the crew must be capable of this setup, testing and calibration. In areas of confined entry, there shall be no work unless there is in use a functioning meter at all times in the immediate work area and a spare meter on site as a backup.

The written procedure for the activity shall as a minimum describe the specific activity, the nature of the confined area, the possible risks, the entrance procedure, the exit procedure, response to emergency procedure and immediate telephone or radio contacts.

The foreman and those working under the foreman shall be trained in confined entry procedures. Where applicable to the work, a written procedure specific to the work must be on

site with the foreman at all times and the foreman shall be required to issue daily or work shift permits for each person in his charge as well as for plant personnel who have reason for being in the area of work. The foreman shall have direct responsibility for compliance with the written confined entry procedures by every person in the work area.

15012.1 Site Labor Crew

Work under this section shall involve physical labor at various site locations including heavy construction projects, tunnel and shaft excavations, and demolition sites. Laborer shall be required to operate hand and power tools of all types: air hammers, earth tampers, cement mixers, small mechanical hoists, surveying and measuring equipment, and a variety of other equipment and instruments. Laborer shall be required to clean and prepare sites, dig trenches, set braces to support the sides of excavations, erect scaffolding, clean up rubble and debris, may assist other craft workers.

The Site Labor Crew shall have on site all tools of the trade required to properly perform all work required to from his craft. These tools include but are not limited to the following:

- Personal Hand Tools of all types
- Air Hammers, Sawzall
- Mechanical Hoists
- General Burning Equipment.
- Pressure Washers
- Pumps and Hoses
- Ladders
- Other General Use Tools

15012.2 Site Pipefitting Crew

Work under this item shall include services of a qualified pipefitter with all tools and equipment bid for each hour on site. The pipefitters shall have the capacity to layout, assemble, fabricate, and perform repairs on mechanical piping systems at various PVSC facilities.

The Pipefitters shall have on site all tools of the trade required to properly perform all work required from his craft. These tools include but are not limited to the following.

- Personal Hand Tools and Wrenches
- Threaders and Pipe Cutters
- Mechanical Hoists
- Hammer Drills
- Ladders
- Roll Groovers
- Core Drilling Equipment
- Other General Tools

15012.3 Shop Fabrication Crew

Work under this item shall include services of a qualified pipe fabricator with all equipment bid for each hour on site except the fabrication shall be performed in the **contractors off site shop**. Shop Fabrication items shall then be delivered to the site for installation. The contractor shall be required to advise the Engineer of the specifics of the work to be done and receive the approval of the Engineer prior to the start of work.

The Shop Fabrication Crew shall have on site all the tools of the trade required to properly perform all work required from his craft, including but not limited to the following:

- Heli Arc, Stick Weld
- Ladders
- Mechanical Hoists
- Stick Weld
- Tig, Mig and Arc Welding Equipment
- Other General Hand Tools i.e. Screwdrivers; Channel Locks; Pliers, Shears, Mallets, Punches, Files, Snips etc.
- Forming Machines i.e. Power Hammers, Shrinkers - Stretchers etc.
- Welding, Brazing and soldering equipment
- Stainless Tig and Mig Welding Equipment
- Torches, etc.

15013 FIELD EQUIPMENT / RENTAL EQUIPMENT / RENTAL RATES

Costs for the Contractor to supply rental equipment that is not included within this contract shall be based on documented invoices, plus a fixed fee in accordance with a fee schedule provided in Section 01025

In addition to the usual field maintenance equipment; vehicles, hoists, compressors, tools and the like, the successful bidder will be required to have ladders, all safety equipment, air monitors, harnesses, etc. for purposes of providing on-site repair of equipment. A request for these services will be advised with sufficient notice to allow fitting the crew and trucks for the specific work. The Contractor shall be expected to commence the service operation within three (3) working days of the request for service. The operation will be as directed by the Engineer who may, entirely at his option, terminate the service for whatever reason.

Laborers required in addition to the above specified persons shall be provided and paid for in accordance with the items bid for these services.

15013.1 Contractor Owned Equipment

Should the contractor be required to supply equipment that he owns that is not specifically identified within these contract requirements, the cost to do so shall be included in the contractors hourly rate per person identified in Section 00400

15014 EMERGENCY BREAKDOWN

In the case of equipment breakdown, which shall constitute a request for emergency service, the contractor shall respond within a maximum of one (1) working day after receipt of such request for service by PVSC. Contractor shall be capable of performing such work on a twenty-four (24) hour basis, seven (7) days a week. Contractor shall provide PVSC with name and telephone numbers of the person to be contacted. (It is understood that work in excess of 8 hours per day or 40 hours per week would compensate at premium rates in accordance with the contractors T&M Schedule).

15015 WORK PERFORMED BY PVSC

It is anticipated that PVSC will perform most of the minor electrical work, draining of pipe lines and or tanks if required and other ancillary to work under this contract as necessary (e.g. disconnection, reconnection of power, controls, etc.)

THE COMMISSION RESERVES THE RIGHT TO PERFORM WORK WITH THEIR OWN WORK FORCE OR OBTAIN COMPETITIVE BIDS AND/OR QUOTES, AND IS UNDER NO

OBLIGATION TO USE THE CONTRACTORS WORK FORCE AND CAN STOP WORK AT ANYTIME.

END OF SECTION



State of New Jersey
Division of Purchase and Property
Two-Year Chapter 51 / Executive Order 117 Vendor Certification and
Disclosure of Political Contributions

CHAPT 51/EO 117-1

For AGENCY USE ONLY	
General Information	
Solicitation, RFP or Contract No _____	Award Amount _____
Description of Services _____	
Agency Contact Information	
Agency _____	Contact Person _____
Phone Number _____	Agency Email _____

Part 1: Vendor Information

Full Legal Business Name _____
(Including trade name if applicable)

Business Type ☐ Corporation ☐ Limited Partnership ☐ Professional Corporation ☐ General Partnership
 ☐ Limited Liability Company ☐ Sole Proprietorship ☐ Limited Liability Partnership

Address 1 _____ Address 2 _____
City _____ State _____ Zip _____ Phone _____

Vendor Email _____ Vendor FEIN _____

Part 2: Public Law 2005, Chapter 51/ Executive Order 117 (2008) Certification

I hereby certify as follows:


1. On or after October 15, 2004, neither the below-named entity nor any individual whose contributions are attributable to the entity pursuant to Executive Order 117 (2008) has solicited or made any contribution of money, pledge of contribution, including in-kind contributions, company or organization contributions, as set forth below that would bar the award of a contract to the vendor, pursuant to the terms of Executive Order 117 (2008).
 - a) Within the preceding 18 months, the below-named person or organization has not made a contribution to:
 - (i) Any candidate committee and/or election fund of any candidate for or holder of the public office of Governor or *Lieutenant Governor*;
 - (ii) Any State, county, *municipal* political party committee; OR
 - (iii) Any *legislative leadership committee*
 - b) During the term of office of the current Governor(s), the below-named person or organization has not made a contribution to:
 - (i) Any candidate, committee and/or election fund of the Governor or *Lieutenant Governor*; OR
 - (ii) Any State, county or *municipal* political party committee nominating such Governor in the election preceding the commencement of said Governor's term
 - c) Within the 18 months immediately prior to the first day of the term of office of the Governor(s), the below-named person or organization has not made a contribution to:
 - (i) Any candidate, committee and/or election fund of the Governor or *Lieutenant Governor*; OR
 - Any State, county, *municipal* political party committee of the political party nominating the successful gubernatorial candidate(s) in the last gubernatorial election

PLEASE NOTE: Prior to November 15, 2008, the only disqualifying contributions include those made by the vendor or a principal owning or controlling more than 10 percent of the profits or assets of a business entity (or 10 percent of the stock in the case of a business entity that is a corporation for profit) to any candidate committee and/or election fund of the Governor or to any state or county political party within the preceding 18 months, during the term of office of the current Governor or within the 18 months immediately prior to the first day of the term of Office of Governor.

Part 3: Disclosure of Contributions Made

CHAP 51/ EXO 117 -2

☐ **Check this box if no reportable contributions have been made by the above-named business entity or individual.**

Name of Recipient	Address of Recipient
Date of Contribution	Amount of Contribution
Type of Contribution (i.e. currency, check, loan, in-kind)	
Contributor Name	
Relationship of Contributor to the Vendor	
Contributor Address	
City	State  Zip

Add a Contribution

If this form is not being completed electronically, please attach pages for additional contributions as necessary. Otherwise click "Add a Contribution" to enter additional contributions.

Part 4: Certification

CHAPT 51/EO 117-3

I have read the instructions accompanying this form prior to completing this certification on behalf of the above-named business entity. I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

I understand that this certification will be in effect for two (2) years from the date of approval, provided the ownership status does not change and/or additional contributions are not made. If there are any changes in the ownership of the entity or additional contributions are made, a new full set of documents are required to be completed and submitted. By submitting this Certification and Disclosure, the person or entity named herein acknowledges this continuing reporting responsibility and certifies that it will adhere to it.

(CHECK ONE BOX A, B or C)

- (A) ☐ I am certifying on behalf of the above-named business entity and all individuals and/or entities whose contributions are attributable to the entity pursuant to Executive Order 117 (2008).
- (B) ☐ I am certifying on behalf of the above-named business entity only.
- (C) ☐ I am certifying on behalf of an individual and/or entity whose contributions are attributable to the vendor.

Signed Name _____ Print Name _____

Phone Number _____ Date _____

Title/Position _____

Agency Submission of Forms

The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to cd134@treas.state.nj.us, or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9th Floor, Trenton, NJ 08625. The agency should save the forms locally and keep the original forms on file, and submit copies to the Chapter 51 Review Unit.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

RFP/BID:

Bidder/Offeror: _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the Passaic Valley Sewerage Commission must complete the certification below to attest, under penalty of perjury, that the person or entity's, subsidiaries, or affiliates is not identified on a list created and maintained by the N.J. Department of the Treasury as a person or entity engaging in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List") 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 PVSC finds a person or entity to be in violation of the principles which are the subject of this law, it shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

PLEASE CHECK THE APPROPRIATE BOX:

☐ I certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

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

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

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

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

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 above-referenced person or entity. I acknowledge that the State of New Jersey 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 any contracts with the State to notify the State 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 State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) _____
Signature _____

Title: _____
Date: _____

THE PARTICULAR PREVAILING WAGE SCHEDULES
INCLUDED IN THIS CONTRACT ARE NOT REPRINTED HERE
DUE TO SIZE.