



"Protecting Public Health and the Environment"

CONTRACT NO. B079A

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

CONTRACT AND SPECIFICATIONS

FOR

FEMA PROJECT WORKSHEET PLANTWIDE WORK ORDERS

August 2017

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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 Activities in Iran Form

APPENDIX 3

American with Disabilities Act (ADA) of 1990

APPENDIX 4

Prevailing Wages:

- **Essex County**
- **Statewide – NJ**
- **Federal – Essex County, NJ**

00000 **BID DOCUMENT SUBMISSION CHECKLIST**

CONTRACT NO. B079A

FEMA PROJECT WORKSHEET PLANTWIDE WORK ORDERS

	Item	Contract Section	Initial Each Item Submitted with Bid
1.	Disclosure of Investment Activities in Iran (next to last paragraph)	00100 & Form Appendix 2	
2.	Contractor's NJ Dept. of Treasury Business Registration Certificate	00100	
3.	Signature/Bid Form	00300	
4.	Bid Bond or Certified Check	00301	
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10.	Submittal of Bid	00305 Item P	
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12.	Supplement to Bid Forms Reference Questionnaire	00401	
13.	Acknowledgment of Receipt of Changes to Bid Documents	00402	
14.	Subcontractor's Listing	00403	
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16.	Insurance Requirements	00727	
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18.	Notice to all State Vendors	00833	
19.	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	

The following are the documents statutorily required with the submission of the bid proposal: Disclosure of Investment Activities in Iran (N.J.S.A. 52:32-58); Bid Bond or Certified Check (N.J.S.A. 40A:11-21); Consent of Surety (N.J.S.A. 40A:11-22); Statement of Corporate Ownership (N.J.S.A. 52:25-24.2); Acknowledgement of Receipt of Changes to Bid Documents (N.J.S.A. 40A:11-23.1(a)); and Subcontractor's Listing (N.J.S.A. 40A:11-16). The Contractor may include all other documents at his option.

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 August XX, 2017 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 will be held at 10:00 AM on August XX, 2017 at the **PVSC's OEM Main Conference Room, second floor, Operations Engineering & Maintenance (OEM) Building, 600 Wilson Avenue, Newark NJ**. Bidders are strongly encouraged to attend.

Work to be performed under Contract No. B079A includes, but is not limited to, the furnishing of all safety, supervision, labor, materials, supplies, equipment and all other facilities required by the Contract Documents for Plantwide improvements at the PVSC Wastewater Treatment Plant located at 600 Wilson Avenue, Newark, New Jersey 07105. All work will be performed as Task Orders, which will be identified by PVSC and the Program Manager (Engineer). The specific scope of work for each Task Order will be developed by the selected Contractor and the Engineer. The not-to-exceed fee will be assigned based on negotiated hours and equipment, using the bid labor and equipment rates set in this Contract. The Task Order will be signed and issued by PVSC.

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 Picture 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 not to award the contract to any bidder who does not furnish evidence satisfactory to them that he is responsible and that he has sufficient financial resources, ability, experience and equipment to enable him to prosecute the work successfully, and to fulfill all requirements of the Contract.

Each bid must be accompanied by a certified check, or by a bid bond in an amount not less than 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 in Section 00301, 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 ten (10) days after the formal opening of bids, (Sundays and Holidays excepted) 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" found in Section 00303.

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 <http://www.nj.gov/treasury/revenue/busregcert.shtml> or by phone 609-292-1730. Failure to submit proof of registration prior to award of the contract will result in the contract being awarded to the next lowest responsible bidder. Bidder may submit certificate number as proof of certification as a courtesy at time of bid.

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 the Department of Labor and Workforce Development prior to Bid Award.

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 the statutory cite at N.J.S.A. 34:11-56.48 et seq.

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.

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 seq.) 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 <http://www.nj.gov/treasury/revenue/busregcert.shtml> 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 N.J.S.A 19:44A-20.13 et seq.

The bidder to whom a Contract is awarded will be required to provide the necessary documents as required by the statutory and regulatory cites at N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-3.7.

The bidder to whom a Contract is awarded will be required to execute the Contract within ten (10) working days 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.

Simultaneously, with his delivery of the executed Contract, the successful bidder must deliver to the Commission an executed Bond in the sum of 50% of the full amount of the Contract based on the total amount bid in the Schedule of Prices, which said bond will be for the term of the Contract.

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.

The 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 electronically or in writing, to the Passaic Valley Sewerage Commission Purchasing Department for official response. The final day to submit questions shall be **Aug XX, 2017** no later than 11:59 am EST.

Notice of revisions or addenda to the bid documents will be provided [in accordance with N.J.S.A 40A:11-23(c)(2).] no later than seven days, Saturdays, Sundays, or holidays excepted, prior to the date for acceptance of bids, to any person who has submitted a bid or who has received a bid package in any of the following ways: i) in writing by certified mail or ii) by certified facsimile transmission, meaning that the sender's facsimile machine produces a receipt

showing date and time of transmission and that the transmission was successful or iii) by a delivery service that provides certification of delivery to the sender.

Copies of the bidding documents will be available at the offices of the PVSC's Program Manager, a joint venture of AECOM and HDR. The Program Manager's Office is located at PVSC's Plant at 600 Wilson Avenue, Newark, NJ 07105. Regular business hours are 8:15 am to 4:15 pm. Contact is Mr. Steve Biuso (phone 973 817 5744). Cost of the Complete Bidding documents is one hundred dollars (\$100.00) per set (non-refundable) for each set of Contract Documents ordered, payable only by business check to Passaic Valley Sewerage Commission. Bidding documents will be available for examination at the office of the Purchasing Department at Passaic Valley Sewerage Commission. The Purchasing Department telephone number is (973) 466-2723. If for some reason the Contract is not awarded, refunds of the Bidding Documents fee will be immediately returned to Bidders when Bidding Documents are returned in reasonable condition within 90 days of notice that the Contract has not been awarded.

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

Joseph Kelly
CLERK

Contract No. B079A

Date:_____

PASSAIC VALLEY SEWERAGE COMMISSION
PROPOSAL FOR

FEMA PROJECT WORKSHEET PLANTWIDE WORK ORDERS

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 **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.

RESIDENTIAL: _____

BUSINESS: _____

Signed: _____ 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 Commissioners to judge his experience, skill and business standing.

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

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 **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:

CONTRACT NO. B079A

FEMA PROJECT WORKSHEET PLANTWIDE WORK ORDERS

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: _____	Surety: _____
Print Name	Print Name
By: _____	By: _____
Authorized Signature	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. B079A 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.)

**STATEMENT OF OWNERSHIP
(OWNERSHIP DISCLOSURE CERTIFICATION)**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This Statement Shall Be Included with
All Bid and Proposal Submissions**

Name of Business: _____

Address of Business: _____

Name of person completing this form: _____

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company 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, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

This Ownership Disclosure Certification form shall be completed, signed and notarized.

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

Part I

Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- ☐ Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership
- ☐ Limited Liability Company
- ☐ For-profit Corporation (including Subchapters C and S or Professional Corporation)
- ☐ Other (be specific): _____

Part II

- ☐ I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

OR

- ☐ I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

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

(Please attach additional sheets if more space is needed):

Name: _____ Name: _____

Address: _____ Address: _____

Name: _____ Name: _____

Address: _____ Address: _____

Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:

“To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.”

☐ Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

☐ Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

AND

☐ Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

Subscribed and sworn before me this ____ day of

_____, 2 _____.

(Notary Public)

My Commission expires:

(Affiant)

(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

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 N.J.S.A. 10:5-31, Affirmative Action Compliance is required by Contractors bidding on Contracts let by Public Agencies (see Section 00737). Failure to submit the form may result in the contract being terminated. Upon award and prior to 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).

Note: The Initial Project Workforce Report (A.A. 201) must be submitted by the seventh calendar day after issuing notification of award.

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.

CONTRACT NO. B079A

FEMA PROJECT WORKSHEET PLANTWIDE WORK ORDERS

Name of Contractor: _____

Business Name: _____

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

Telephone No. _____ Fax No. _____

Contact Person: _____

- A. The Bidder shall furnish all labor, equipment, materials and supplies to perform repairs or Plantwide improvements at PVSC . The improvements will be identified by PVSC and the Engineer and will comprise all disciplines, including but not limited to electrical and mechanical.

The work under this Contract is indeterminate. All work will be performed and will be assigned to the Bidder on a Task Order basis. Individual Task Orders will be issued to the Contractor by PVSC based on an agreed upon detailed scope of work developed by the Contractor and the Program Manager (Engineer) and not to exceed (NTE) cost, using the labor rates provided on the Schedule of Prices below. Each Task Order will become part of this Contract and shall establish a "not to exceed" cost limit which will not be exceeded without prior modification of the Task Order. Contractor's time to develop a cost proposal for any given task or project and the time spent in pre-construction meeting(s) shall not be compensable. **There is no guarantee that PVSC will award work under this Contract.**

Costs for all labor categories shall include all cost factors, such as wages, benefits, travel time, fuel, insurance, overhead and profit, office supervision, support and administration, and other additional incidental expenses required to complete the work as specified in the Contract Documents and as ordered by PVSC. Proposer is required to submit hourly rates for Apprentices. If Proposer does not have an Apprenticeship program, they shall note this on the Bid Form and include a \$0.00 hourly rate for Apprentices on the Bid Form.

The Contractor hourly rate submitted for straight time will cover PVSC's normal working hours of 7:45 AM to 4:15 PM Monday through Friday in accordance with Division 1, Section 01 31 17 – Working Hours. Overtime will be used for work exceeding 40 hours per week, during weekends or holidays –as applicable-, or as requested by PVSC outside working hours. Overtime hourly work (if approved) will be based on the multipliers stipulated in the applicable Prevailing Wage Rate Schedule for each labor category, applied to the direct labor rate approved by the OWNER.

Materials shall be provided as required for each assigned task at a not to exceed cost and billed at cost plus a fixed fee in accordance with Section 01 22 00 –Payment.

The Contractor shall provide a Schedule of Prices (**this Section**) based on the Engineer's estimate of the needs of the project. These labor rates will be used to develop the Task Order schedule and will become part of this Contract. The Contractor's hourly rates for labor shall commence from the actual time the Contractor reports at the PVSC facility requiring service until the time leaving PVSC. The Contractor will provide the Engineer with daily work tickets listing Contractor's employee names, labor classifications, time arrived at PVSC site, and time departed PVSC site. PVSC will maintain appropriate records verifying 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.

All hourly labor rates listed in the Schedule of Prices in this section shall be filled out. Failure to do so may be considered as a non-responsive bid and may cause for the bid to be rejected. The estimated hours provided in Schedule of Prices are indeterminate items used only for the comparison of bids. Payment will be made in accordance with the approved task orders as limited by the total contract price. Actual crews, equipment and duration will vary depending on the specific Task Order work assigned under this Contract.

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

All work shall be completed within 730 consecutive calendar days from the receipt of **"Notice to Proceed."**

- B.** All prices are exclusive of N. J. State and Federal Taxes. The Passaic Valley Sewerage Commission 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.** Prices shall be all inclusive, including all labor, equipment, consumables, inspection, and transportation. 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.
- 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.** 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.
- G. Contract Period and Extension Option:** Passaic Valley Sewerage Commission reserves the right to extend this contract should they deem it to be in their interest to do so, pursuant to the Local Public Contracts Law ("LPCL"). 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 Contract 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.** No variations will be permitted to the terms and conditions of the Contract. Terms and conditions are in accordance with LPCL and other applicable law, 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.
- J.** Only Contractors 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 (Section 01 67 00). A certification questionnaire form, Section 00401, is included for the Contractor's convenience.
- K.** 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 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.

- L. 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.
- M. 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 Section 01 14 00 of the Contract Specifications.
- N. Upon completion, inspection and acceptance by the Commission of the work, Contractor shall turn over to the Commission the warranties as specified in Section 01 78 36.
- O. Payment will be made in accordance with Section 01 22 00.
- P. **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. and as defined in Section 01 22 00 Payment, shall apply solely for the benefit of PVSC.

Schedule of Prices

CONTRACT No. B079A - FEMA Project Worksheet Plantwide Task Orders

Item No.	Item Description	Estimated Quantity	Unit	Unit Price		Extension Amount	
				Dollars	Cents	Dollars	Cents
TYPE I: LABOR RATES:							
The bidder shall fill unit rate and total amount for each labor description, including Apprentice categories.							
This Rate shall be used for Task Order work on an as needed basis upon determination of the extent of work by the Engineer. The hours shown are approximate and are for evaluating bids. Supervisors shall not be billable but will be part of overhead of the contract. Foreman shall be billable only when working with tools on Task work. The rate includes direct labor cost plus indirect labor cost such as insurance, taxes, fringe benefits and welfare and overhead and profit for labor by title for any Task work. Time shall include only actual time on work area excluding lunch breaks and travel time to and from the site.							
1	Carpenter - Foreman	130	Hrs				
2	Carpenter - Journeyman	1,310	Hrs				
3	Carpenter - Apprentice	0	Hrs				
4	Drywall Finisher - Journeyman	440	Hrs				
5	Drywall Finisher - Apprentice	0	Hrs				
6	Electrician - General Foreman	7,140	Hrs				
7	Electrician - Journeyman	66,400	Hrs				
8	Electrician - Apprentice	0	Hrs				
9	Heat & Frost Insulator - Foreman	40	Hrs				
10	Heat & Frost Insulator - Journeyman	390	Hrs				
11	Heat & Frost Insulator - Apprentice	0	Hrs				
12	Laborer - Foreman	100	Hrs				
13	Laborer - Journeyman	1,000	Hrs				
14	Laborer - Apprentice	0	Hrs				
15	Millwright - Foreman	1,000	Hrs				
16	Millwright - Journeyman	4,000	Hrs				
17	Millwright - Apprentice	0	Hrs				
18	Operating Engineer - Operating Engineer	1,000	Hrs				
19	Operating Engineer - Welder and Repair Mechanic	1,000	Hrs				
20	Operating Engineer - Safety Engineer	1,000	Hrs				
21	Operating Engineer - Apprentice	0	Hrs				
22	Painter - Journeyman	860	Hrs				
23	Painter - Apprentice	0	Hrs				
24	Pipefitter - Foreman	2,365	Hrs				
25	Pipefitter - Journeyman	2,365	Hrs				
26	Pipefitter - Apprentice	0	Hrs				
27	Plumber - Foreman	450	Hrs				
28	Plumber - Journeyman	4,490	Hrs				
29	Plumber - Apprentice	0	Hrs				
30	Sheet Metal Worker - Foreman	50	Hrs				
31	Sheet Metal Worker - Journeyman	500	Hrs				
32	Sheet Metal Worker - Apprentice	0	Hrs				
33	Site Superintendent	4,000	Hrs				

Schedule of Prices							
CONTRACT No. B079A - FEMA Project Worksheet Plantwide Task Orders							
Item No.	Item Description	Estimated Quantity	Unit	Unit Price		Extension Amount	
				Dollars	Cents	Dollars	Cents
TYPE II: EQUIPMENT RENTAL RATES							
34	Backhoe Compact, 20-29 hp, 2WD	1,040	Hrs				
35	Compressor, 350-450 cfm, 150 Psi	1,040	Hrs				
36	Concrete Cut-Off Saw, 14 in., electric	2,080	Hrs				
37	Core Drill, 17-23 amp, Electric	2,080	Hrs				
38	Demo Hammer, 60 lbs., Electric	1,040	Hrs				
39	Dump Truck 5 yards	2,080	Hrs				
40	Flat Bed Truck	2,080	Hrs				
41	Forklift Variable Reach, 5000 lbs., 16-20'	2,080	Hrs				
42	Scissor Lift, 25-27'; 4WD	4,160	Hrs				
43	Tool Truck	4,160	Hrs				
44	Welding Machine Truck	2,080	Hrs				
ALLOWANCE							
45	Allowance - Materials					\$2,000,000	.00

TOTAL AMOUNT BID (ITEMS NO 1 THROUGH 45)

Numerical Format:

\$

Contractor Participates in an Apprenticeship Program
(CIRCLE ONE)

Yes

No

Written Format:

Dollars

Cents

CONTRACT NO. B079A – FEMA PROJECT WORKSHEET PLANTWIDE WORK ORDERS

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 COMPLT D/MO/YR	WAS TIME EXTENSION NECESSAR Y YES / NO ATTACH EXPLANATION	WERE ANY PENALTIES IMPOSED? ATTACH EXPLANATION	WERE LIENS CLAIMS OR STOP NOTICES FILED? ATTACH EXPLANATION

00402

PASSAIC VALLEY SEWERAGE COMMISSION

ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

CONTRACT NO. B079A

FEMA PROJECT WORKSHEET PLANTWIDE WORK ORDERS

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. B079A
FEMA PROJECT WORKSHEET PLANTWIDE WORK ORDERS

SUBCONTRACTOR LISTING

The undersigned proposes to use the following subcontractors to perform the work indicated (use additional sheets as required). If a subcontractor is not required for work listed, bidder must enter not applicable. Failure to submit this form requires the bid to be rejected.

<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. B079A

FEMA PROJECT WORKSHEET PLANTWIDE WORK ORDERS

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 et seq.) 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 et seq.)

"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 et seq.).

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

"Each Contractor 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 et seq.).

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 may 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)

**CONTRACT NO. B079A
PASSAIC VALLEY SEWERAGE COMMISSION
600 WILSON AVENUE
NEWARK, NEW JERSEY 07105**

**CONTRACT AND SPECIFICATIONS
FOR**

FEMA PROJECT WORKSHEET PLANTWIDE WORK ORDERS

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."

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**".

Contract Period and Extension Option: Passaic Valley Sewerage Commission reserves the right to extend this contract should they deem it to be in their interest to do so, pursuant to the Local Public Contracts Law ("LPCL"). 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.

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 are 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 SIGNATURE

(SEAL)

ATTEST BY: _____
CONTRACTOR

00600 PERFORMANCE BONDS

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, _____

as Principal; and _____ as sureties, are hereby held and firmly bound unto the Passaic Valley Sewerage Commission in the penal sum of _____ Dollars and _____ cents (\$ _____) 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 above named principal did on the _____ day of _____, 20____ enter into a Contract with the Passaic Valley Sewerage Commission, which said Contract is made a part of this bond the same as though set forth herein;

NOW, if the said principal shall sell and faithfully do and perform the things agreed by the said principal to be done and performed according to the terms of said Contract, and shall pay all lawful claims of subcontractors, material men, laborers, persons, firms or corporations for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward performing or undertaking shall be for the benefit of any subcontractor, material man, laborer, person, firm or corporation having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said Contract or in or to the plans or Specifications therefore shall in anyway affect the obligation of said surety on its bond.

IN WITNESS WHEREOF, the said _____

as principal has caused its corporate seal to be hereto affixed and these presents to be signed by _____

_____ its
_____ and attested by _____, its

_____ and the said _____
_____, as surety, has caused its corporate seal to be hereto affixed and these presents to be signed by its _____ and attested by its _____, this _____ day of _____, Two thousand and _____.

DONE IN TRIPLICATE

By: _____

Attest:

By: _____

Attest:

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 Subcontractors
00720	N. J. Statutes
00721	Access to Work
00722	Temporary Utilities
00723	Permits
00724	Save Owner Harmless
00725	NOT USED IN THIS CONTRACT
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	NOT APPLICABLE TO THIS CONTRACT
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 and the Scope of Work of issued Task Orders.

00704 All work done under this Contract shall be done to the satisfaction of the Program Manager (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 the Program Manager. The Program Manager is acting as PVSC's Representative and will develop the scope, fee, and schedule of each Task Order with the Contractor. The Program Manager will inspect the Contractor's work for quality and completion and will review pay applications and make recommendations to PVSC for payment to the Contractor.

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 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 Specifications, Task Order, 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 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** Specifications, Task Orders, 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 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 working drawings provided as part of a Task Order 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.

The Contractor shall provide proof of its business registration with the New Jersey Department of Treasury prior to the time of contract award.

The Contractor shall list all subcontractors that it intends to employ in its bid proposal. PVSC encourages Contractors to supply sufficient information for PVSC to identify the contractor and named subcontractors through a computerized system maintained by the State of New Jersey pursuant to N.J.S.A. 52:32-44(b). The subcontractor's State license number and business registration certificate from the NJ Department of Treasury are not required prior to bid, but are required to be submitted prior to Contract Award.

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 subcontractors, 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 subcontractors 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 NOT USED IN THIS CONTRACT

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 (\$5,000,000.00) combined single limit for each occurrence/five million dollars (\$5,000,000.00) aggregate;
2. Comprehensive automobile liability insurance coverage of not less than one million dollars (\$1,000,000.00) 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 (\$500,000.00).

PVSC and its Commission, 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 commissioners, 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 a specific Task Order, 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 NOT APPLICABLE TO THIS CONTRACT

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 Commissioner 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, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
 - 6) To adhere to the following procedure when minority and women workers apply or are referred to the Contractor or subcontractor:
 - i) The Contractor or subcontractor shall interview the referred minority or women worker.
 - ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the Contractor or subcontractor shall in good faith determine the qualifications of such individuals. The Contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a Contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency provided the referral agency is acceptable to the Dept. of LWD,

Construction EEO Monitoring Program. If necessary, the Contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

- iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the Contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - iv) If, for any reason, said Contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the Contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
- 7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the Contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.
- C. The Contractor or subcontractor agrees that nothing contained in (B) above shall preclude the Contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the Contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the Contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the Contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

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00800 SUPPLEMENTAL CONDITIONS

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

1. Every Contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the Contractor agrees that:
 - a. In the hiring of persons for the performance of work under this Contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this Contract, no Contractor, nor any person acting on behalf of such Contractor or subcontractor, shall by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, 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, gender identity or expression, 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.
2. The Contractor shall adhere to the American with Disabilities Act (ADA) of 1990 in conformance with Appendix 3.

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, arbitative 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 and Workforce Development, 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 and Workforce Development 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, partnership, or limited liability company 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, or of said limited liability company 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, or of all members in the limited liability company 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 or limited liability company, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, or the members owning 10% or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be

continued until all names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.

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 et seq. 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 each Task Order the Material Safety Data Sheets, for all the hazardous products that he intends to deliver to the PVSC under the specific Task Order.

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 bidder 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 bidder 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. Submission of certified payrolls shall be a prerequisite for progress payments.

A copy of the certified payroll form may be obtained by contacting the New Jersey Department of Labor and Workforce Development, 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 Statute 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 made pursuant to P.L.1971, c.198 (C.40A:11-1 et seq.) may include liquidated damages for the violation of any of the terms and conditions thereof or the failure to perform said Contract in accordance with its terms and conditions, or the terms and conditions of P.L.1971, c.198 (C.40A:11-1 et seq.). Notwithstanding any other provision of law to the contrary, it shall be void, unenforceable and against public policy for a provision in a Contract entered into under P.L.1971, c.198 (C.40A:11-1 et seq.) to limit a Contractor's remedy for the contracting unit's negligence, bad faith, active interference, tortious conduct, or other reasons unanticipated by the parties that delay the Contractor's performance, to giving the Contractor an extension of time for performance under the Contract. For the purposes of this section, "Contractor" means a person, his assignees or legal representatives with whom a Contract with a contracting unit is made.

00832 N.J.A.C. 17:44-2.2 (b) : Authority to Audit or Review Contract Records

- a. Relevant records of private vendors or other persons entering into Contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).
- b. The Contractor shall maintain all documentation related to products, transactions or services under this Contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

00833 NOTICE TO ALL STATE VENDORS: SET-OFF FOR STATE TAX

Please be advised that, pursuant to L. 1995, c. 159, effective January 1, 1996 and codified at N.J.S.A. 54:49-19 and N.J.S.A. 54:49-20, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under Contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods and services or construction projects, at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's, partner's or shareholder's share of the payment of that indebtedness. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off.

The Division of Taxation may initiate procedures to set off the tax debt of a specific vendor upon the expiration of ninety (90) days after either the issuance by the Division of a notice and

demand for payment of any state tax owed by the taxpayer or the issuance by the Division of a final determination on any protest filed by the taxpayer against an assessment or final audit determination. A set-off reduces the Contract payment due to a vendor by the amount of that vendor's state tax indebtedness or, in the case of a vendor-partnership or vendor-S corporation, by the amount of state tax indebtedness of any member-partner or shareholder of the partnership or S corporation, respectively. N.J.A.C. 18:2-8.3.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and shall provide an opportunity for a hearing within thirty (30) days of such notice under the procedures for protests established under N.J.S.A. 54:49-18. No requests for conference, protest or subsequent appeal to the Tax Court from any protest permitted under N.J.S.A. 54:49-19 shall stay the collection of the indebtedness. Interest that may be payable by the State to the taxpayer, pursuant to L. 1987, c. 184 (N.J.S.A. 52:32-35) shall be stayed.

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 et seq.) 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.

00902 N.J.S.A. 19:44A-20.27- Annual Political Contribution Disclosure Requirements

Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L.1973, c.83 (C.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

DIVISION 1 - GENERAL REQUIREMENTS

01 11 00 SCOPE OF WORK

The Passaic Valley Sewerage Commission (PVSC) intends on having improvements made to the PVSC Wastewater Treatment Plant located at 600 Wilson Avenue, Newark, NJ 07105; including repairs, installations, and replacements to improve resiliency of the facility. These improvements, identified by PVSC and the Engineer, comprise work from every discipline, from painting and general repairs to complex electrical work, mechanical piping, and equipment, which will be assigned to the Contractor on a Task Order basis. The defined scope of work for each individual Task Order will be developed by the Engineer and Contractor. The not to exceed (NTE) fee will be assigned based on negotiated hours and equipment, based on the bid labor and equipment rates set in this Contract. The agreed upon scope will not be modified or the NTE exceeded without prior modification of the Task Order. The Task Order will be signed and issued by PVSC.

Task Order work under this Contract includes but is not limited to:

- 1) Electrical Work
 - a. Removal and disposal of existing electrical conduits, wiring, outlets, junction boxes, panels, disconnect switches, etc. and other miscellaneous electrical related work as directed by Engineer.
 - b. Furnishing and installation of electrical work such as new conduits, wiring, junction boxes, panels, disconnect switches, motor replacement, conduit supports, control panels, and other miscellaneous electrical work as directed by Engineer.
- 2) Mechanical, Civil, and General Work
 - a. Piping installation, valve installation, painting and coating, removal of small storage tanks, dry walling, carpentry, concrete work, wall and floor core drilling for pipe and conduits penetrations, plumbing work, and other miscellaneous work as directed by Engineer.
- 3) Furnish all labor, materials, equipment, tools, supervision and appurtenances required to complete the Task Orders work as specified, defined in the Task Order scope of work, and as directed by the Engineer.
- 4) All equipment and components furnished under the Contract shall be of the latest, most current design and production, as required and specified in the Contract or in the individual Task Order scope of work.

Each Task Order scope of work is intended to be depictive and may not be an exact and complete representation of the actual finished work.

01 14 00 WORK RESTRICTIONS

- 1) Maintenance of Plant Operations During Construction

The existing PVSC Facilities will be maintained in continuous operation by the Owner during the entire construction period. Work under the Contract shall be so scheduled and conducted by the Contractor such that work will not impede any treatment process, create potential hazards to operation or equipment, reduce the quality of the effluent or cause odor or other nuisance.

The Contractor is hereby advised that he shall not shut off or disconnect any operating system of the existing PVSC Facilities. All equipment shutdowns shall be executed by the Owner.

a. Service Interruptions

When a construction task requires a suspension of normal operations of an individual treatment unit or an individual equipment system for a period less than twenty-four (24) continuous hours, the suspension shall be considered a service interruption. For each service interruption, the Contractor shall compile an inventory of the labor and materials required to perform the work, an estimate of the time required and a written description of the steps required to complete the task resulting in a service interruption. The inventory, time estimate and written procedure shall be submitted to the Owner for review **fourteen (14) calendar days** prior to the start date of the task. If the proposed procedure submitted by the Contractor is acceptable, the Owner shall authorize in writing, the service interruption pending the verification of materials and labor and the final notification specified herein.

No service interruption shall be initiated until the Program Manager verifies the list of materials and labor at the site at least one week prior to the proposed start date. After verification of the list of materials and labor, the Contractor shall notify the Program Manager, in writing, of the exact date that he wishes to perform the work two normal working days, excluding Saturdays, Sundays and holidays, prior to the proposed date.

When the normal operations of a treatment unit are suspended longer than twenty-four hours, then the procedures for a shutdown, specified hereinafter, shall be enforced.

b. Shutdowns

Shutdown shall be defined to indicate that the normal operation of a unit has to be suspended or taken out-of-service for twenty-four hours or more in order to perform specified work.

For each shutdown the Contractor shall compile an inventory of its labor and materials required to perform the tasks, an estimate of the time required and a written description of the steps required to complete the tasks. The inventory, time estimate and written procedure shall be submitted to the Program Manager for review **thirty (30) calendar days** prior to the start date of the shutdown. The Contractor shall also request in writing, from the Program Manager approval for each shutdown a minimum of **fourteen (14) calendar days** prior to the proposed initiation date. No shutdown shall be initiated until the list of materials, labor and equipment is verified as on site or in the Contractor's secure storage area at least one week prior to the proposed start date.

The Contractor shall also have on hand, located in close proximity to the work area(s), all tools, equipment and materials, both temporary and permanent, necessary to complete each work category, without interruption. Where temporary pumping is required, Contractor shall have on hand 100% backup for the largest unit installed. Prefabrication of all piping and other assemblies shall be completed to the greatest degree possible, prior to any shutdowns. The Program Manager must be satisfied that the Contractor has complied with these requirements, to the fullest extent possible, before any shutdowns will be authorized. Once any shutdown is initiated, work shall be continuous until completed.

The Contractor must empty all process water in all cases from any tank, conduit or pipe during a shutdown longer than twenty-four continuous hours.

After the final notification and with the approval of the Owner and Program Manager, the Contractor shall lock out and tag existing circuit breakers, motor starters, and switches, which shall be operated by the Owner. The Contractor shall check cables and wires to be sure that they are de-energized to ground potential

before work begins. Contractor shall tag out all valves and equipment, which are shutdown by the Owner, indicating valve/equipment status for the shutdown duration to ensure both Owner and Contractor are fully aware of valve/equipment status during shutdown, and to eliminate uncoordinated valve/equipment operation. Upon completion of the work, the Contractor shall notify the Owner and Program Manager that the facilities are available for use. With the approval by the Owner and Program Manager, the Contractor shall remove the locks and tags from the circuit breakers, motor starters or switches. The Contractor shall not operate any existing electrical equipment without the approval, direction and supervision of the Owner or the Program Manager (Engineer).

01 15 00 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 Program Manager for interpretation.

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

01 22 00 PAYMENT

Payment for each Task Order will be made based on actual time spent and material used as certified by Engineer, which price and payment will include all labor, materials, hand tools, fees, equipment and incidentals needed to complete work specified. The Engineer will establish a schedule as to when the Contractor's payment application will be due each month. Payment will be made to the Contractor during the week following the Passaic Valley Sewerage Commission monthly meeting date.

The Owner will make partial payment to the Contractor on the basis of an approved estimate of the work performed during the preceding calendar month by the Contractor, duly approved and certified by the Engineer, which estimate includes the allowances as noted above. All such payments shall be considered tentative only, subject to correction in the semifinal estimate, and need not be based on accurate measurement.

In addition to the formal Contract Documents, the Contractor will receive a copy of a PVSC Purchase Order. To assure proper payment, the PVSC purchase order number must appear on the Contractor's invoice.

After acceptance by the PVSC of an invoice for the items delivered and the work done, the Commission at their next scheduled monthly meeting will approve payment of the amount due, less two (2%) percent retainage as a guarantee against warranty claims.

Where instruction manuals and parts list are specified in the Task Order: Payment will not be made until approved instruction manuals and parts lists have been received and approved by PVSC.

1) Payment for materials:

- a. All materials cost must be verified with original certified invoices. Three (3) price quotes for all materials are required.
- b. Material Costs 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 Contractor will be reimbursed only for the actual material costs, supported by the suppliers and/or vendors invoices and purchased specifically by authorization of the Task Order. The cost of Hi-Pot tests of medium voltage cables performed by an Independent Testing Firm, if required, shall be submitted under a vendor invoice and will be treated as material cost.

- c. The Contractor shall be entitled to a fixed fee in addition to the actual material cost in accordance with the schedule below. The fixed fee amount shall be included in the overall cost of the individual Task Order 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

2) Payment for Labor Hours:

- a. Contractor shall begin work on approved Task Orders at the Program Manager's direction.
- b. Payment for labor will be for actual hours worked on site based on documented timesheet reports.
 - i. Hourly rates for crew members performing work are established in LABOR RATES on the Schedule of Prices, 1 through 32 on page 22.
 - ii. Only working foreman and crewmembers are chargeable to Task Orders. All other supervisory and administrative labor required for the completion of the work shall be included in the hourly rates above.
 - iii. Whenever an individual Contractor Bid trade crew member is required to perform more than forty (40) hours work for this Contract during a weekly period beginning on Sunday and ending at midnight of the following Saturday including holidays, all hours of work exceeding 40 hours may be billed at the overtime rate multiplier stipulated in the applicable Prevailing Wage Rate Schedule applied to the approved direct labor rate. Overtime work and rate shall only be approved at the direction of the OWNER.

3) Payment for Equipment Hours:

- a. Payment for equipment will be made at the hourly rates bid. No adjustment to the hourly rates will be made regardless of the hours worked. Items 33 through 43 of the Schedule of Prices will be paid at the bid hourly rate within the duration of the Contract. The hourly rate shall include all repair cost, freight and transportation charges, fuel, lubricants, taxes, insurance and other incidentals. **No additional allowance will be made for overhead and profit.**
- b. Equipment rates should include fuel, standard maintenance and repair costs.
 - i. Rates for transportation of hauling equipment will require a certified receipt to be processed and paid.
 - ii. The bidder shall fill in the unit rate and total amount for each equipment description. This rate shall be used for this equipment within the duration of the Contract.
 - iii. If equipment required for task work is not classified within the Bid Items, then Payment for required equipment will be based on receipted invoices which shall not exceed rates given in current edition of the Rental Rate Blue Book for Construction Equipment published by Data Quest. If actual rental rates exceed Blue Book rates, written justification shall be furnished by Contractor to the OWNER for approval.
 - iv. Equipment:
 1. Backhoe Compact, 20-29 hp, 2WD
 2. Compressor, 350-450 cfm, 150 Psi
 3. Concrete Cut-Off Saw, 14 in., electric
 4. Core Drill, 17-23 amp, Electric
 5. Demo Hammer, 60 lbs., Electric
 6. Dump Truck 5 yards
 7. Flat Bed Truck
 8. Forklift Variable Reach, 5000 lbs., 16-20'
 9. Scissor Lift, 25-27'; 4WD
 10. Tool Truck
 11. Welding Machine Truck

- 4) Equipment and Materials Allowance: Payment for materials and equipment necessary for completion of the Work under a given Task Order and not included in the Schedule of Prices will be paid for under the Contract Allowance at a negotiated price between the Program Manager and Contractor.

01 23 00 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 backcharged to the Contractor.

01 27 00 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.

01 31 16 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.

01 31 17 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.

01 31 18 SUBCONTRACTS AND SUBCONTRACTORS

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 assist the Contractor. This cost will be included in the Allowance for Materials and approved Other Direct Costs (ODCs). The Contractor must submit clear, legible copy of the field representative or specialty subcontractor's invoice with his payment request in order to get reimbursed for their services. Pricing of the field representative or specialty subcontractor must be reasonable and competitive with prevailing market pricing. Quotes from up to three (3) subcontractors may be required.

01 31 20 WORK BY PVSC PERSONNEL

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.

01 32 16 SCHEDULING

Within ten (10) days after receipt of Notice to Proceed the Contractor shall meet with the Program Manager to provide a schedule of work, acceptable to the Owner. The Contractor will not be permitted to interfere with the operation of the Plant. All the work shall be completed within **730** consecutive calendar days from receipt of "Notice to Proceed."

01 33 00 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 Contract Specifications and Task Order. The Shop Drawings shall be reviewed for conformance with all 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 electronic Shop Drawings for approval through PVSC's PMWeb system.

1) Shop Drawing and O & M Manual Review

- a. Material or equipment shall not be purchased or fabricated until the Program Manager has reviewed and approved the shop drawings, which shall represent all materials, equipment and work involved. No materials or equipment shall be delivered to the site until shop drawings have been returned by the Engineer and marked "**APPROVED**" or "**APPROVED AS NOTED – RESUBMISSION NOT REQUIRED.**" If the latter designation is used, the Contractor must make all changes noted or indicated.
- b. Any materials or equipment furnished in spite of the above, without properly noted shop drawings, shall be promptly removed.
- c. If the shop drawings are marked "**CORRECTIONS NECESSARY – RESUBMISSION REQUIRED**" or "**NOT APPROVED**" by the Program Manager, they shall be promptly corrected and resubmitted to the Owner for review.
- d. The Program Manager's approval of the Contractor's submittals shall be considered to be a gratuitous service, given as assistance to the Contractor in interpreting the requirements of this Contract, and in no way shall it relieve the Contractor of any of his responsibilities under this Contract. An approval of a shop drawing shall be interpreted to mean that the Program Manager has found no specific objections in the submitted material, and in no way relieves the Contractor of his obligation to provide full and complete working and satisfactory systems, structures and units in complete conformity with the Contract Documents.
- e. The O & M Manuals and record drawing shall also be reviewed and approved by the Program Manager as are the Shop Drawings. The O & M Manuals and Record Drawings shall be furnished and approved before the Contract is accepted and the warranty begins.

2) O & M Manuals

- a. Operation and Maintenance Manuals (O & M Manuals) for all equipment supplied under a Task Order shall be furnished. The O & M Manuals shall consist of neatly bound and indexed instructions for installation, operation, adjustment, lubrication and preventive maintenance. Provide manual in Adobe Acrobat Portable Document Format (PDF), latest version.

- b. In addition, the O & M Manuals shall include but not be limited to the following:
 - i. Name of manufacturer
 - ii. Model number of item
 - iii. Local distributor
 - iv. Manufacturer's recommended spare parts list
 - v. Special tools required
 - vi. Manufacturer recommended lubricants

3) Record Drawings

- a. During construction, the Contractor shall keep an accurate record of the installed work including any deviations, however minor, from the Task Order drawings, as defined in the Task Order Scope of Work. Upon completion of the Task Order work, the Contractor shall submit a copy of these "as-built" drawings to the Engineer. Submittal and approval of the "as-built" drawings is required before semifinal payment.

01 35 23 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 Contractor's 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 and Workforce Development 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 wear OSHA approved hard hats, safety glasses, safety vest, and shall prominently display the Company Name or Logo on the 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.

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 7:31-1.1 – Toxic Catastrophe Prevention Act

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.

01 45 17 TESTING OF MATERIALS

The Owner 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.

01 45 23 INSPECTION AND ACCEPTANCE

Inspection of materials by the Owner or Program Manager shall not relieve the Contractor 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.

1) Certification and Acceptance

The Contractor shall supply to the Owner a certificate from each manufacturer of equipment, certifying that the equipment as installed and tested meets all the requirements of the Task Order and Contract Documents, that it is fully suitable and will function properly for the use intended and within the system called for by the Task Order and Contract Documents, and that the guarantee as required by this Contract will be in full force and effect.

When the Specifications call for "supervision, installation, adjustment, start-up," and words of similar intent, by the manufacturer's "factory employed technicians," the Contractor shall provide a certificate co-signed by the manufacturer as to compliance with the stipulated requirements.

The Contractor is hereby put on notice that final acceptance of any equipment will be withheld, appropriate amounts of money will be retained by the Owner, and the warranty period will not commence until such certifications are supplied.

01 45 24 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.

01 46 00 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.

01 54 27 TOOLS, EQUIPMENT AND UTILITIES

- 1) All tools, and equipment, required to perform the work described in the Contract shall be provided by the Contractor.
- 2) Spare parts:
 - a. Spare parts shall be provided as required by specific Task Orders.
 - b. All spare parts shall be plainly tagged and marked for identification and ordering. They shall be treated with suitable preservatives, wrapped and packaged to provide adequate protection for long term storage, price of each spare part shall be included with the documentation of spare parts. The Contractor shall furnish, with each piece of equipment, any special tools recommended by the manufacturer for the servicing of the equipment.
- 3) Special Tools Lubricants:
 - a. The Contractor shall furnish and use, for each piece of equipment, the type of lubricant recommended by the manufacturer of the equipment, with no substitutions. He shall furnish a schedule listing the type, frequency of application, and manufacturer of the lubricant recommended for each piece of equipment. At the time of turning the installation over to the Owner, the Contractor shall furnish one (1) years supply of each type of lubricant in unopened containers.

01 65 50 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 expense. The clean-up shall meet all Federal and State requirements, including proper documentation as may be required.

01 66 00 DOMESTIC PRODUCTS AND MATERIALS

In accordance with N.J.S.A. 40A:11-18 et seq., 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 Program Manager (Engineer).

01 67 00 QUALIFICATION OF CONTRACTOR

1) Experience

- a. The Contractor and his personnel must be experienced in the type of work specified herein.
- b. 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. (In coordination with Reference List in Sections 00401 and 00305 (J), and with specific technical qualification requirements as stated in the Task Order scope of work or the Contract Specifications.)

01 68 00 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 Superintendent and 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's convenience. Parking shall be where designated by the Commission and is subject to change.

01 78 36 WARRANTY AND QUALITY ASSURANCE

Contractor shall warrant all work to PVSC for one (1) year against defective materials and workmanship. Warranty to begin from date of substantial completion of the relevant Task Order, as defined/determined 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.

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS FOR THIS PROJECT ARE NOT
REPRINTED HERE DUE TO SIZE



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.

APPENDIX 2

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

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:_____

APPENDIX 3
AMERICANS WITH DISABILITIES ACT (ADA) OF 1990

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

The contractor and the Passaic Valley Sewerage Commission (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 *U.S.C.* §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

APPENDIX 4
PREVAILING WAGES

PREVAILING WAGE SCHEDULES FOR THIS PROJECT ARE NOT REPRINTED
HERE DUE TO SIZE