



CONTRACT NO. A935

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

CONTRACT AND SPECIFICATIONS

FOR

INFLUENT FACILITIES CONDUIT AND FOREBAY CLEANING PROJECT

JANUARY 2014

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00000 BID DOCUMENT SUBMISSION CHECKLIST

Contract No. A935 INFLUENT FACILITIES CONDUIT AND FOREBAY CLEANING PROJECT

	Item	Contract Section	Initial Each Item Submitted with Bid
1.	Disclosure of Investment Activities in Iran (next to last paragraph)	00100	
2.	Signature	00300	
3.	Contractor's NJ Dept. of Treasury Business Registration Certificate	00300	
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6.	Surety Company Certificate	00302	
7.	Statement of Ownership	00303	
8.	Affirmative Action Compliance	00304	
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11.	Submittal of Bid	00305 Item M	
12.	Non-Collusion Affidavit	00306	
13.	Supplement to Bid Forms Vendor Format List	00400	
14.	Supplement to Bid Forms Reference Questionnaire	00401	
15.	Acknowledgment of Receipt of Changes to Bid Documents	00402	
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18.	Insurance Requirements	00727	
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20.	State of New Jersey Division of Purchase and Property Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions (CH51.1 R1/21/2009)	Appendix 2	

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

Name of Bidder:
(Company Name) _____

By Authorized Representative:

Signature: _____

Print Name and Title: _____

Date: _____

DIVISION 0 - BIDDING REQUIREMENTS

00100 INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

Notice is hereby given that Passaic Valley Sewerage Commission will receive sealed bids until 10:00 o'clock in the morning on February 28, 2014 in their office located at 600 Wilson Avenue, Newark, New Jersey, at which time and place said bid will be publicly opened and read.

A pre-bid conference and site visit will be held at 10:00 AM on February 12, 2014 at the Training Room, Second Floor, Warehouse Building. Bidders are strongly encouraged to attend. Additional site visits can be arranged, by contacting Mr. Kenneth LaPenta at (973) 817 5767

Work to be performed under Contract A935 includes, but is not limited to, the furnishing of all safety, supervision, labor, materials, supplies, equipment and all other facilities required to inspect via sonar technology, quantify tonnage and to remove all sludge, grit and debris from the influent conduit, beginning at the entry point of the Grit and Screen area Diversion Chamber up to and including the Influent Pump Station (IPS) Forebay influent well in strict accordance with the contract documents. Bidder shall include subcontracted sonar/video inspection services, rental costs of roll-off trucks, high pressure jet nozzles, dewatering container(s) cranes, pump trucks and cost of transportation from PVSC to designated disposal site: (NJMC Keegan Landfill ID 27, One DeKorte Park Plaza, Lyndhurst, NJ, 07071). Contractor shall use PVSC Disposal Account # 09188 and provide manifests to PVSC documenting tonnage for all loads. Contractor shall also include all cost factors, such as wages, benefits, travel time, fuel, insurance, overhead and profit, general and administrative (G&A) and all other additional expenses necessary to complete the work described in the bid items listed in SECTION 305.

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. As part of its evaluation of any bidder PVSC reserves the right to request, and upon such request the bidder shall supply, certified financial statements and/or other documentation to substantiate the bidder's ability to successfully prosecute the work. To the extent permissible by law, PVSC agrees to maintain confidential such documentation as the bidder may identify as "Business Confidential." In no event, however, shall PVSC be subject to any claims resulting from disclosure of any such information under law or for any other reason.

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 of all Owners of 10% or more of the Stock of the Corporation" 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. Information on New Jersey Business Registration Certification Program operated by the New Jersey Department of the Treasury can be found on the internet at www.nj.gov/nibqs or by phone 609-292-1730. Failure to submit proof of registration (prior to contract award, in accordance with the 2009 Amendment to NJSA 40A:11-23.2) requires mandatory rejection of bid as a non-waivable defect. 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 Public Works Certificate of Registration issued by the Commissioner of Labor with the Bid.

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

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

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

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

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of PL 2001, c. 134 (C.52:32-44 et al.) or subsection e. or f. 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.

All bidders on this contract are required to be eligible for contract award under the terms and conditions of 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)

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

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

The bidder to whom a contract is awarded will be required to execute the contract within ten (10) days (not including Sunday) 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 the full amount of the contract, which said bond will be for the term of the contract. However, the amount of the Bond can be decreased each year, so that the amount of the Bond will be proportional to the unfinished part of the contract. However, the amount of said Bond will be in a sum not less than the total amount of the contract, less percentage of contract completed, as expressed by time.

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

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

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

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

In accordance with N.J.S.A. 52:32-58, 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 Purchasing Department telephone number is (973) 466-2723.

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

Contract No. A935

Clerk

Date: _____

PASSAIC VALLEY SEWERAGE COMMISSION
PROPOSAL TO
INFLUENT FACILITIES CONDUIT AND FOREBAY CLEANING PROJECT

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.

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)

(Note: Bidder may submit certificate number as proof of certification as a courtesy at time of bid.)

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 Commissioner's to judge his experience, skill and business standing.

This requirement will be fulfilled by completion of the "**Certification 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 _____, 2014.

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:

INFLUENT FACILITIES CONDUIT AND FOREBAY CLEANING PROJECT

NOW THEREFORE,

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

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

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

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

Principal: _____
Print Name

Surety: _____
Print Name

By: _____
Authorized Signature

By: _____
Authorized Signature

Print Name

Print Name

Title: _____

Title: _____

Seal: _____

Seal: _____

00302 SURETY COMPANY CERTIFICATE

(To Accompany Proposal)

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

(Name of Surety Company)

corporation organized and existing under the laws of the State of _____ and licensed to do business in the State of New Jersey, certifies and agrees, that if Contract No. **A935** 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.)

00304 AFFIRMATIVE ACTION COMPLIANCE

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

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

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

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

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

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

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

Contract No. A935 INFLUENT FACILITIES CONDUIT AND FOREBAY CLEANING PROJECT

Name of Contractor: _____

Business Name: _____

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

Telephone No. _____ Fax No. _____

Contact Person: _____

A. INFLUENT FACILITIES CONDUIT AND FOREBAY CLEANING PROJECT

The scope of this project is to inspect via sonar technology, quantify tonnage and to remove all sludge, grit and debris from the influent conduit, beginning at the entry point of the Grit and Screen area Diversion Chamber up to and including the Influent Pump Station (IPS) Forebay influent well in strict accordance with the contract documents. Bidder shall include subcontracted sonar/video pre-cleaning and post-cleaning inspection services, rental costs of roll-off trucks, high pressure jet nozzles, dewatering container(s) cranes, pump trucks and cost of transportation from PVSC to designated disposal site: (NJMC Keegan Landfill ID 27, One DeKorte Park Plaza, Lyndhurst NJ, 07071). Contractor shall use PVSC Disposal Account # 09188 and provide manifests to PVSC documenting tonnage for all loads. Contractor shall also include all cost factors, such as wages, benefits, travel time, fuel, insurance, overhead and profit, general and administrative (G&A) and all other additional expenses necessary to complete the work described in the bid items below.

The work will include all, or only a selected portion of bid items below based on actual measured quantities, but may not necessarily be limited to the following bid items:

- Mobilization.
- Pre-Cleaning Sonar & Video Inspection.
- Remove all Sludge, Grit and Debris from the Influent Conduit between the G&S Diversion Chamber to the IPS Forebay Influent Well Inlet.
- Remove all Sludge, Grit and Debris from the IPS Forebay Influent Well.
- Allowance

For purposes of evaluating and comparing bids, the bidders shall complete the unit pricing, total extended pricing, and lump sum pricing line-items in the BID SHEET SECTION 00305 Table below, based on hypothetical tonnages estimated to exist in the subject Influent Conduit and Forebay area at the PVSC facility. The Contractors' rates stated in the table below shall be in effect throughout the project from start to completion of the project. PVSC will maintain appropriate records showing the actual tonnage of materials that the contractor as removed and transported to the landfill. Actual billings will be based on the lump sum and unit costs presented by the bidder and actual quantities removed to landfill.

Failure to complete the table below would be considered a non-responsive bid and may be cause for the bid to be rejected.

The hypothetical tonnage quantities described in the table below are for bid evaluation purposes only. Actual tonnage detected and removed by the selected contractor will vary, depending on sonar inspection and manifests of transported material.

**A BID ON CONTRACT A935
INFLUENT FACILITIES CONDUIT AND FOREBAY CLEANING PROJECT**

BID ITEM	QUANTITY	LUMP SUM OR UNIT PRICE (WRITTEN IN WORDS)	BID PRICE (WRITTEN IN FIGURES)	
			DOLLARS	CENTS
1	Lump Sum	MOBILIZATION (Refer to Section 1025 for mobilization amount limits.) For _____ Dollars Cents		
2	Lump Sum	PRE-CLEANING SONAR & VIDEO INSPECTION (with Sonar Equipment to determine contract volumes) For _____ Dollars Cents		
3	Unit Price	REMOVE ALL SLUDGE, GRIT AND DEBRIS (from the <u>Influent Conduit</u> between the G&S Diversion Chamber to the IPS Forebay Influent Well Inlet) <u>1622</u> tons of decanted grit @ _____ / Ton Dollars Cents For _____ Dollars Cents		
4	Unit Price	REMOVE ALL SLUDGE, GRIT AND DEBRIS (from the IPS Forebay <u>Influent Well</u>) <u>724</u> tons of decanted grit @ _____ / Ton Dollars Cents For _____ Dollars Cents		
5	Lump Sum	POST-CLEANING SONAR & VIDEO INSPECTION (with Sonar and Video Equipment to determine contract volumes) For _____ Dollars Cents		
6	Lump Sum	ALLOWANCE (for Additional Authorized Work) For <u>Fifty Thousand</u> Dollars Cents	\$50,000	00

Note - 1.63 ton/c.y. (decanted density)

TOTAL BID PRICE (Sum of Item No. 1 through No. 6) (in Figures) \$ _____

Amount Written:

_____ Dollars and _____ Cents

The "Additional Work Items" allowance is intended to provide for work that may later be determined to be necessary for the completion of the project due to difference between estimated and actual quantities of grit determined by sonar inspection after award. Written authorization by the OWNER for utilization of any part of the contingency allowances for such work shall be required. Additional tons removed shall be based on unit rates quoted in the Section 00305 BID SHEET.

The contract will be awarded to the lowest responsible bidder based on the above TOTAL BID PRICE (Sum of Item No. 1 through No. 6).

The Contractor shall ensure that all requested work shall be performed by personnel who are trained and certified to provide the type of service specified, as outlined in section 01710 – Qualification of Contractor, and Section 10005, Item 2a.

Operations shall be scheduled on straight time will cover PVSC's normal working hours of 7:00 AM to 4:15 PM Monday through Friday in accordance with Division 1, Section 01046 - Working Hours. Contractor will be allowed to work six (6) 10-hour days per week with PVSC consent and approval upon contractor request to meet required schedule completion in sixty (60) days. No additional compensation will be paid to the contractor, as it included in the contractor's contract price.

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

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

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

All the work shall be completed within **(60) sixty** consecutive calendar days from 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 in each of the total bid prices.

The bid prices shall be net, including all transportation charges fully prepaid by vendor, F.O.B. Destination.
- D. 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. The Commissioner reserves the right to make no award and reject all bids in accordance with applicable laws and regulations.
- F. The contractor shall maintain for the duration of the work to be done under this contract, Liability Insurance in the amounts specified in the contract. Upon execution of the contract, the contractor shall furnish PVSC with all certificates of insurance as required and set forth herein.
- G. No variations will be permitted to the terms and conditions of the contract. Terms and conditions are in accordance with N. J. Laws for Public Bidding and the policies of the Passaic Valley Sewerage Commission. Any bids that include variations to the terms and conditions will be considered non-responsive and will be rejected.
- H. 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".

- I. 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 01710, Section 10005). A certification questionnaire form (Section 00401) is included for the Contractor's convenience.
- J. Unless prevented by strike or strikers, which prevents 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.
- K. The work must be completed without interrupting the operation of the PVSC Treatment Plant. The contractor must schedule his operations in detail with PVSC as noted in Div. 1, Section 01310 of Contract Specifications.
- L. Upon completion, inspection and acceptance by the Commission of the work, Contractor shall turn over to the Commission the one (1) year warranty specified in Div. 1, Section 01730.

After acceptance by PVSC the contractor shall submit a bill for the items delivered, and the Commission at their next scheduled monthly meeting will pay the amount due, unless the bill is disputed.

To assure timely payment, bills must be received by the PVSC Plant Engineering Department not less than eighteen (18) days prior to the Commission meeting date. (Meeting dates will be provided by PVSC.)

- M. **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 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) shall apply solely for the benefit of PVSC.

STATE OF NEW JERSEY

§

COUNTY OF _____

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

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

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

I, and to the best of my knowledge, the Bidder, and any officer, director, employee or other representative of the bidder, have not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named Project.

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

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract agreement or understanding for a commission, percentage, brokerage or contingent fee except bona fide employees or bona fide established commercial or selling agencies maintained by the Bidder.

Sworn on Behalf

of: _____

Name of Bidder: _____

Sworn and subscribed to before me this _____ day of _____, 2014.

Notary Public of New Jersey

Contract No. A935 INFLUENT FACILITIES CONDUIT AND FOREBAY CLEANING PROJECT

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 SUBCONTRACTOR PR SUB	LIST NAME & TEL. NO. OF PERSON IN CHARGE	APPROX. DATE COMPLETED MO. / YR.

00402

PASSAIC VALLEY SEWERAGE COMMISSION

ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

CONTRACT NO. A935

INFLUENT FACILITIES CONDUIT AND FOREBAY CLEANING PROJECT

Pursuant to N.J.S.A. 40A:11-23.1a, 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 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: _____

00403 (To be used if the contract value is expected to exceed \$100,000.00)

**PASSAIC VALLEY SEWERAGE COMMISSION
CONTRACT NO. A935 - SUBCONTRACTOR LISTING**

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

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

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

Name and Title of Authorized Representative

Signature of Authorized Representative

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

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

PUBLIC WORKS CONTRACTOR REGISTRATION

CONTRACT NO. A935

INFLUENT FACILITIES CONDUIT AND FOREBAY CLEANING PROJECT

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, C091

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

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

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

"Each 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)

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

(Signature) (Date)

(Name and Title of Signer - Please type)

END OF SECTION

00500 CONTRACT AGREEMENT

**CONTRACT NO. A935
PASSAIC VALLEY SEWERAGE COMMISSION
600 WILSON AVENUE
NEWARK, NEW JERSEY 07105**

**CONTRACT AND SPECIFICATIONS
FOR
CONTRACT NO. A935
INFLUENT FACILITIES CONDUIT AND FOREBAY CLEANING PROJECT**

THIS AGREEMENT, made and executed this _____ day of _____, 2014 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 (60) sixty consecutive calendar days from the date of "Notice to Proceed".

In the event the undersigned fails to complete the work within said (60) sixty days or within the time to which such completion shall have been extended in accordance with the contract documents, he agrees to pay to the Commission as liquidated damages the sum of \$500 for each calendar day the work is not completed plus such additional architectural, engineering and/or inspection expenses incurred by the Commission.

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

(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 _____, 2014

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, the above named principal did on the _____ day of _____, 2014 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 fourteen.

DONE IN TRIPLICATE

By: _____

Attest:

By: _____

Attest:

00700 GENERAL CONDITIONS – INDEX

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- 00702 Surety Bond**
- 00703 Obligation of Contractor**
- 00704 Engineering Decision Final**
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- 00734 Certification of Engineer**
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- 00738 Substantial Completion and Inspections**

00700 **GENERAL CONDITIONS**

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

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

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

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

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

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

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

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

- 00708** No final payment shall be made until the Engineer has certified to PVSC that the work has been completed by the Contractor in accordance with the requirements of the plans, specifications and contract.
- 00709** The Contractor shall not assign the contract or sublet it in whole or in part without the prior written consent of PVSC, nor shall the Contractor assign any monies due or becoming due to it without the prior written consent of PVSC.
- 00710** This contract, and all incorporations by reference together with the plans, specifications and bid documents, constitutes the entire agreement and understanding between the parties. This contract may not be modified, altered, abridged, amended or supplemented, except by written agreement executed by the parties.
- 00711** Neither the inspection by the Engineer or any agent or employee of PVSC, nor any order by PVSC for the payment of money, nor any payment for, or acceptance of, the whole or any part of the work, by PVSC or the Engineer, nor any possession taken by PVSC or their employees, shall operate as a waiver of any provisions of this contract, or of any right to damage herein provided, nor shall any waiver of any breach of the contract be held to be a waiver of any or subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided, and PVSC shall also be entitled as of right to a writ of injunction against any breach of any of the provisions of this contract.
- 00712** The Contractor covenants and agrees that anything in this contract or in the contract documents to the contrary notwithstanding, or regardless of any matter, thing, contingency or condition unforeseen or otherwise, present or future, the Contractor shall not be entitled to receive any additional or further sums of money than the amounts in said contract documents provided, except pursuant to a written change order duly authorized by a resolution of PVSC; and the failure of PVSC to insist upon strict performance of any of the terms, covenants, agreements, provisions or conditions in this contract or in the contract documents or any one or more instances, shall not be construed as a waiver of relinquishment for the future of any such terms, covenants, agreements, provisions and conditions, but the same shall be and remain in full force and effect with power and authority on the part of PVSC to enforce the same or cause the same to be enforced at any time, without prejudice to any other rights which PVSC may have against the Contractor under this contract or the contract documents.
- 00713** Plans, specifications and the within contract shall be construed in accordance with the laws of the State of New Jersey.
- 00714** The Contractor shall commence with the work on the project within ten (10) days after notice to proceed unless stated otherwise herein.
- 00715** The Contractor has agreed that it has carefully examined the site of the work, the form of the contract and specifications and the drawings referred to therein, and will provide all necessary machinery, tools, apparatus, and other means for construction and do all the work and furnish all the materials called for by the within contract and the specifications and the requirements under them of the Engineer and in accordance with the bidders notice, information for bidders, plans, general requirements, specifications, etc., all of which are incorporated herein as though fully set forth and form a part of this contract.
- 00716** The Contractor is held to have visited the site prior to the time of submitting bids and to have apprised and informed itself of all conditions at the site. Any information furnished by a representative of PVSC upon such matters shall in no way relieve the Contractor from risk or responsibility in fulfilling all of the terms of the contract; nor shall PVSC assume any responsibility or incur any liability as the result of furnishing of information by any representative.
- 00717** Any information as to the location of existing substructures and utilities shown on the contract drawings is not guaranteed as to accuracy by PVSC and PVSC incurs no responsibility or obligation to the Contractor or others in connection therewith.
- 00718** The Contractor shall not employ any subcontractor that PVSC may object to as incompetent or unfit; nor shall the Contractor subcontract to any person that has submitted a bid proposal for the

award of the contract. Additionally, the Contractor shall not enter into any joint venture of any kind whatsoever relating to the within construction. PVSC may waive the provisions of this paragraph in its sole and absolute discretion, upon submission of a written request by the Contractor for a waiver supported by a disclosure of all of the facts and circumstances accompanied by a copy of the joint venture contract agreement or understanding.

PVSC requests that the contractor provide proof of its business registration with the New Jersey Department of Treasury required at, or before, time of award.

The Contractor shall list all subcontractors that it intends to employ in its bid proposal, the subcontractor's State license number and business registration certificate from the NJ Department of Treasury (required at, or before, time of 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 sub-contractors, or anyone for whose acts Contractor may be liable) in the performance or non-performance of services or other obligations under this agreement or in the use or occupancy of any facilities or equipment provided by the Indemnified Parties, including, but not limited to, injury to or death of any person, damage to or destruction of any property, real or personal (including, but not limited to, property owned, leased or under the control of the Indemnified Parties), and liability or obligations under or with respect to any violation of federal, state and local laws, regulations, rules, codes and ordinances (including, but not limited to, those concerning environmental protection).

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

This section shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which would otherwise exist in favor of any Indemnified Party, or any obligation of Contractor, or its officers, directors, employees, agents, contractors, or sub-contractors to indemnify an Indemnified Party. Contractor's obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation, or benefits paid or payable by Contractor under workers' compensation laws, disability benefits laws, or other employee benefit laws or regulations.

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

00725 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) combined single limit for each occurrence/five million dollars (\$5,000,000) aggregate;
2. Comprehensive automobile liability insurance coverage of not less than one million dollars (\$1,000,000) combined single limit;
3. Workers' compensation with limits in accordance with New Jersey law; and
4. Employer liability insurance with limits of at least five hundred thousand dollars (\$500,000).

PVSC and its 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 the work, the Contractor shall remove all equipment, temporary work, unused materials and rubbish, and temporary buildings; shall repair or replace in an acceptable manner all private or public property which may have been damaged, destroyed, moved or removed on account of the prosecution of the work; and shall leave the site and all adjacent properties in a neat and presentable condition wherever its operations have disturbed conditions existing at the time of the starting of the work.
- 00729** No final or semifinal payment shall be made until the Contractor has executed and delivered a release to PVSC and every member, agent or employee thereof, from all claims and liability to the Contractor for everything and anything done or furnished, or of any person relating to or affecting the work. (Semifinal payment shall mean payment for all work performed under the contract, except retainage held as a guarantee against warrantee claims.)
- 00730** Before final or semifinal payment, the Contractor shall deliver to PVSC an affidavit of payment of all claims of suppliers and subcontractors. In the event that any supplier or subcontractor has not been paid and the claim is disputed by the Contractor, the Contractor shall submit all of the facts in its affidavit and PVSC shall be authorized, in the exercise of its discretion, to withhold from the payment the sum of money sufficient to guarantee payment of the claim. Nothing contained herein, however, shall incur any responsibility by PVSC to any material man or subcontractor, nor shall anything contained herein give rise to a cause of action by any subcontractor or supplier against PVSC.
- 00731** Before final acceptance and final or semifinal payment by PVSC, the Contractor shall deliver to PVSC a complete release of all liens arising out of the contract. Contractor agrees that at no time shall any municipal liens, mechanical liens, notices of intention, or secured instruments be filed against the work and should PVSC be compelled to remove or discharge a municipal lien, mechanics lien, notice of intention or secured instrument, the Contractor shall reimburse PVSC for all costs.
- 00732** Before final or semifinal payment the Contractor shall deliver to PVSC a consent or the Surety to the final payment. Release of final payment shall act to release PVSC of all claims by the Contractor's performance of the contract.
- 00733** **NOT APPLICABLE TO THIS CONTRACT**
- 00734** All payments under the within contract shall be upon the written certification of the Engineer.

To the extent applicable, pursuant to N.J.S.A. 2A:30A-2(f), disputes regarding whether a party has failed to make payments required pursuant to N.J.S.A. 2A:30A-2 may be submitted to a process of alternative dispute resolution. Alternative dispute resolution permitted by this section shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts. In any civil action brought to collect payments pursuant to this section, the action shall be conducted inside of this State and the prevailing party shall be awarded reasonable costs and attorney fees.

- 00735** The Commission may order, and the Contractor shall perform, extra work under this contract that is limited to the subject matter of this contract.

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

- (a) By such applicable unit prices, if any, as are set forth in the contract; or
- (b) If no such unit prices are set forth, and if the parties cannot agree upon prices or lump sum, then for work performed the Contractor shall receive as compensation the actual cost to him, which cost shall include only:
 - 1. Labor, including foreman, but not supervisors.
 - 2. Materials entering permanently into the work.

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

00736 In the event that the vendor, unless prevented by strike or strikers, which prevents delivery of parts or services, and shall fail to furnish the materials, or services listed in this contract as per the specifications, and according to all the terms of this contract, the 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.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions 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. 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, 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. 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 (NJAC 17:27)**.

00738 Substantial Completion and Inspections

Substantial Completion

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

Substantial Completion Inspection

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

Final Inspection

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

00800 SUPPLEMENTAL CONDITIONS – INDEX

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00800 SUPPLEMENTAL CONDITIONS

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

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

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, national origin, ancestry, marital status, 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.

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 Wage

Every contract in excess of the prevailing wage contract threshold amount for any public work to which any public body is a party or for public work to be done on property or premises owned by a public body or 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 worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the public body, the lessee to whom the public body is leasing a property or premises or the lessor from whom the public body is leasing or will be leasing a property or premises 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 for any excess costs occasioned thereby to the public body, any lessee to whom the public body is leasing a property or premises or any lessor from whom the public body is leasing or will be leasing a property or premises.

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

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

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

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

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

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

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

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

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

00826 Hazardous Materials

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

Hazardous material not complying with this act will cause 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. 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.

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

00828 Set-Aside Contract Compliance

Contractor shall comply with the New Jersey Regulations Statute governing minority and female contractor and subcontractor participation on construction contracts as required by N.J.S.A. 52:32-17. 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."

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).
- **“Candidate Committee”** means a committee established by a candidate pursuant to N.J.S.A. 19:44A-9(a), for the purpose of receiving contributions and making expenditures.
- **“State Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-4.
- **“County Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-3.
- **“Municipal Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-2.
- **“Legislative Leadership Committee”** means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly, or the Minority Leader of the General Assembly pursuant to N.J.S.A. 19:44A-10.1 for the purpose of receiving contributions and making expenditures.
- **“Political Party Committee”** means:
 1. The State committee of a political party, as organized pursuant to N.J.S.A. 19:5-4;
 2. Any county committee of a political party, as organized pursuant to N.J.S.A. 19:5-3; or
 3. Any municipal committee of a political party, as organized pursuant to N.J.S.A. 19:5-2.

Agency Submission of Forms

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

Questions & Answers

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

NOTE: *The Chapter 51 Q&A on the website DOES NOT address the expanded pay-to-play requirements imposed by Executive Order 117. The Chapter 51 Q&A are only applicable to contributions made prior to November 15, 2008. There is a separate, combined Chapter 51/E.O. 117 Q&A section dealing specifically with issues pertaining to contributions made after November 15,*

2008, available at: <http://www.state.nj.us/treasury/purchase/execorder134.shtml#state>.

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

DIVISION 1 - GENERAL REQUIREMENTS

01010 SCOPE OF WORK

Work to be performed under Contract A935 includes, but is not limited to, the furnishing of all safety, supervision, labor, materials, supplies, equipment and all other facilities required to inspect via sonar technology, quantify tonnage and to remove all sludge, grit and debris from the influent conduit, beginning at the entry point of the Grit and Screen area Diversion Chamber up to and including the Influent Pump Station (IPS) Forebay influent well in strict accordance with the contract documents. Bidder shall include subcontracted sonar/video inspection services, rental costs of roll-off trucks, high pressure jet nozzles, dewatering container(s) cranes, pump trucks and cost of transportation from PVSC to designated disposal site: (NJMC Keegan Landfill ID 27, One DeKorte Park Plaza, Lyndhurst, NJ, 07071). Contractor shall use PVSC Disposal Account # 09188 and provide manifests to PVSC documenting tonnage for all loads. Contractor shall also include all cost factors, such as wages, benefits, travel time, fuel, insurance, overhead and profit, general and administrative (G&A) and all other additional expenses necessary to complete the work described in the bid items listed in SECTION 00305.

01011 ERRORS OR OMISSIONS OF DETAILS IN SPECIFICATIONS

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

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

01025 PAYMENT

Simultaneously with his delivery of the executed Contract, the Contractor shall furnish and deliver to the Owner for review and approval a breakdown of the lump sum bid in such detail and form as will be acceptable to the Owner for use in facilitating the preparation of monthly estimates for progress payments to the Contractor. The breakdown shall also show the delivered price of material, equipment, and the allowance for installation.

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.

Mobilization shall consist of the cost of initiating the contract. Payment for mobilization will be made at the lump sum price bid for this item in the bid form which price shall include the cost of initiating the contract. The provision for payment for mobilization shall supersede any provisions elsewhere in the specifications for including the costs of these initial services and facilities in the prices bid for the various items scheduled in the proposal. The lump sum price bid for mobilization shall be payable to the CONTRACTOR whenever he shall have completed ten (10) percent of the work of the contract.

For the purposes of this item, ten (10) percent of the work shall be considered completed when the total of payments earned, exclusive of the amount bid for this item, shown on the monthly certificates of the approximate quantities of work done, shall exceed ten (10) percent of the total price bid for the contract. The lump sum price bid for mobilization is limited to the following maximum amounts:

Total Original Contract Amount
(Including mobilization)

<u>From More Than</u>	<u>Maximum Amount To and Including</u>	<u>for Item Mobilization</u>
\$ 0	\$ 100,000	\$ 3,000
100,000	500,000	15,000
500,000	1,000,000	30,000
1,000,000	2,000,000	60,000
2,000,000	3,000,000	90,000

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

To assure timely payment, bills must be received by the PVSC Plant Engineering Department not less than eighteen (18) days prior to the Commission meeting date. (Meeting dates will be provided by PVSC.)

01037 REPLACEMENTS

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

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

01038 CARE AND PROTECTION OF PROPERTY AND MATERIALS

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

01040 CONCURRENT WORK AND OTHER CONTRACTORS

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

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

01046 WORKING HOURS

Contractor will have access to the site and work of this contract during normal PVSC working hours (7:00 a.m. to 4:15 p.m.), five (5) days per week, with the exception of PVSC Holidays. Contractor will be allowed to work six (6) 10-hour days per week with PVSC consent and approval upon contractor request to meet required schedule completion in sixty (60) days. No additional compensation will be paid to the contractor, as it included in the contractor's contract price. A list of PVSC Holidays will be provided to the Contractor.

01047 MANUFACTURER'S CERTIFICATION AND ACCEPTANCE

The Contractor shall supply to the Owner a certificate certifying that the post-cleaning operation sonar video and Inspection meets all the requirements of the Contract Documents, that it is fully suitable and will function properly for the use intended and within the system called for by the Contract Documents, and that the guarantee as required by this Contract will be in full force and effect.

The Contractor shall provide a certificate co-signed by the Sonar Inspection Sub-Contractor as to compliance with the stipulated requirements.

The Contractor is hereby put on notice that final acceptance of the work 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.

01048 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.

01301 SHOP DRAWING SUBMITTALS

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

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

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

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

01302 THIS SECTION NOT USED

01303 RECORD DRAWINGS

During construction, the Contractor shall keep an accurate record of the installed work including any deviations, however minor, from the contract drawings. Upon completion of the contract 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.

01304 SHOP DRAWING AND O & M MANUAL REVIEW

Material or equipment shall not be purchased or fabricated until the Owner 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.

Any materials or equipment furnished in spite of the above, without properly noted shop drawings, shall be promptly removed.

If the shop drawings are marked "**CORRECTIONS NECESSARY – RESUBMISSION REQUIRED**" or "**NOT APPROVED**" by the Owner, they shall be **promptly** corrected and resubmitted to the Owner for review.

The Owner'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 Owner 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

01309 SPARE PARTS, SPECIAL TOOLS & LUBRICANTS

(THIS SECTION IS NOT APPLICABLE)

01310 SCHEDULING

Within ten (10) days after receipt of Notice to Proceed the Contractor shall meet with the PVSC Plant Engineer 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 (60) sixty consecutive calendar days from receipt of "Notice to Proceed".

01315 LIQUIDATED DAMAGES

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

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

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

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

01410 TESTING OF MATERIALS

The contractor shall provide onsite testing and certification for determining the percent of free liquids in each load in accordance with EPA testing Method 9095B, Paint Filter Liquids Test.

01420 INSPECTION AND ACCEPTANCE

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

01421 DEFECTIVE WORK, EQUIPMENT OR MATERIALS

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

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

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

01602 TOOLS, EQUIPMENT AND UTILITIES

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

01603 SAFETY

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

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

Prior to commencing any work at the site the Contractor shall designate in writing to PVSC the name of the person who is their on-site safety officer. The contractor 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 contractor shall also furnish personnel meeting the requirements of "competent person" as defined by OSHA for all applicable aspects of the work.

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

responsible for supervision of the Contractor's employees, subcontractors, suppliers and representatives for safety.

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

Contractor's (and subcontractor's) personnel when on PVSC property shall wear OSHA approved hard hats 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 7:31-1-6 – 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.

Every third Wednesday of each month at 11:00 a.m. the evacuation siren is put through a test cycle. The Contractor should check with PVSC each month shortly before that time to confirm the test is going to be performed. If so, it is not required to assemble for the test cycle.

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

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

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

01604 MATERIALS HANDLING AND STORAGE

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

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

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

Contractor shall be responsible for daily cleanup.

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

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

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

01630 DOMESTIC PRODUCTS AND MATERIALS

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

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

01710 QUALIFICATION OF CONTRACTOR

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

The Contractor shall 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 within the last two (2) years and the dates the work was performed. (In coordination with Reference List' in Sections 00401 and 00305 (I), and with specific technical qualification requirements as stated in Section 10005).

01720 TRADE PRACTICE/SUPERVISION

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

Further, the Contractor's 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.

01730 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 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.

DIVISION 10 SPECIALTIES- INSPECTION AND CLEANING OF SLUDGE, GRIT AND DEBRIS FROM IPS STRUCTURE AND INFLUENT CONDUIT

10001 SCOPE OF WORK

The work of this section includes all supervision, labor, materials, equipment, transportation and incidentals necessary to perform cleaning and inspection of the influent facilities conduit and IPS Forebay per the attached drawings.

For Inspection Services, work shall include, but is not limited to, locating access points with PVSC drawings; provision of traffic control, winches, cables, fire water hydrant connections including water meters and backflow preventers, confined space entry, and SONAR AND CCTV pre-cleaning and post-cleaning inspections including submittal of completed inspections in digital format. Other important safety considerations are to be the sole responsibility of the Contractor to obtain and to incorporate the necessary provisions into the overall contract price to complete the specified work under the conditions referenced in the contract. Contractor shall be paid for the actual work performed based on the schedule of quantities listed in the Bid Sheet (Section 00305).

For Cleaning Services work shall include, but not limited to: location of equipment consistent with uninterrupted PVSC operation, provision of truck and/or trailer; provision of debris pumps; placement and removal of sandbags; provision of cleaning equipment; provision of winches, provision of cables, provision of water, provision of pumps and suction hosing, removal and disposal of grit, and debris; provision of debris traps/forks, provision of air meters, provision of confined space entry, provision of SONAR AND CCTV inspections including submittal of completed inspections in digital format. Contractor shall be paid for the actual work performed based on the Schedule of Quantities and Prices.

10002 COMMENCEMENT, EXECUTION, AND COMPLETION OF INSPECTION WORK

1. Scope of Work – Pre Cleaning and Post Cleaning Inspections. The intent of performing pre-cleaning and post-cleaning inspections are to compare each report to measure the success of the cleaning operation. They will also be used to assess the structural condition of the structure being cleaned.
 - a. Prior to cleaning the IPS Structure and Influent Conduit, the Contractor shall inspect each using Closed Circuit Television and Sonar Instruments to assess the following conditions:
 - i. Depths of flow
 - ii. Manhole/Access Structure depths
 - iii. Air quality in the pipeline/structure being inspected
 - iv. Accessibility of manholes
 - v. Structural Condition of the subject pipeline/structure being inspected.
 - vi. Level of Sediment throughout the sewer, providing a detailed sediment profile on a line graph so as to specifically identify how many Cubic Feet (CF) of material is expected to be in the pipeline.
 - vii. Average Level of Sediment
 - viii. % Blockage in the Subject Pipeline/Structure being inspected.
 - ix. Any and all defects shall be coded PACP format in strict accordance with NASSCO Standards.
 - b. The profiling/camera unit shall be deployed through the sewer line in the direction of flow at a speed not greater than 30 feet per minute, stopping as necessary to permit proper documentation of the sewer's condition.
 - c. In instances where manual or remote power winches are used to pull the sonar device through the sewer (i.e., where the recording technician does not directly control the winch), constant two-way communication shall be set up between the two entry points of the concrete conduit being inspected to permit the recording technician to communicate

clearly with the crew member controlling the camera's or sonar device's movement.

- d. Accurate and continuous footage readings shall be superimposed on the video recording for each line inspected by remote inspection methods. Also shown shall be the date of inspection and a Passaic Valley Sewerage Commission (PVSC) structure number designation for each entry point on the conduit section inspected.
- e. The influent conduit shall be inspected in its existing condition. The Contractor shall be responsible for having the necessary camera skids, floats, and rafts available to allow for inspection of these lines in a manner acceptable to the PVSC under live flow conditions.

The Contractor shall execute the field work in a continuous manner and shall not leave the project without prior written approval of the Owner.

2. Submittals

a. Quality of Recordings

i. The audio-visual recordings shall:

- 1. Be in color MPEG 4 format inscribed on a USB drive
- 2. Be clear, and usable and created with a pan and tilt inline camera positioned at the center portion of the pipe
- 3. Include a visual and accurate footage reading on the recording
 - a. Include a voice recording of suspected deficiencies
 - b. Identify groundwater infiltration sources associated with construction or materials defects

ii. Video and Sonar Inspection of pipe - The camera and sonar equipment used to inspect pipe shall meet or exceed the following requirements:

- 1. 420 lines horizontal resolution;
- 2. Scanning - 525 lines, 60 fields, 30 frames, interlace 2:1, NTSC color standard
- 3. Minimum light capability of three LUX.
- 4. 46 decibel signal to noise ratio using an F/1.4 lens;
- 5. Adequate lighting to ensure true color picture and sharp image on video band widths only.
- 6. Picture transmission not subject to local transmitter interference
- 7. No visible streaking of the low-frequency test bars when viewing a standard ETA test chart
- 8. Composite video signal derived from the camera of 1.0 volts (140 IRE units) at the monitor after transmission through 4,000 feet of cable.
- 9. Geometrical distortion of image less than two percent (2%).

b. Reports

- i. The original USB drives, and all documentation associated with the project (video, audio and sonar files) for the project shall be forwarded to the PVSC with final report submittals and shall become the property of the PVSC. Additional copies, if requested, shall be made by the Contractor.
- ii. Each inspection shall be finalized with the submittal of an inspection report. The submittal is to be delivered to the PVSC no later than 48 hours after an inspection is completed.
- iii. Each Inspection submittal shall include the following:
 - 1. Date, Time, Weather, Diameter of structure, Shape, Material Structure

is made of, Length Surveyed.

2. Pipeline/Structure Profile Report including notations of PACP coded defects. PACP coded defects shall be located within the profile of the structure or pipeline inspected, and shall be noted at the specific location of where the observation was made.

3. Each observation shall be accompanied by a still image (JPEG) of the defect/observation.

4. Sediment Profile Reports

a. Each Sediment profile report shall include the following information:

i. Line graph showing the total Lineal Footage of the pipeline (in LF), and total diameter of the structure (in inches).

ii. Blue lines shall show the crown and invert of the pipeline being surveyed in the Line Graph.

iii. A Brown line shall show the varying levels of debris throughout the structure being surveyed.

iv. Max debris level (in Inches)

v. Average Sediment Level (in Inches)

vi. Estimated Sediment Volume (in Cubic Feet)

vii. Total Blockage Percentage

iv. It is the intent of these specifications-is that the equipment used provides a bright, distinct picture of the inside of the pipe and or structure being surveyed. If the picture quality is inadequate, the PVSC may not accept the inspection data and may require additional video/sonar inspections

3. Equipment

a. Sonar Profiling and CCTV System for Semi-Submerged Pipe.

i. Base System must include

1. Underwater Scanner Unit

2. Sonar Processor Monitor

3. Picture in Picture system—Combined CCTV and Sonar Imagery is Required. The output shall similarly display combined CCTV and Sonar images of the sewer being inspected. The sonar image shall be continuously superimposed (picture in picture) on the real CCTV image as required.

4. Above waterline CCTV camera

5. All necessary connections and accoutrements

b. Sonar Profiling System for submerged pipe

i. Base system must include

1. Underwater scanner unit

2. Collapsible Sonar Siphon Float

3. Sonar Processor/Monitor

4. All necessary connections and accoutrements

c. All cameras used shall be color units specifically designed or modified for use in large-diameter sewer inspection work. The above water cameras shall be operable in 100% humidity conditions. The camera lens shall not have less than a 65-degree viewing angle and shall have either automatic or remote focus and iris controls. Camera lighting shall be sufficient for use with color inspection cameras, and for diameters larger than 42 inches, a minimum of 1,000,000 candlepower lighting in the 3200 degree Kelvin range shall be made available. In all cases, the complete video system (camera, lens, lighting, cables, monitors and recorders) shall be capable of providing a picture quality acceptable to PVSC, and if unsatisfactory, equipment shall be removed and no payment will be made for unsatisfactory inspections.

10003 COMMENCEMENT, EXECUTION, AND COMPLETION OF CLEANING WORK

1. Carrying Capacity Restoration Criterion

- a. The IPS Structure and Influent Conduit shall be cleaned so as to return the structures to a **minimum of 97%** of its original carrying capacity to bottom of floor.

2. Project Sequencing

- a. **Notice to Proceed:** The Contractor shall respond in writing to PVSC Representative within **5 working days** after receipt of the Notice to Proceed (NTP), to commence with initial inspection, final cleaning of the influent facilities conduit and IPS Forebay area.
- b. **Pre-Construction Meeting:** Upon Notice to Proceed, the contractor shall attend a pre-construction meeting, at which time all remaining general details of the contract will be discussed. These items shall include status of execution, Contractors insurance certificates, NTP date, contract time, completion dates, liquidated damages, scope of work, and construction sequence, submittals, materials safety data sheets, Construction Safety and Health Manual for Contractors, workforce report, estimated monthly payment request, schedule of values, application for payment, lock/tag procedures, emergency telephone numbers, work storage and staging areas, utilities, contract hours, PVSC Holidays, safety, OSHA, job site cleanliness, progress and scheduling meetings, paint filter test documentation .
- c. **Start-Date:** The Contractor shall start work on the locations within ten (10) calendar days, after acknowledgement by the Contractor of receipt of Notice to Proceed.
- d. **Schedule:** The Contractor's written response shall include a detailed-a schedule showing the start dates specified in the Bid Sheet and the progress the Contractor will follow to complete each individual task location shown in the contract drawing PE-2376 Partial Site Plan within the time limit specified in the Bid Sheet. The Contractor shall complete all such work on a contract documents without interruption or delay within the time limit as specified in the contract.
- e. **Labor Force:** Contractor shall prosecute the work with sufficient labor force, equipment and all other resources man-hours, including extra shifts, night work, and overtime operations as may be necessary to ensure completion of the work in accordance with the 60-day schedule required by the project. PVSC will work with Contractor to develop a mutually agreeable schedule on an activity by activity basis. PVSC will give Contractor at least one (1) week notice regarding anticipated work.
- f. **Lump Sum Breakdown:** In addition to a submitted schedule, Contractor shall submit an extension of quantities per the unit prices established in the attached Schedule of Quantities so as to establish a "Not to Exceed" price for work to be completed as described by the project specifications.
- g. **Survey:** Contractor shall inspect the condition of the influent conduit prior to cleaning via a sonar inspection as a primary method of quantifying tons of grit to be removed. Closed circuit TV videos may be used for inspecting the condition of the conduit structures. Contractor shall submit to PVSC the sonar video, pre-cleaning video, PACP inspection reports.

- h. Drawings: Contractor shall utilize PVSC plans and profiles to create sedimentation profiles along with the method and plan to clean the structures for review and approval by PVSC.
- i. PVSC Review: PVSC will review the inspection data along with the plan to determine if the method of cleaning is suitable for the structures. Once approved, the Contractor shall clean the structures in strict accordance with these contract documents and submitted cleaning plan. In the event PVSC does not approve the plan, the Contractor will be required to revise and re-submit a different plan, and/or work with PVSC staff to develop a plan to clean the structures.
- j. Cleaning Operations: Sequence of cleaning work shall begin with the Influent Conduit. Once the Influent Conduit has been cleaned and accepted by PVSC, then cleaning work may begin on the IPS Forebay Area.
- k. Transportation: Contractor will include labor and equipment for transportation, (i.e., tractors and roll off containers) to transport grit from PVSC to designated disposal site: (NJMC Keegan Landfill ID 27, One DeKorte Park Plaza, Lyndhurst NJ, 07071). Contractor shall operate under PVSC License (NJDEP Registration Number 09652 and use PVSC Disposal Account # 09188 and provide manifests to PVSC documenting tonnage for all loads.
- l. Uninterrupted PVSC Operation: **Temporary bypass and flow diversions are strictly prohibited from being implemented. All cleaning and inspection operations are to be conducted in the absence of temporary bypass and/or flow diversion.** The system will not be dewatered for this operation as it requires high scouring pressures, decanting equipment and the return of decanted reject-water to the process stream. **Therefore, other methods such as 'VAC-truck' type operations are unacceptable in this application.**
- m. City Water Metering: Contractor shall utilize PVSC's on site city water fire hydrants for jet water for scouring grit to the extraction pump as indicated on the PVSC site drawing PE-2376. Contractor shall provide a back-flow preventer and water meter at connection to each hydrant. Contractor shall record and provide documentation to PVSC for actual gallons used.
- n. Temporary Electrical Power: Temporary power from the PVSC electrical distribution system will be considered provided that the Contractor shall be responsible to make all the necessary connections in accordance with NFPA 70 (NEC 2011 edition). Connections will not interfere with normal PVSC operations.
- o. Post Cleaning Inspection: After a structure has been cleaned, the structures shall be re-examined with a closed circuit TV and Sonar inspection system and the resulting video shall be submitted to PVSC. PVSC will then compare the before and after videos to verify the structures are clean to a minimum of 97% of its original carrying capacity. In the event PVSC is not satisfied based on the standards above, the Contractor shall re-submit another plan to re-clean the structures to PVSC for approval. The process will then repeat until PVSC is satisfied.

3. Equipment Requirements – Influent Conduit

- a. High-velocity, hydraulically-propelled (Hydro-Cleaning) equipment as specified in the latest edition of the American Public Works Association "Standard Specifications for Public Works Construction" ("Green Book"), shall be used on this Contract.
- b. The Contractor shall use a dual truck, high-velocity water jet accompanied by a debris collection system that is a closed-loop, non-odor emitting process. The dual truck system shall be designed so as to combine the power of both the upstream truck and downstream truck to a common water jet nozzle inside of the pipe. The system shall be capable of pulling the nozzle upstream at a minimum of 100 LF/Minute. The water jet shall be rated for a minimum volume of 350 gpm with a pressure of 2000 psi at the pump. The hose reel for jetting shall have a hose capable of reaching a minimum of 400 ft.
- c. The Contractor shall use a non-odor emitting closed-loop dewatering system to remove sand and grit from the sewer. The high-velocity water jet shall be inserted into the sewer and used to move the slurry of debris and water to a downstream high-speed solid extraction submersible pump system. A submersible pump, capable of processing a minimum of 2500 gpm, shall be used to transfer the solids and water into a fully enclosed, sealed grit/water separator capable of simultaneously capturing grit and sand while decanting the water back into the sewer. The grit/water separator container must also be able to transport the solid waste safely without emitting odor.
- d. Cleaning equipment shall be capable of utilizing water from a public hydrant system for jetting activity.
- e. Influent Conduit shall remain in service during the cleaning process.
- f. The cleaning process shall not allow sediment or debris to escape downstream during the cleaning operation.

4. Equipment Requirements – IPS Structure

- a. The Contractor shall use a non-odor emitting closed-loop pumping system to remove sand and grit from the IPS Structure. A high-velocity jetter shall be attached to a hydro injection slurry ring. The hydro injection slurry ring shall be rated for a minimum volume of 350 gpm with a pressure of 2000 psi. The hydro injection slurry ring shall be fixed to the base of the material extraction pump, so as to agitate material collected on the bottom of the IPS Structure.
- b. The material extraction pump shall be capable of processing a minimum of 2500 gpm, and shall be used to transfer the solids and water to a fully enclosed, sealed grit/water separator capable of simultaneously capturing grit and sand while decanting the water back into the active IPS Structure.
- c. The material extraction pump shall be moved throughout the entire IPS Structure so as to adequately remove material collected throughout all sections of the IPS Structure. The cleaning activity shall not impede upon the normal function of the Archimedes Screw Conveyors of the IPS Structure. Contractor is to submit a comprehensive rigging plan for submittal to the Agency Representative for review and approval. No work shall commence until the rigging plan has been accepted and approved.
- d. The grit/water separator container must be able to transport the solid waste safely without emitting odor.
- e. Cleaning equipment shall be capable of utilizing water from a public hydrant or grey water from the sewer system for jetting activity.

f. The IPS Structure shall remain in service during the cleaning process.

5. **Material Disposal**

a. Contractor shall remove the debris trapped in the structures being cleaned and dispose of only that debris at a designated Material Classification Area ("MCA"). Contractor will not be required to pay for the testing and or disposal cost of material extracted during the cleaning process.

b. The contractor shall remove, transport, measure and dispose of all grit off site at designated disposal site: (NJMC Keegan Landfill ID 27, One DeKorte Park Plaza, Lyndhurst NJ, 07071). Contractor shall operate under PVSC License (NJDEP Registration Number 09652 and use PVSC Disposal Account # 09188 and provide manifests to PVSC documenting tonnage for all loads.

c. PVSC reserves the right to shut down cleaning activities based on wastewater flow at no additional cost to PVSC. PVSC's continued operation is paramount.

6. **Unintended Blockage of Conduit Flow**

a. Contractor shall prevent cleaning operations from causing a stoppage or overflow. In the event of a stoppage or overflow the contractor shall immediately notify PVSC's Collection System Operations. The Contractor shall remove the stoppage and contain and mitigate the overflow. Overflows shall be mitigated to PVSC standards including property damage overflows that shall require cleaning and restoration to Institute of Inspection, Cleaning and Restoration (IICRC) standards. All costs for damages occasioned by the overflow are the responsibility of the contractor and PVSC must be notified immediately of any and all sewer overflow(s).

7. **Plant Normal Vehicular Traffic Flow**

a. Contractor shall prevent contract operations from disrupting normal (heavy) waste transport operations within the plant. Work site is adjacent to the central, main truck route necessary for daily truck transport of waste to all points in the plant. Contractor shall submit a traffic control plan to control vehicular and pedestrian traffic control complete with proposed signage, barrier equipment and supply hose placements for review and approval by PVSC.

10004 MEASUREMENT AND PAYMENT

1. Contractor shall track daily job progress using disposal manifests showing actual tons of materials cleaned from the subject areas. This daily log will also track all quantities of work performed to include but not limited to the following:

- a. Date/Time
- b. Weather
- c. Job Progress
- d. Labor
- e. Equipment
- f. Materials
- g. Impacts
- h. Meetings
- i. Change Order Progress

2. Daily work logs and disposal shipment manifests will be used to justify quantity of work

performed on a specific line items listed in the Bid Sheets of Section 00305. Contractor shall submit its billing only for actual work performed by the Engineering Cut-Off Date in accordance with PVSC's "Meeting and Cutoff Dates for 2014" schedule. Actual quantities of work performed will be extended using the unit rates established in the Bid Sheets of Section 00305. Contractor shall submit a line item spread sheet of quantities of work performed by activity or manifest number. Contractor shall also provide all daily work logs associated with completed job progress for the specific month in the billing cycle.

3. Measurement for grit removal shall be the actual tons of grit removed, based on passing a paint filter test in accordance with EPA Method 9095B to verify moisture content. Contractor shall de-water as necessary to achieve **1.63 ton/c.y. (decanted density)**.
4. Payment for grit removal will be at the unit price per dewatered ton with (certification by load as having passed the Paint Filter Test in accordance with EPA Method 9095B on-site by contractor) as for grit removal transportation and disposal.
5. Applications for Payment shall include:
 - a. Application and Certificate for Payment (Form G702/G703)
 - b. Partial Release and Waiver of Lien Payment Warranty
 - c. Contractors Certification Statement
 - d. Contractor's Application and Certification for Payment (with Schedule of Values Sheet 2)
 - e. US Department of Labor Payroll
 - f. State of NJ Monthly workforce Report

10005 QUALIFICATION REQUIREMENTS

1. Contractor shall submit an experience statement with the bid documents. If an experience statement is not submitted with the Contractor's bid documents, then the Contractor's bid may be deemed non-responsive.

2. Experience Statement Requirements

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. A certification questionnaire form (Section 00401) is included for the Contractor's convenience.

3. Equipment Requirements

- a. **This type of system shall include no VAC trucks.** System must utilize a submerged, high flow, high pressure jet cleaning nozzle, fed with blasting water by a dual sourced, pressure boosted supply system, with dual hose reel supply trucks, capable of pulling the nozzle in either direction.
- b. The system shall also include a closed loop de-canting separator system capable of concentrating the filtered sediment to paint filter test requirements, and returning decanted water back into the process stream.
- c. System range of operation including hose and hose reels must be able to reach a minimum of 400 linear feet of underground conduit and Forebay well.

END OF SECTION



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

CHAPT 51/EO 117-1

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

Part 1: Vendor Information

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

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

Address 1 _____ Address 2 _____
 City _____ State _____ Zip _____ Phone _____
 Vendor Email _____ Vendor FEIN _____

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

I hereby certify as follows:

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

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

Part 3: Disclosure of Contributions Made

CHAP 51/EXO 117-2

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

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

Add a Contribution

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

Part 4: Certification

CHAPT 51/EO 117-3

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

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

(CHECK ONE BOX A, B or C)

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

Signed Name _____ Print Name _____
Phone Number _____ Date _____
Title/Position _____

Agency Submission of Forms

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

METHOD 9095B

PAINT FILTER LIQUIDS TEST

1.0 SCOPE AND APPLICATION

1.1 This method is used to determine the presence of free liquids in a representative sample of waste.

1.2 The method is used to determine compliance with 40 CFR 264.314 and 265.314.

2.0 SUMMARY OF METHOD

2.1 A predetermined amount of material is placed in a paint filter. If any portion of the material passes through and drops from the filter within the 5-min test period, the material is deemed to contain free liquids.

3.0 INTERFERENCES

3.1 Filter media were observed to separate from the filter cone on exposure to alkaline materials. This development causes no problem if the sample is not disturbed.

3.2 Temperature can affect the test results if the test is performed below the freezing point of any liquid in the sample. Tests must be performed above the freezing point and can, but are not required to, exceed room temperature of 25 °C.

4.0 APPARATUS AND MATERIALS

4.1 Conical paint filter -- Mesh number 60 +/- 5% (fine meshed size). Available at local paint stores such as Sherwin-Williams and Glidden.

4.2 Glass funnel -- If the paint filter, with the waste, cannot sustain its weight on the ring stand, then a fluted glass funnel or glass funnel with a mouth large enough to allow at least 1 in. of the filter mesh to protrude should be used to support the filter. The funnel should be fluted or have a large open mouth in order to support the paint filter yet not interfere with the movement, to the graduated cylinder, of the liquid that passes through the filter mesh.

4.3 Ring stand and ring, or tripod.

4.4 Graduated cylinder or beaker -- 100-mL.

5.0 REAGENTS

5.1 None.

6.0 SAMPLE COLLECTION, PRESERVATION, AND HANDLING

A 100-mL or 100-g representative sample is required for the test. If it is not possible to obtain a sample of 100 mL or 100 g that is sufficiently representative of the waste, the analyst may use larger size samples in multiples of 100 mL or 100 g, i.e., 200, 300, 400 mL or g. However, when larger samples are used, analysts shall divide the sample into 100-mL or 100-g portions and test each portion separately. If any portion contains free liquids, the entire sample is considered to have free liquids. If the sample is measured volumetrically, then it should lack major air spaces or voids.

7.0 PROCEDURE

7.1 Assemble test apparatus as shown in Figure 1.

7.2 Place sample in the filter. A funnel may be used to provide support for the paint filter. If the sample is of such light bulk density that it overflows the filter, then the sides of the filter can be extended upward by taping filter paper to the inside of the filter and above the mesh. Settling the sample into the paint filter may be facilitated by lightly tapping the side of the filter as it is being filled.

7.3 In order to assure uniformity and standardization of the test, material such as sorbent pads or pillows which do not conform to the shape of the paint filter should be cut into small pieces and poured into the filter. Sample size reduction may be accomplished by cutting the sorbent material with scissors, shears, a knife, or other such device so as to preserve as much of the original integrity of the sorbent fabric as possible. Sorbents enclosed in a fabric should be mixed with the resultant fabric pieces. The particles to be tested should be reduced smaller than 1 cm (i.e., should be capable of passing through a 9.5 mm (0.375 inch) standard sieve). Grinding sorbent materials should be avoided as this may destroy the integrity of the sorbent and produce many "fine particles" which would normally not be present.

7.4 For brittle materials larger than 1 cm that do not conform to the filter, light crushing to reduce oversize particles is acceptable if it is not practical to cut the material. Materials such as clay, silica gel, and some polymers may fall into this category.

7.5 Allow sample to drain for 5 min into the graduated cylinder.

7.6 If any portion of the test material collects in the graduated cylinder in the 5-min period, then the material is deemed to contain free liquids for purposes of 40 CFR 264.314 and 265.314.

8.0 QUALITY CONTROL

8.1 Duplicate samples should be analyzed on a routine basis.

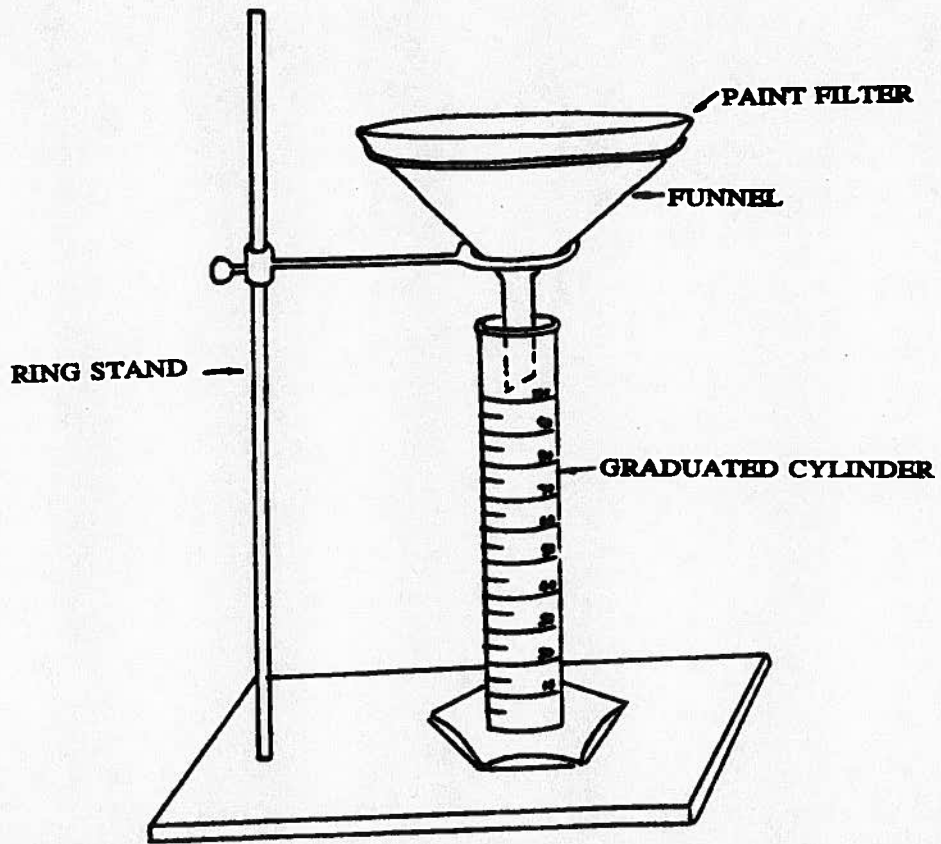
9.0 METHOD PERFORMANCE

9.1 No data provided.

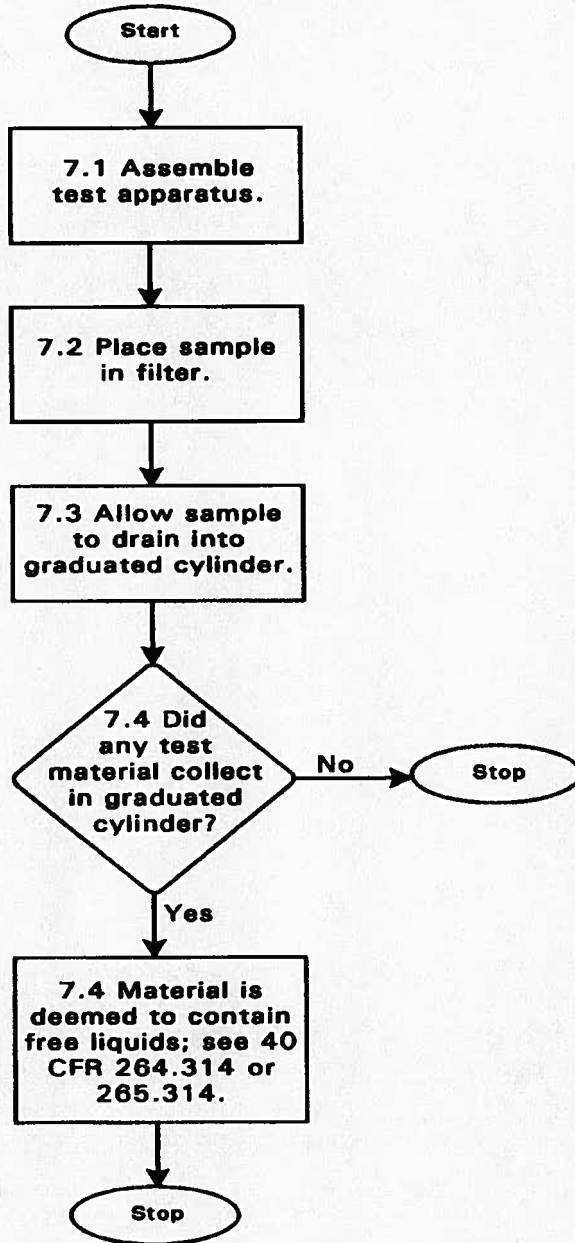
10.0 REFERENCES

10.1 None provided.

FIGURE 1
PAINT FILTER TEST APPARATUS



METHOD 9095B
PAINT FILTER LIQUIDS TEST





STATE OF NEW JERSEY
Department of Labor and Workforce Development
Division of Wage and Hour Compliance - Public Contracts Section
PO Box 389
Trenton, NJ 08625-0389

PREVAILING WAGE RATE DETERMINATION

The New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) requires that the Department of Labor and Workforce Development establish and enforce a prevailing wage level for workers engaged in public works in order to safeguard their efficiency and general well being and to protect them as well as their employers from the effects of serious and unfair competition.

Prevailing wage rates are wage and fringe benefit rates based on the collective bargaining agreements established for a particular craft or trade in the locality in which the public work is performed. In New Jersey, these rates vary by county and by the type of work performed.

Applicable prevailing wage rates are those wages and fringe benefits in effect on the date the contract is awarded. All pre-determined rate increases listed at the time the contract is awarded must also be paid, beginning on the dates specified. Rates that have expired will remain in effect until new rates are posted.

Prevailing Wage Rate

The prevailing wage rate for each craft will list the effective date of the rate and the following information:

W = Wage Rate per Hour

B = Fringe Benefit Rate per Hour*

T = Total Rate per Hour

- * Fringe benefits are an integral part of the prevailing wage rate. Employers not providing such benefits must pay the fringe benefit amount directly to the employee each payday. Employers providing benefits worth less than the fringe benefit amount must pay the balance directly to the employee each payday.

Unless otherwise stated in the Prevailing Wage Rate Determination, the fringe benefit rate for overtime hours remains at the straight time rate.

When the Overtime Notes in the Prevailing Wage Rate Determination state that the overtime rates are "inclusive of benefits," the benefit rate is increased by the same factor as the wage rate (i.e. multiplied by 1.5 for time and one-half, multiplied by 2 for double time, etc.).

Apprentice Rate Schedule

An "apprentice" is an individual who is registered with the United States Department of Labor - Office of Apprenticeship and enrolled in a certified apprenticeship program during the period in which they are working on the public works project.

The apprentice wage rate is a percentage of the journeyman wage rate, unless otherwise indicated. The apprentice benefit rate is the full journeyman benefit rate, unless otherwise indicated.

If there is no apprentice rate schedule listed, the individual must be paid at least the journeyman rate even if that individual is in a certified apprentice program for that trade.

If there is no ratio of apprentices to journeymen listed for a particular craft, then the ratio shall be one (1) apprentice to every four (4) journeymen.

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