

SPECIFICATIONS

For

Marion Ave Carbon Replacement

FOR THE
MERCHANTVILLE-PENNSAUKEN WATER COMMISSION
CAMDEN COUNTY, NEW JERSEY

February 2023

Merchantville-Pennsauken Water Commission
6751 Westfield Avenue
Pennsauken, New Jersey 08110
856-663-0043

Project No. 041923

NOTICE TO BIDDERS

PUBLIC NOTICE IS HEREBY GIVEN that sealed bids will be received by the Merchantville-Pennsauken Water Commission for the **Marion Ave Carbon Replacement Project** in Pennsauken, Camden County, New Jersey.

Bid forms, contracts and specifications are on file at the office of the Merchantville-Pennsauken Water Commission, 6751 Westfield Ave, Pennsauken, New Jersey 08110.

Said Bids will be received, opened and read aloud in public at the Merchantville-Pennsauken Water Commission Administration Building, 6751 Westfield Ave, Pennsauken, New Jersey on May 31, 2023 at 11:00 AM prevailing time.

Copies of the bid forms, contracts and specifications may be obtained from said Merchantville-Pennsauken Water Commission, by prospective bidders upon request.

PAYMENT MUST BE RECEIVED PRIOR TO OBTAINING SAID SPECIFICATIONS, EITHER BY MAIL OR IN PERSON.

The Merchantville-Pennsauken Water Commission reserves the right to consider the bids for sixty (60) days after the receipt thereof, and further reserves the right to reject any or all bids, either in whole or in part and also to waive any informality in any and make such awards or take action as may be in the best interest of the Merchantville-Pennsauken Water Commission.

Bids must be on the bid form prepared by Merchantville-Pennsauken Water Commission, in the manner designated therein and required by the specifications, must be enclosed in sealed envelopes bearing the name and address of the bidder on the outside and also bearing on the outside reference to the particular work bid upon. Said bids shall be addressed to Richard Spafford, P.E., MPWC Engineer, Merchantville-Pennsauken Water Commission, 6751 Westfield Avenue, Pennsauken, NJ 08110.

Each bid shall be accompanied by a certified check, cashier's check or bid bond duly executed by the bidder as principal and having as surety thereon a surety company approved by the Merchantville-Pennsauken Water Commission in an amount not less than ten percent (10%) but in no case in excess of \$20,000.00 of the amount bid. Any such bid bond shall be without endorsement or conditions. Bid shall also be accompanied by a certificate letter from a surety company stating that it will provide the bidder with the completion bond.

The award of the contract shall be made subject to the necessary moneys to do the work being provided by the Merchantville-Pennsauken Water Commission in a lawful manner. The contract to be executed by the successful bidder will provide that it shall not become effective until the necessary moneys to do the work have been provided by the Merchantville-Pennsauken Water Commission in a lawful manner. The award shall further be subjected to the securing of necessary State, Federal or Local permits governing the work.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et. seq., N.J.A.C. 17:27 (Affirmative Action), P.L. 1963. C150 (New Jersey Prevailing Wage Act), and Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et.seq.).

The contractor is further notified that he must comply with P.L. 1977, c. 33, and submit a Disclosure Statement listing stockholders with his bid.

The contractor is further notified that he must comply with P.L. 1999 c.238 Public Works Contractor Registration Act and he and any subcontractors must be registered in accordance with the act.

The contractor is also further notified that he must comply with P.L. 2004 c. 57 and submit proof of business registration and submit proof of business registration for any named subcontractors in accordance with the act.

By Order of the Commission
Merchantville-Pennsauken Water Commission
Camden County, NJ

Dated: April 13, 2023

Merchantville Pennsauken Water Commission

BID DOCUMENT CHECKLIST

Marion Ave Carbon Replacement

041923

(Project)

(Bid Number)

A. Failure to submit the following documents is a mandatory cause for the bid to be rejected. (N.J.S.A. 40A:11-23.2)

Checked if Required	Submission Requirement	Initial each required entry and if required, submit the item
X	Acknowledgement of Receipt of Revisions or Addenda N.J.S.A. 40A:11-23	
X	Bid Guarantee as required by N.J.S.A. 40A:11-21 (Bid Bond, Certified Check, or Cashier's Check)	
X	Consent of Surety for Performance Bond pursuant to N.J.S.A. 40A:11-22 (with Power of Attorney for full amount of Bid Price)	
X	Statement of Ownership Disclosure Certification pursuant to N.J.S.A. 52:25-24.2	
X	Disclosure of Investment Activities in Iran pursuant to N.J.S.A. 52:32-55	
X	Public Works Contractor Registration Certificate N.J.S.A. 34:11.48 et seq. (not required for goods & services)	

B. Failure to submit the following documents may be a cause for the bid to be rejected. (N.J.S.A. 40A:11-23.1b.)

**Statutorily allowed to be provided with bid OR prior to execution of contract.*

X	Non-Collusion Affidavit N.J.S.A. 52:34-15	
X	Background Questionnaire - Equipment Availability – References - Status of Present Contracts	
X	Subcontractor Declaration N.J.S.A. 40A:11-16	
X	Debarred List Affidavit	
X	Bid Proposal Form	
X	Equipment Certification – Ability to Perform N.J.S.A. 40A:11-20	
X	<i>Evidence of Affirmative Action Compliance*</i>	
X	<i>Proof of Business Registration (BRC)*</i> N.J.S.A. 52:32-44	

C. Owner's statement with respect to (N.J.S.A. 40A:11-23.1c.) See technical specifications whether uniformed law enforcement officers will or will not be required for traffic control.

D. Signature: The undersigned hereby acknowledges and has submitted the above listed requirements.

Name of Bidder: _____

By: Authorized Representative:

Signature: _____

Print Name and Title: _____

Date: _____

ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENT FORM

Merchantville Pennsauken Water Commission
 (Name of Contracting Unit)

Pursuant to N.J.S.A. 40A:11-23(c) and (d) the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision, or addendum. Note that the local unit'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.

Local Unit Reference Number Or Title of Addendum/Revision		How Received (mail, fax, pick-up, etc.)	Date Received	Bidder's Initials
Notice, Revision or Addenda No.	Title or Description			

Acknowledged by bidder:

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Printed Name and Title: _____

Date: _____

BID SECURITY

Attach bid bond, cashier's check, or certified check in the amount of 10% of the bid, but not more than \$20,000.00.

CONSENT OF SURETY

Attach Consent of Surety from a Surety Company, meeting the requirements, described herein, stating that if the bidder is awarded the contract that the surety company will supply the bonds for the contract.

1. Must be an irrevocable, unconditional commitment by the surety to issue on behalf of the bidder the bond or bonds set forth in the contract documents upon award of the project in the full amounts specified.
2. Must include all bonds required by the contract documents i.e. performance, labor and material payment, maintenance, environmental, etc.
3. Certificate (Consent) of Surety is not waivable and will be considered a material defect resulting in rejection of bid if omitted from bid package.
4. Must not contain any provision that would serve to limit the surety's liability to the "spread to second" bidder in the event the bidder fails to enter into a contract upon award.

Sample wording is as shown below:

CONSENT OF SURETY

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

_____ Insurance Company,

(Name) **SAMPLE**

_____ (Address)

existing under the laws of the State of New Jersey and licensed to do business in the State of New Jersey certifies and agrees, that if the contract for (Contracting Agency) _____ for: (Project) _____ is awarded to (Bidder) _____

the undersigned will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Bidder, provided however, that this commitment shall expire sixty (60) days from the bid opening, unless agreed upon by Bidder, Owner and Surety to be extended.

Signed, sealed, and dated this _____ day of _____, 20_____.

_____ INSURANCE COMPANY
(Name)

By _____
(Name)
Attorney in Fact

(To be accompanied by the usual proof of Authority of Officers of officers of the Surety Company to execute same)

STATEMENT OF OWNERSHIP DISCLOSURE

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

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign

equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **MPWC** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **MPWC** to notify the **MPWC** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **MPWC** to declare any contract(s) resulting from this certification void and unenforceable.

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

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN – “ATTACHMENT C”

PART 1: CERTIFICATION VENDORS/CONTRACTORS/FIRMS MUST COMPLETE PART 1 BY CHECKING EITHER BOX. FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at: <http://www.state.nj.us.treasury/purchase/pdf/Chapter25List.pdf>

Vendors/Contractors/Firms **must** review this list prior to completing the below certification. **Failure to complete the certification and return it with the required contract paperwork will render a contract proposal non-responsive and the contract will be rejected.** If the Director finds a person or entity to be in violation of law, she/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the vendor/contractor/firm listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012 c. 25, ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the vendor/contractor/firm and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN - add additional sheets if necessary.

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

Name of Entity: _____ Relationship to Bidder _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder/Offeror Contact Name: _____ Contact Phone: _____

Sign Certification – next page

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN – “ATTACHMENT C”

VENDOR/CONTRACTOR/FIRM: _____

Certification:

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above- referenced person or entity. I acknowledge that the MPWC is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the MPWC to notify the MPWC in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the MPWC and that the MPWC at its sole option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____

Signature: _____

Title: _____

Date: _____

PUBLIC WORKS CONTRACTOR REGISTRATION FORM

C.34:11-56.48, P.L. 1999, Ch. 238 requires that contractors and subcontractors, be registered with the New Jersey Department of Labor, Division of Wage and Hour Compliance. The definition in the law is as follows:

“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, c.150 (C.34:11-56.25 et seq.) and includes any subcontractor or lower tier subcontractor of a contractor as defined herein.”.

Please indicate below, for the bidder and all subcontractors listed on the “Subcontractor Declaration” herein, as to their registration with the NJ Department of Labor, Division of Wage and Hour Compliance in accordance with P.L. 1999, Ch. 238.

<u>Name</u>	<u>Not Registered</u>	<u>Registration Number</u>
Bidder _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____

Subscribed and sworn
before me this _____ day
of _____ 20 ____.

Notary Public of _____

My Commission Expires _____, 20____.

(Seal)

Signature

Name and Title
(Type or Print)

NON-COLLUSION AFFIDAVIT

per N.J.S.A. 52:34-15

State of New Jersey
County of _____

ss:

I, _____ residing in _____
(name of affiant) (name of municipality)

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 firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the **Merchantville Pennsauken Water Commission** relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

(name of firm)

Subscribed and sworn
before me this _____ day
of _____ 20 ____.

Notary Public of _____

My Commission Expires _____, 20 ____.

(Seal)

Signature

Name and Title
(Type or Print)

BACKGROUND & QUALIFICATIONS QUESTIONNAIRE

In accordance with requirements entitled "Qualifications of Bidders" of "Information for Bidders", and any other specifications providing for submissions you are required to provide the following information:

Date of Organization of Bidding Company _____

Name and home address of officers: _____

President _____

Vice President _____

Secretary _____

Treasurer _____

EXPERIENCE

1. How many years has your organization been in business as a contractor under your present business name? _____

2. How many years' experience in this specific type of work has your organization had? _____

3. What are the latest projects (within the last five years) of this type which your organization has completed? (Attach additional pages if necessary)

<u>Contract Amount</u>	<u>Date Work Completed</u>	<u>For Whom</u>
A. \$ _____	_____	_____
B. \$ _____	_____	_____
C. \$ _____	_____	_____
D. \$ _____	_____	_____
E. \$ _____	_____	_____

Names, Addresses and Telephone Numbers of Reference for items listed above:

<u>Name and Address</u>	<u>Telephone No.</u>
A. _____	_____
B. _____	_____
C. _____	_____
D. _____	_____
E. _____	_____

4. Have you ever failed to complete any work awarded to you (within the last ten years)? _____
If so, where, and why? _____

5. Have you or has any officer of your organization ever been an officer or partner of some other contracting organization that failed to complete any work (within the last ten years)? _____
If so, state the name of individual, position and the name of the other organization.

Did this other contracting organization ever fail to complete any work awarded it (within the last ten years)? _____

If so, where, and why? _____

6. Give list of uncompleted contracts at present held by you:

<u>Name of Contract</u>	<u>Contracting Agency</u>	<u>Amount</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

7. State approximately the largest amount of work you have done in any one year (within the last five years) of a similar nature to the work being bid on.

8. List the equipment available for the performance of work under the proposed contract (attach additional sheets if necessary):

SUBCONTRACTOR DECLARATION

Each bidder shall set forth in the bid the names, addresses and license number (when required) of each subcontractor for the furnishing of plumbing and gas fitting, and all kindred work, and of the steam and hot water heating and ventilating apparatus, steam power plants and kindred work, and electrical work, structural steel and ornamental iron work, if any, for the construction, alteration or repair of any public buildings.

A general contractor that intends to utilize a specific subcontractor to perform work in one or more of the specialty trade categories shall provide the required information with regard to that subcontractor in the appropriate space for each specialty trade category applicable to the contract.

All bidders seeking to perform plumbing work on a publicly bid contract are required to comply with N.J.S.A. 45:14C-2 and N.J.A.C. 13:32-1.3. These provisions require that plumbing work on such contract may only be performed by an entity in which a licensed master plumber owns not less than 10% of the issued and outstanding shares of stock in the corporation, or not less than 10% of the capital of the partnership, or not less than 10% of the ownership of any other firm or legal entity. Accordingly, if a bidder intends to perform plumbing work on a publicly bid contract with its own employees or by the bidder himself, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:32-1.3 in the entity submitting the bid. Alternately, if a bidder intends to perform such work through a subcontractor, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:32-1.3 in the subcontractor.

There shall be submitted proof that each subcontractor is qualified in accordance with the rules and regulations of the State of New Jersey when such rules and regulations exist.

A general contractor that intends to perform work in one or more of the specialty trade categories through the use of its own employees or the general contractor himself rather than through the utilization of a subcontractor shall write the word **“IN-HOUSE”** next to each applicable category and then insert the name, and license number where required, of each such employee of the general contractor or the general contractor himself in the appropriate spaces for each specialty trade category applicable to the contract.

If the contract does not involve the any of the specialty trade categories below, please insert the word **“NONE”** in each appropriate space provided.

Plumbing: _____
Gas Fitting: _____
All Kindred Work: _____

Name: _____ Phone #: _____
Address: _____
License Number: _____

Steam Power Plants: _____
Steam and Hot Water Heating: _____
Ventilating: _____

Name: _____ Phone #: _____
Address: _____
License Number: Not Applicable

Electrical Work: _____

Name: _____ Phone #: _____

Address: _____

License Number: _____

Structural Steel and Ornamental Iron Work: _____

Name: _____ Phone #: _____

Address: _____

License Number: Not Applicable

STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT

STATE NEW JERSEY

SS

COUNTY OF _____

I, _____ of the City/Town/Township/Borough, etc. _____ in the County of _____ and the State of _____ full age, being duly sworn according to law on my oath depose and say that:

I am _____ an officer of the firm of _____ the bidder making the bid for the above named work, and that I executed said bid with full authority to do so; that said bidder at the time of making of this bid is not included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified Bidders; and that all statements contained in said bid and in this affidavit are true and correct, and made with the full knowledge that the _____, as the Owner relies upon the truth of the statements contained in said bid and in the statements contained in this affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this bid appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at anytime prior to, and during the life of this Contract, including Guarantee Period, that the Local Unit shall be immediately so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey, if the Contractor, pursuant to NJAC 7:1-5.2, commits any of the acts listed therein, and as determined according to applicable law and regulation.

Contractor)

(Insert Name, Telephone No., Fax No. and Address of

(Insert Name and Title of Affiant)

Subscribed and sworn
before me this _____ day
of _____ 20 ____.

Notary Public of _____

My Commission Expires _____, 20 ____.

(Seal)

EQUIPMENT CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT

AFFIDAVIT

I, _____ of the (City, Town, Township, Borough, etc.)
of _____ in the County of _____ and the
State of _____ of full age, being duly sworn

according to law on my oath depose and say that:

1. I am a(n) owner, partner, shareholder, or officer of the company set forth below and am duly authorized to execute this affidavit on its behalf.

(Check Appropriate Statement)

_____ I own, lease, or control the necessary equipment required by the plans, specifications, and advertisements under which bids are asked for.

_____ I do not own, lease, or control all the necessary equipment required by the plans, specifications, and advertisements under which bids are asked for. If the bidder is not the actual owner or lessee of all the necessary equipment provide the source from which the equipment will be obtained (Attach additional sheets if necessary)

(Attach certification from the owner or person in control of the equipment definitely granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary)

Title:

Name of Company

Subscribed and sworn
before me this _____ day
of _____ 20 ____ .

Notary Public of _____

My Commission Expires _____, 20 ____ .

(Seal)

AFFIRMATIVE ACTION COMPLIANCE NOTICE

CONSTRUCTION & SUBCONTRACTOR CONTRACTS

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

1. All successful contractor(s) must submit, to the agencies named below, after notification of award but prior to the signing of the contract an Initial Project Workforce Report (Form AA201) for any contract award that meets or exceeds the MPWC bidding threshold.
2. The successful contractor(s) must submit the appropriate copies of the Initial Project Workforce Report (Form AA201) to the Department of Labor and Workforce Development, Construction EEO Compliance Monitoring Program, at the following website address www.state.nj.us/treasury/contract_compliance and the appropriate copy to the MPWC.
3. The successful contractor(s) must submit a copy of the Monthly Workforce Report (Form AA 202) once a month thereafter for the duration of this contract to the Department and to the MPWC compliance officer.

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

The undersigned further understands that his/her bid may be rejected as non-responsive if the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 are not complied with.

Signature:

Name and Title

Subscribed and sworn
before me this ____ day
of _____ 20 __ .

Notary Public of _____

My Commission Expires _____, 20 ____.

(Seal)

Sample Initial Project Workforce Report Form AA-201

All successful construction contractors must after notification of award, but prior to signing a construction contract, submit their Initial Project Workforce Report Form AA-201 to the Public Agency and the State .

STATE OF NEW JERSEY
DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

Official Use Only

Assignment _____

Code _____

FORM AA-201
Revised 11/11

For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf

1. FID NUMBER	2. CONTRACTOR ID NUMBER	6. NAME AND ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT Name: _____ Address: _____																											
3. NAME AND ADDRESS OF PRIME CONTRACTOR (Name) _____ (Street Address) _____ (City) _____ (State) _____ (Zip Code) _____		CONTRACT NUMBER _____ DATE OF AWARD _____ DOLLAR AMOUNT OF AWARD _____																											
4. IS THIS COMPANY MINORITY OWNED [] OR WOMAN OWNED []		8. NAME AND ADDRESS OF PROJECT Name: _____ Address: _____	7. PROJECT NUMBER _____																										
9. TRADE OR CRAFT		COUNTY _____	10. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES <input type="checkbox"/> NO <input type="checkbox"/>																										
	<table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <tr> <th colspan="4">PROJECTED TOTAL EMPLOYEES</th> <th colspan="4">PROJECTED MINORITY EMPLOYEES</th> <th rowspan="3">PROJECTED PHASE-IN DATE</th> <th rowspan="3">PROJECTED COMPLETION DATE</th> </tr> <tr> <th colspan="2">MALE</th> <th colspan="2">FEMALE</th> <th colspan="2">MALE</th> <th colspan="2">FEMALE</th> </tr> <tr> <th>1</th> <th>AP</th> <th>1</th> <th>AP</th> <th>1</th> <th>AP</th> <th>1</th> <th>AP</th> </tr> </table>	PROJECTED TOTAL EMPLOYEES				PROJECTED MINORITY EMPLOYEES				PROJECTED PHASE-IN DATE	PROJECTED COMPLETION DATE	MALE		FEMALE		MALE		FEMALE		1	AP	1	AP	1	AP	1	AP		
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MALE		FEMALE		MALE		FEMALE																							
1	AP	1	AP	1	AP	1	AP																						
1. ASBESTOS WORKER																													
2. BRICKLAYER OR MASON																													
3. CARPENTER																													
4. ELECTRICIAN																													
5. GLAZIER																													
6. HVAC MECHANIC																													
7. IRONWORKER																													
8. OPERATING ENGINEER																													
9. PAINTER																													
10. PLUMBER																													
11. ROOFER																													
12. SHEET METAL WORKER																													
13. SPRINKLER FITTER																													
14. STEAMFITTER																													
15. SURVEYOR																													
16. TILER																													
17. TRUCK DRIVER																													
18. LABORER																													
19. OTHER																													
20. OTHER																													

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

(Signature)

10. (Please Print Your Name) _____ (Title) _____

(Area Code) _____ (Telephone Number) _____ (Ext.) _____ (Date) _____

Sample Initial Project Workforce Report Form AA-201

Instructions

INSTRUCTIONS FOR COMPLETING THE INITIAL PROJECT WORKFORCE REPORT—CONSTRUCTION (AA-201)

DO NOT COMPLETE THIS FORM FOR GOODS AND/OR SERVICE CONTRACTS

1. Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service. If a Federal Employer Identification Number has been applied for, but not yet issued, or if your business is such that you have not, or will not, receive a Federal Identification Number, enter the Social Security number assigned to the single owner, or one partner, in the case of a partnership;
2. Note: The Department of Labor & Workforce Development, Construction EEO Monitoring Program will assign a contractor ID number to your company. This number will be your permanently assigned contractor ID number that must be on all correspondence and reports submitted to this office;
3. Enter the prime contractor's name, address and zip code number;
4. Check box if Company is Minority Owned or Woman Owned;
5. Enter the complete name and address of the Public Agency awarding the contract. Include the contract number, date of award and dollar amount of the contract;
6. Enter the name and address of the project, including the county in which the project is located;
7. Note: A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA-201) for this contract. This number must be indicated on all correspondence and reports submitted to this office relating to this contract;
8. Check "Yes" or "No" to indicate whether a Project Labor Agreement (PLA) was established with the labor organization(s) for this project;
9. Under the Projected Total Number of Employees in each trade, or craft, and at each level of classification, enter the total composite workforce of the prime contractor and all subcontractors projected to work on the project. Under Projected Employees, enter total minority and female employees of the prime contractor and all subcontractors projected to work on the project. Minority employees include Black, Hispanic, American Indian and Asian (J=Journeyworker, AP=Apprentice). Include projected phase-in and completion dates; and
10. Print or type the name of the company official, or authorized Equal Employment Opportunity (EEO) official and include signature, title, phone number and date the report is submitted.

This report must be submitted to the Public Agency that awards the contract and the Department of Labor & Workforce Development, Construction EEO Compliance Monitoring Program after notification of award, but prior to signing the contract.

**THE CONTRACTOR IS TO RETAIN A COPY AND SUBMIT COPY TO THE PUBLIC AGENCY
AWARDING THE CONTRACT AND FORWARD A COPY TO:**

**NEW JERSEY DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT CONSTRUCTION EEO
COMPLIANCE MONITORING UNIT
P.O. BOX 209
TRENTON, NJ 08625-0209**

Sample Monthly Project Workforce Report Form AA-202

Instructions

INSTRUCTIONS FOR COMPLETING MONTHLY PROJECT WORKFORCE REPORT - (AA-202)

1. Enter the prime contractor's name, address and zip code number.
2. Enter the **CONTRACTOR ID NUMBER** assigned by the Dept. of Labor & Workforce Development Construction EEO Compliance Monitoring Program.
3. Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has not been applied for or issued, or if your business is such that it will not receive a Federal Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.
4. Reporting Period - enter the beginning and ending dates of the month for the report being submitted. (i.e., 1/1/00 - 1/31/00).
5. Enter the complete name of the public agency awarding the contract. Include the date of contract award.
6. Enter the name and location of the project, including the county in which the project is located.
7. Enter the **PROJECT NUMBER** assigned by the Dept. of Labor & Workforce Development Construction EEO Compliance Monitoring Program.
8. Enter the company name(s) of the contractor(s) performing work at the construction site. List the prime contractor first with subcontractor(s) following.
9. Enter the total percent (%) of project work the contractor or subcontractor has completed, to date.
10. Identify the trades or crafts applicable to the prime contractor and each subcontractor listed in column #8. Use a single line for each trade or craft.
11. Enter the total number of employees for each contractor at each level of classification (J=Journeyworker, AP=Apprentice) and the total number of each minority group - Black, Hispanic, American Indian, Asian and Female. Note: Column A shall include Total Number of employees. Columns B-E shall also include minority females. Column F shall include both non-minority and minority females.
12. Enter the total number of minority employees for each employer at each level of classification. Note: This shall be the sum of columns B-E.
13. Enter the Total Monthly work hours for all employees in each craft at each level of classification.
(A) Enter the Total Monthly minority work hours for each craft at each level of classification (Columns B-E).
(B) Enter the Total Monthly female work hours for each craft at each level of classification (Column F).
14. (A) Enter the Total Monthly PERCENT of minority work hours for each craft at each level of classification.
(B) Enter the Total Monthly PERCENT of female work hours for each craft at each level of classification.
15. Enter the Total Cumulative work hours for each craft at each level of classification.
(A) Enter the Total Cumulative minority work hours for each craft at each level of classification.
(B) Enter the Total Cumulative female work hours for each craft at each level of classification.
16. (A) Enter the Cumulative Percent of minority work hours for each craft at each level of classification.
(B) Enter the Cumulative Percent of female work hours for each craft at each level of classification.
17. Print or type the name of the company official submitting the report; include signature, title, telephone number, and date the report is submitted.

THE CONTRACTOR SHOULD RETAIN ONE COPY AND SUBMIT A COPY TO THE PUBLIC AGENCY WHICH AWARDED THE CONTRACT. ANOTHER COPY MUST BE FORWARDED TO:

New Jersey Department of Labor & Workforce Development
Construction EEO Compliance Monitoring Program
PO Box 209
Trenton, NJ 08625-0209
609 292-9550

AFFIRMATIVE ACTION COMPLIANCE NOTICE

GOODS, SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

“Bidder 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 successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

1. Letter of Federal Affirmative Action Plan Approval.
2. Certificate of Employee Information Report;
3. Employee Information Form AA-302

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

The undersigned further understands that his/her bid may be rejected as non-responsive if the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 are not complied with.

Signature:

Name and Title

Subscribed and sworn
before me this ____ day
of _____ 20 __ .

Notary Public of _____

My Commission Expires _____, 20 ____.

(Seal)

Sample Letter of Federally Approved Affirmative Action Plan

U.S. Department of Labor

Employment Standards Administration
Office of Federal Contract Compliance Programs
Newark Area Office
124 Evergreen Place, Fourth Floor
East Orange, NJ 07108



<Date>

Dear

Our recent compliance review of your establishment's equal employment opportunity policies and practices was completed on <date>.

We found no apparent deficiencies or violations of Executive Order 11266, as amended, Section 503 of the Rehabilitation Act of 1973 or 38 USC 2012 (the Vietnam Era Veterans Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based on the material reviewed.

The Office of Federal Contract Compliance Programs sincerely appreciates the cooperation and courtesies extended by you and your staff during the conduct of the compliance review.

Sincerely,

Area Office Director

Sample Certificate of Employee Information Report

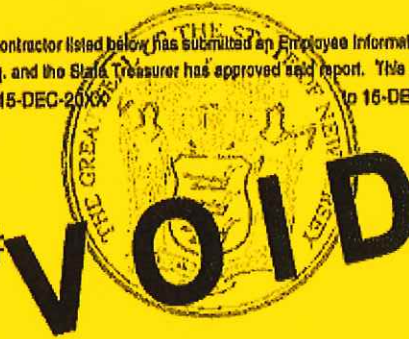
Certification 111XX

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX

**SAMPLE COMPANY, INC.
33 WEST STATE STREET
TRENTON, NJ 08625**



State Treasurer

Sample Employee Information Report Form AA-302

FORM AA-302
Rev. 11/11

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS FORM. FAILURE TO PROPERLY COMPLETE THE FORM MAY REQUIRE THE REPORTER TO SIGN THE REPORT UNDER PENALTY OF PERJURY. DO NOT SIGN THIS REPORT FOR SOMEONE ELSE. READ THE INSTRUCTIONS ON COMPLETING THE FORM ON THE REVERSE SIDE OF THIS REPORT CAREFULLY.

SECTION A - COMPANY IDENTIFICATION

1. FID NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG. <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WITHHOLDING <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. SUBJECT	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR RELATED COMPANY (IF OWNED, INDICATE)	CITY	STATE ZIP CODE
7. CHECK ONE IN THE COMPANY: <input type="checkbox"/> SINGLE ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTIPLE ESTABLISHMENT EMPLOYER		
8. IF MULTIPLE ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHERE IT HAS BEEN AWARDED THE CONTRACT		
10. IS THIS COMPANY AWARDED A CONTRACT	CITY	COUNTY STATE ZIP CODE
Official's Name	DATE RECEIVED	SALESLAD
		ASSIGNED PUBLICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures in all lines and in all columns. Where there are no employees in particular category, enter zeros. Include ALL employees, not just those in minority or minority categories, in columns 1, 2, & 3. **DO NOT START** until ALL REPORTS.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (COLS 2-14)	COL. 2 MALE	COL. 3 FEMALE	MALE						FEMALE				
				BLACK	HISPANIC	INDIAN	ASIAN	NON-MIN	BLACK	HISPANIC	INDIAN	ASIAN	NON-MIN	
Official Managers														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL														
Total employment from previous report (if any)														
Temporary & Part-Time Employees														

The data below shall NOT be included in the figures for the appropriate categories above

12. HAS ANY INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OCCURRED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employee Record <input type="checkbox"/> 3. Data (Equality)			14. DID THIS FIRST Employee Information Report Submitted?			15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR		
11. DATES OF PAYROLLS PERFORMED From: _____ To: _____			1 YES 2 NO					
SIGNATURE - SIGNATURE AND IDENTIFICATION								
16. NAME OF PERSON COMPLETING FORM (Print or Type)				BUSINESS TITLE		TITLE		DATE: MO. DAY YEAR
17. ADDRESS (NO. & STREET)			CITY	COUNTY	STATE	ZIP CODE	PHONE (AREA CODE, NO. & EXTENSION)	

NEW JERSEY "BUSINESS REGISTRATION CERTIFICATE" FORM

N.J.S.A. 52:32-44, requires that Business Organizations be registered with the New Jersey Department of Treasury, Division Revenue and Enterprise Services.

Please indicate below, for the bidder and all subcontractors listed on the "Subcontractor Declaration" herein, as to their registration with the NJ Department of Treasury, Division of Revenue and Enterprise Services in accordance with N.J.S.A. 52:32-44.

Proof of registration is required for all contractors and named subcontractors. Proof of registration means a copy of the organization's "Business Registration Certificate". No other form can be substituted to fulfill this requirement.

Copies of the Business Registration Certificate shall be submitted prior to the time the contract is awarded, or may be attached to this form.

<u>Name</u>	<u>Registration</u>	
	<u>Not Registered</u>	<u>Number</u>
Bidder _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____

BID FORM

Project bid form here.

BID FORM

Pursuant to and in compliance with your Advertisement for Bids and the Information for Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary for, or proper for, or incidental to the **Marion Ave Carbon Replacement** required by, and in strict accordance with the applicable provisions of plans and specifications and all addenda issued by the **Merchantville-Pennsauken Water Commission** or its Engineer prior to the date of opening the bids whether received by the undersigned or not for the amount bid based on the following unit and/or lump sum prices:

NOTE: Extension of Unit Prices **must** be exact.

Contract Time: **180** Calendar Days

Schedule of Liquidated Damages:

One (1) to Fifteen (15) Days:	\$500.00 per calendar day
Sixteen (16) to Thirty (30) Days:	\$1,000.00 per calendar day
Over Thirty (30) Days:	\$2,000.00 per calendar day

BASE BID

Item	Quantity	Units	Description	Unit Price	Amount
1	1	LS	Mobilization / demobilization		
2	1	LS	Remove and properly dispose of existing carbon, refill units with carbon as specified.		
3	1	LS	Allowance for additional work as directed	\$ 10,000.00	\$ 10,000.00

Total Amount Bid Based on Estimated Quantities, Base Bid Items #1 - #3, Inclusive

TOTAL AMOUNT BID WRITTEN OUT, BASE BID

Signature _____ Name & Title _____

Company Name _____

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GENERAL CONDITIONS

1.0 GENERAL

1.01 DEFINITIONS

The following words and expressions used in the contract documents shall be construed as follows:

Owner Merchantville-Pennsauken Water Commission
6751 Westfield Avenue
Pennsauken, New Jersey 08110

Engineer Merchantville-Pennsauken Water Commission Engineering Office
6751 Westfield Avenue
Pennsauken, New Jersey 08110

Contractor Party, firm, corporation with whom or which the contract is made or authorized agent thereof.

Day Calendar day.

Legal Holiday Days which the owner does not conduct regular business hours. The Contractor is responsible to contact the Owner for a listing of these days.

Pronouns The use of any pronouns whether by reference or lack thereof to gender or number, or corporate status is not meant to be limiting and applies equally to all and to all classes, genders and numbers.

1.02 SPECIAL NOTICE

The "Information for Bidders", the "General Conditions", the "Notice to Bidders", and "Proposal Section" shall be held equally binding with and are to be considered a part of the specifications and contract and are incorporated by reference into the contract and the Contractor will be held responsible for neglect in attending to any part, paragraph or item therein. The Contractor consents to this and acknowledges this by the act of placing a bid.

1.03 REPRESENTATION OF CONTRACTOR

The Contractor represents and warrants:

- (a) That he is financially solvent and that he is experienced in and competent to perform the type of work to furnish the labor, plant, materials and supplies or equipment to be so performed or furnished by him; and
- (b) That he is familiar with all Federal, State, County, Municipal and Department Laws, Ordinances and Regulations, which may in any way affect the work or those employed therein, including, but not limited to, any special Acts relating to the work or to the project of which it is a part; and
- (c) That such temporary and permanent work required by the contract documents and is to be done by him can be satisfactorily constructed and used for the purpose for which it is intended, and that such construction will not injure any persons or damage any property; and
- (d) That he has carefully examined the drawings, specifications, and the site of the work, and that from his own investigations he has satisfied himself as to the nature and location of the work, the character, quality and

quantity of surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other items which may in any way affect the work or its performance.

1.04 SUBLETTING OR ASSIGNING OF CONTRACT

The Contractor shall not assign, sell or transfer or otherwise dispose of the contract or any portion thereof or of the work provided therein or his right, title or interest therein, to any persons, firm or corporation, without prior written consent of the Owner.

1.05 CONSTRUING THE SPECIFICATIONS

To avoid disputes and litigation, it must be distinctly understood by the Bidder/Contractor that the Engineer shall construe or interpret the specifications and explain any ambiguity therein and shall have the right to decide as to their purpose and intent and his decision upon any such ambiguity shall be final, conclusive and binding.

1.06 NECESSARY TO COMPLETE

If any work or materials are required which are obviously necessary to carry out the full intent and meaning of the said specifications although the same may not be either directly or indirectly in the specifications, the Contractor is hereby bound to furnish the same without any additional charge or claim beyond that already bid.

1.07 DRAWINGS AND SPECIFICATIONS

The Contractor shall keep at the site of the work one copy of the drawings and specifications signed and identified by the Engineer and shall at all times give the Engineer and other representatives of the Owner access thereto. Anything shown on the drawings and not mentioned in the specifications, or mentioned in the specifications and not shown on the drawings, shall have the same effect as if shown or mentioned respectively in both. In case of any conflict within the construction documents, the Engineer shall determine which of the requirements shall govern based upon the most stringent of the requirements, and the Contractor shall perform the work at no additional cost or time to the owner. Any ambiguity or discrepancy between drawings and specifications shall be submitted by the Contractor to the Engineer whose decision shall be conclusive.

The general arrangement and location of equipment, the various pipe, duct, and conduit runs, etc. are shown on the drawings. All dimensions or the scales of the drawings shall be considered as approximate and shall be checked by each bidder to his own satisfaction prior to bid. The exact location of all parts of the work shall be governed by existing conditions, and the Contractor shall coordinate and locate all work at the time of installation. Any changes in location, etc. from that shown on the drawings, necessary by existing conditions, shall be made by the Contractor at no increase of the contract sum.

1.08 RIGHT-OF-WAY

All right-of-ways through private property required shall be secured by the Owner. Contractor shall not start construction in right-of-ways until directed by the Engineer. No claim shall be made by the Contractor for damage due to delay in securing right-of-ways.

1.09 TIME LIMITS

The Contractor agrees to start the work herein contracted for within ten (10) days from the date of the Engineer's Notice to Proceed to the Contractor directing him to proceed with the work. The time to complete the work contracted for, from the date of the Proceed Order, shall be limited to the following:

180 Calendar Days

No extension of time will be allowed for delay from any cause whatsoever, including normal weather conditions unless the Contractor shall have notified the Engineer in writing of such delay and his intention to claim an extension of time within two (2) days after the beginning of such delay. Such notice shall give complete information concerning the nature, extent and cause of the delay. If, in the opinion of the Owner, an extension of time is warranted the Owner or Owner's representative, will issue a written extension, setting a new time limit for the completion of the work.

1.10 LIQUIDATED DAMAGES

In case the Contractor fails to complete the work contracted for, satisfactory to and acceptable to the Owner within the stipulated time limit, or violates any terms or conditions of said contract or the terms and conditions of P.L. 1971, c. 198 (C.40A:11-1 et seq., Local Publics Contract Law), then the Contractor shall and will pay to the Owner for each and every calendar day determined to be in default, the following sums, which are agreed upon, fixed and determined by the parties hereto to be liquidated damages.

One (1) to Fifteen (15) Days beyond Contract Time Limits.....Five Hundred (\$500.00) dollars per calendar day.

Sixteen (16) to Thirty (30) Days beyond Contract Time Limits.....One Thousand (\$1,000.00) dollars per calendar day past Fifteen (15).

Greater than Thirty (30) Days beyond Contract Time LimitsTwo Thousand (\$2,000.00) dollars per calendar day for every calendar day beyond the Contract Time Limits (Starting at Day 1).

The Owner shall recover said damages by deducting the amount thereof out of any money which may be due or become due the Contractor, or by an action of law against the Contractor, his surety or by either or both of these methods.

In case the Contractor shall be delayed due to the failure on the part of the Owner to furnish anything on its part to be furnished or for any other cause beyond the control of the Contractor, he shall be entitled to such an extension of time for the delivery of equipment, materials, work and supplies as in the judgment of the Owner or Owner's representative to be fair and just.

1.11 OWNER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

The Owner has the right to stop work or terminate the contract, if:

- (a) The Contractor has violated the provisions of P.L. 1971 c. 198 (C:40A:11-1 et seq., Local Public Contracts Law), or any other Federal, State or Local law, or
- (b) The Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors, or
- (c) A receiver or liquidator shall be appointed for the Contractor or for any of his property and shall not be dismissed within 20 days after such appointment or the proceedings in connection therewith shall not be stayed on appeal within the said 20 days, or
- (d) The Contractor shall refuse or fail, after notice or warning from the Engineer, to supply enough properly skilled workmen or proper materials, or
- (e) The Contractor shall refuse or fail to prosecute to work or any part thereof with such diligence as will ensure its completion within the period herein specified (or any duly authorized extension thereof) or shall fail to complete the work within said period, or

- (f) The Contractor shall fail to make prompt payment to persons supplying labor or materials for the work, or
- (g) The Contractor shall fail or refuse to regard laws, ordinances or regulations or otherwise to be guilty of a violation of any provisions of the contract or the Scope of Work therein, then and in such event, the Owner, without prejudice or any rights or remedy it may have, may give seven (7) days notice to the Contractor to terminate the employment of the Contractor and his right to proceed, either as to the entire work or at the option of the Owner as to any portion thereof as to which delay shall have occurred, and may take possession of the work and complete the work by the Contractor or otherwise, as the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the compensation to be paid the Contractor hereunder shall exceed the expense of so completing the work, including compensation for additional managerial, administrative and inspection services and any damages for delay, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor and his sureties shall be liable to the Owner for such expenses. If the right of the Contractor to proceed with the work is terminated, the Owner may take possession of and utilize in completing the work such materials, appliances, supplies, drawings, and equipment, as may be on the site of the work and necessary therefore. If the Owner does not terminate the right of the Contractor to proceed, the Contractor shall continue the work.

If the work shall be stopped by order of the Court or any other public authority, for a period of three (3) months without act or fault of the Contractor or of any of his agents, servants, employees, or Subcontractor, the Contractor may, upon ten (10) days notice to the Owner, discontinue his performance of the work and/or terminate the contract, in which event the liability of the Owner to the Contractor shall be determined as provided in the paragraphs immediately preceding, except that the Contractor shall not be obligated to pay to the Owner any excess of the expense of completing the work over the unpaid balance of the compensation to be paid by the Contractor hereunder.

1.12 REFERENCE TO THE STANDARD SPECIFICATIONS

- (a) All applicable portions of the work performed under this contract shall comply with the requirements of the current New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, as amended or supplemented and whose specifications are made part of these specifications. The New Jersey Department of Transportation Standard Construction Details shall govern except insofar as same are expressly modified, amended or changed in detail drawings prepared specifically for this particular project.
- (b) The Standard Specifications are made part of these specifications by this reference as if were set forth in full. It is the responsibility of the prospective bidder to be familiar with these Standard Specifications. Copies may be examined in the Engineer's office or may be purchased from the New Jersey Department of Transportation.

2.0 INSURANCE

2.01 STATE LAW AND REGULATIONS AND INSURANCE

The Contractor must assume all risks connected with his work. He shall comply with all State Laws and Regulations concerning Workmen's Compensation and shall maintain such insurance as will protect him against all claims for damages for personal injury, including death which may arise during prosecution of the contract, either by himself or by any Subcontractor or anyone directly or indirectly employed by either of them.

2.02 CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this contract, until he has obtained all insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work, in his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved.

Insurance coverage shall remain in effect until the project is accepted by the Owner, and at all times thereafter when the Contractor may be removing or replacing defective work.

The Contractor shall furnish the Owner with proof of insurance by execution of the Certificate of Insurance, of which a copy is included herein. The Owner and the Solicitor shall be a named additional insured.

The Certificate of Insurance shall give the Owner and Engineer 30 days written notice of any material change in, cancellation of, or expiration of the policies.

The following types of insurance are required:

- a. General Liability
- b. Automobile Liability
- c. Excess Liability
- d. Worker's Compensation and Employer's Liability

The amounts for property damage and bodily injury for each type of insurance are as shown in the Information for Bidders insurance section.

The Contractor's insurance shall apply to and provide coverage for all Subcontractors and/or suppliers unless the Contractor forwards to the Owner and Engineer the Certificate of Insurance for the Subcontractor and/or supplier.

Any insurance company providing coverage must be licensed, admitted and authorized to do business in the State of New Jersey.

2.03 SUIT OR CLAIMS

The Contractor agrees to indemnify and save harmless the Owner and the Engineer and all their agents and employees from actions and suits of every kind and description brought against them, or on account of the use of patented rights, and from any damages or injuries received or sustained by any party, or parties, arising out of any act or omission of the Contractor, his workmen or agents in performance of the work under this agreement, including the furnishing of equipment, materials and supplies at the site of the proposed work.

2.04 DAMAGES TO PERSONS AND PROPERTY

Contractor shall fully and completely indemnify and same harmless the Owner from damages or injury to persons or property resulting from the performance of the work, or through negligence to the contract, or through the use of any improper or defective machinery implements or appliances or through any act of omission of the Contractor, or his agents, or his employees.

3.0 CONDUCT OF THE WORK

3.01 ROLE OF THE ENGINEER

The Engineer may verify, by observation and/or required tests, the amount, quality, acceptability and fitness of the materials, equipment and supplies furnished; and shall interpret any ambiguities in the drawings and specifications, contract documents, and any extra work order. Upon request, the Engineer shall confirm in writing any oral direction, requirement or determination.

All work of refilling sunken ditches, repaving over trenches and keeping the streets and sidewalks in passable condition shall be satisfactorily performed by the Contractor during the construction of the work as well as during the maintenance period. If any work is not done within 48 hours after written notice given by the Engineer, the work may be done by the Owner and charged to the Contractor.

3.02 SURVEYS

Unless otherwise expressly provided for in the specifications, the Contractor will furnish all surveys necessary for the execution of the work. The Owner will furnish a base line and datum bench marks as required. The Contractor shall measure and lay out his work and be responsible for the accuracy thereof from bench marks and base lines established by the Engineer which shall constitute the surveys hereinbefore referred to.

3.03 PRESERVATION OF STAKES

The Contractor shall carefully preserve bench marks, reference points and stakes, and in case of willful or careless destruction, he will be charged with the resulting expense and shall be responsible, for any mistakes that may be caused by their unnecessary loss or disturbance.

3.04 USES OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

- (a) To take every precaution against injuries to persons or damage to property.
- (b) To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the administration of Owner's affairs.
- (c) To place upon the work any part thereof only such loads as are consistent with the safety of that portion of the work.
- (d) To frequently clean up all refuse, scrap material and debris caused by his operations and at all times the site of the work shall present a neat, orderly condition.
- (e) Before final payment to remove all surplus material, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations and to put the site in a neat orderly condition.
- (f) To affect all cutting, fitting, or patching of his work required to make the same conform to the drawings and specifications, and except with the consent of the Engineer, not to cut or otherwise alter the work.

3.05 INJURY TO EXISTING STRUCTURES

The Contractor shall be responsible for all injury to existing structures met within the prosecution of the work, including the delivery to the site of the proposed improvements of materials and supplies. In case of accident to existing structures met within the prosecution of the work, the Contractor will be required to immediately notify the proper authorities and as soon as possible thereafter also notify the Engineer.

3.06 CORRECTION OF WORK

The Contractor expressly warrants that his work shall be as represented and is free from any defects in materials or workmanship and agrees to correct any such defects which may appear in such materials or workmanship within two years or the term of the maintenance bond, whichever is longer, following the final acceptance of the work by the Owner, such final acceptance to be evidenced by an appropriate resolution of the governing body in the case of municipal corporation, quasi municipal corporation, municipal board, municipal commission or other municipal authority or by the issuance of final payment in the case of any Owner other than a municipal corporation, quasi municipal corporation, municipal board, municipal commission or other municipal authority.

Neither the acceptance of the completed work nor payment therefore shall operate to release the Contractor nor his surety or sureties from any obligation or obligations under this contract or the bonds required under these Contract Documents, any other language or provisions to the contrary notwithstanding.

3.07 PUBLIC UTILITIES

The contract drawings indicate the approximate location of known overhead and subsurface utilities in the vicinity of the work. The bidder is advised to investigate and ascertain for himself all the facts concerning the actual location of these utilities.

The Contractor shall cooperate with the utility Owners in the adjustment of their facilities and shall notify the utility Owners not less than ten (10) days in advance of the time he proposes to perform any work that will endanger or affect their facilities.

The Contractor shall permit the Owners of utilities, or their agents, access to the site of the work at all times in order to relocate, construct or protect their lines and he shall cooperate with them in performing this work.

Separate payments will not be made for the following:

1. Coordination and cooperation of the Contractor with the utility companies, nor for the protection or replacement of utilities as specified hereinbefore.
2. Damages for delay caused by conflicts with utilities outside the jurisdiction of the Owner (ex: gas mains, telephone or electric lines, county storm sewer, water mains, etc.).

The bidder shall include all such costs in the prices bid for the various scheduled items in the Bid form.

3.08 PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of his work and shall protect Owner's property from injury or loss arising in connection with his work. He shall also protect all adjacent property as provided by law, and shall be responsible for all injury to property and existing structures sustained during the prosecution of his work, including delivery to the site of the equipment, materials and supplies. He shall repair and replace any such damage, injury or loss equal or better than the condition of the item prior to the Contractor's action.

All passageways, guard fences, light and other facilities required for protection by local authorities or local conditions must be provided and maintained.

3.09 CONTRACTOR TO ACT IN AN EMERGENCY

In case of any emergency which threatens loss or injury of property, and/or safety of life, the Contractor is required to act as he sees fit. He shall notify the Engineer thereof immediately thereafter.

3.10 EXTRA WORK

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The Contractor further agrees that the Engineer may make such alterations as he may see fit in the form, dimensions, plans for materials of the work, materials and supplies bid upon or any part thereof, either before or after work. If such alterations diminish the quantity of the equipment, materials and supplies to be furnished and delivered to the site or work to be executed, they shall not constitute a claim for damages for anticipated profits on the work that may be dispensed with. If the extra work, change or alteration increases the amount of work to be performed or equipment, they shall be paid for at the price bid. If prices for such extra work are not included in the lump sum prices or unit prices bid, the Contractor hereby agrees to furnish the necessary materials and perform such labor as extra work, and agrees to accept in full payment therefore a price which shall be fixed by the Engineer previous to its commencement. The basis of such estimated cost will be the actual cost of materials, labor, equipment, and 10 % overhead plus ten percent (10%) profit. Contractor shall furnish breakdown estimate for such extra work. Change Orders and Open End Contracts will be in accordance with N.J.A.C. 5:30-11 et seq.

The Contractor shall not be entitled to receive payment for any extra work unless the same is certified in writing by the Engineer.

Pursuant to New Jersey law this construction contract incorporates, as if set forth at length, all the provisions required by P.L. 2017, c. 317 and effective as of January 16, 2018.

3.11 DISPUTE RESOLUTION

For construction contracts, the Owner and Contractor agree that in the event of a dispute arising under this contract, it shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration or non-binding arbitration pursuant to industry standards, prior to being submitted to a Court for adjudication. Nothing in this section shall prevent the contracting unit from seeking injunctive or declaratory relief in court at any time. The alternative dispute resolution practices shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered to pursuant to P.L. 1971, c. 198 (C. 40A:11-1 et seq., Local Public Contracts Law).

Notwithstanding industry rules or any provision of law to the contrary, whenever a dispute concerns more than one contract, such as when a dispute in a contract involving design, architecture, engineering or management, upon demand of a contracting party, other interested parties to the dispute where possible shall be joined unless the arbitrator or person appointed to resolve the dispute determines that such a joinder is inappropriate. Notwithstanding industry rules or any provision of law to the contrary, whenever more than one dispute of a similar nature arises under a construction contract, or related construction contracts, upon demand of a contracting party, the disputes shall be joined unless the arbitrator or person appointed to resolve the dispute determines that the disputes are inappropriate for joinder.

4.0 CONTRACTOR'S PERSONNEL

4.01 PERSONAL ATTENTION

The Contractor shall give his personal supervision to the prosecution of the work, or have a competent representative on the work who shall have written authority to carry out the requirements of the Contract Documents. He shall also supply all manpower, materials and equipment as they may be required in the furnishing and delivery to the site of the proposed work, the equipment, materials and supplies bid upon.

4.02 CONTRACTOR'S SUPERINTENDENT

The Contractor shall attend to the work personally or through a competent, English-speaking superintendent, who shall be continually present on the project site whenever work is in progress. Such a superintendent shall be satisfactory to the Owner and Engineer and shall not be removed or replaced without due notice being given the

Owner and Engineer. The Superintendent shall have full authority to act for the Contractor without the need to consult any higher level of authority.

4.03 LABOR LAWS

The Contractor and any Subcontractors shall comply with all the requirements of the Labor Laws of the State of New Jersey applicable to contracts on behalf of this Owner for construction, alteration or repair of any building or public work, including particularly, but without limitation of the foregoing, the provisions of N.J.S.A. 10:2-1 to 10:2-4, inclusive and N.J.S.A. 34:11-56.25 et seq, New Jersey Prevailing Wage Act.

The Contractor hereby agrees to comply in all respect with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. as amended. A copy of the prevailing wage rates pertaining to the work and issued by the New Jersey Department of Labor entitled, "Prevailing Wage Rate Determination" is on file in the Engineer's office and is included herein. Pursuant to N.J.S.A. 34:11-56.25 et seq. – New Jersey Prevailing Wage Act, no public works contract may be awarded to any contractor and subcontractor or to any firm, corporation or partnership in which they have an interest on the attached disbarred bidders list located at the end of this specification, until expiration date given. Workmen shall be paid not less than such prevailing wage rate.

Before final payment is made by or on behalf of the Owner of any sum or sums due to the work, the Contractor or Subcontractor shall file with the treasurer of the Owner, written statements in form satisfactory to the Commissioner of Labor certifying to the amounts then due and owing from such contractor or subcontractor filing such statement to any and all workmen for wages due on account of the work, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively which statement shall be certified by the oath of the Contractor or Subcontractor as the case may be in accordance with the said New Jersey Prevailing Wage Act.

The prevailing wage rate shall be determined by the Commissioner of Labor or his duly authorized representative.

Contractors or Subcontractors performing public work of a public body subject to the provisions of this act shall post the prevailing wage rates for each craft and classification involved as determined by the Commissioners of Labor including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work or at such place or places as are used by them to pay workmen their wages.

In the event it is found that any workmen, employed by the Contractor or any Subcontractor, on this project, has been paid a rate of wages less than the prevailing wage required, the Department of Labor along with the Owner 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 surety(ies) shall be liable to the Department of Labor along with the Owner for any excess costs occasioned thereby.

Prior to final payment, the Contractor shall be required to execute and deliver an Affidavit of Compliance in a form provided by the Engineer, as required by the Act.

4.04 CONTRACTOR'S EMPLOYEES

All workmen must be competent and fully qualified in the type of work to be performed. Any employee of the Contractor, who is found by the Engineer to be incompetent, or who is performing his work in an unsightly manner or contrary to the specifications or the Engineer's instructions, or who is disorderly, shall be removed from the project and shall not again be employed on the project without the Engineer's consent.

4.05 EIGHT HOUR DAY: PREVAILING WAGE RATE

All mechanics, workers, laborers, employed or engaged in the work hereunder shall work no more than eight (8) hours in any one day. In case of necessity for the protection of property or human life, mechanics, workmen and

laborers may be employed for longer periods than eight hours per calendar day, if paid extra compensation on the basis of eight hours constituting a day's work, in accordance with the Prevailing Wage Act, N.J.S.A. 34:11-56-25 et seq., and all State and Federal laws.

4.06 PAYMENT OF EMPLOYEES

The Contractor and each of his Subcontractors shall pay each of his employees engaged in work on the project under this contract in full (less deductions made mandatory by law) in legal tender and not less often than once each month.

4.07 SAFETY AND HEALTH REGULATIONS

The Contractor shall comply with the Department of Labor, Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (P.L.91-596) and under Section 107 of the Contract Work Hours and Safety Standards for Construction (P.L.91-54).

4.08 ACCIDENT PREVENTION

Precautions shall be exercised at all times for the protection of persons (incl. employees) and property. The safety provisions of applicable laws, buildings and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Association General Contractors in America and Part VI "Temporary Traffic Control" of the U.S. Dept. of Transportation. Federal Highway Administration "Manual on Uniform Traffic Control Devices", latest edition, whichever is more stringent to the extent that such provisions are not in contravention of applicable law. Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances and methods and for any damage which may result from their failure for their improper construction, maintenance or operation. The cost of "Accident Prevention" shall be included in the lump sum or unit price bid whichever is applicable.

5.0 MATERIALS

5.01 CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the Contractor or by Subcontractor that are subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work.

5.02 ROYALTIES AND PAYMENTS

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringements of any patent rights and shall save the Owner harmless from loss or account thereof.

5.03 USE OF DOMESTIC MATERIAL

In the performance of the work, the Contractor and all Subcontractors shall use only manufactured materials and farm products of the United States of America, wherever available.

All Contractors and Subcontractors shall comply with the provisions of N.J.S.A. 40A:11-18, which relate to the use of domestic materials.

5.04 ORDERING MATERIALS

Before ordering materials, the Contractor shall obtain the Engineer's approval of their conformity to the specifications. In the case of concrete aggregate and similar materials, samples must accompany the request for approval. The Contractor must forward to the Engineer copies of all shipping lists, invoices or delivery slips accompanying such deliveries.

5.05 SAMPLES

The Contractor shall submit to the Engineer any samples of materials before or during the progress of the work that may be required by the Contract Documents and all materials and workmanship must be equal in every respect to the samples submitted and approved.

5.06 SHOP OR SETTING DRAWINGS

(a) The Contractor shall submit promptly eight copies, of which two will be returned to the contractor, of each shop or setting drawings prepared in accordance with the schedule predetermined under the provisions of the preceding paragraph hereof with the Contractor's approval stamp and date thereon. After examination of such drawings by the Engineer, and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Engineer with eight corrected copies. If requested by the Engineer, the Contractor must furnish additional copies, regardless of corrections made in or approval given to such drawings by the Engineer. The Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the drawings and specifications unless he notified the Engineer in writing of any deviations, at the time he furnished such drawings. Shop drawing requirements as detailed within the technical specifications and scope of work shall govern should they be in conflict with the General Conditions.

(b) The Contractor shall likewise submit, in writing, the type, kind and name of the manufacturer of all materials to be used in the work for the written approval of the Engineer prior to the installation of same.

(c) Any equipment or materials installed without this written approval of the Engineer will be required to be removed by the Contractor at his own expense and replaced with equipment and materials as approved.

5.07 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

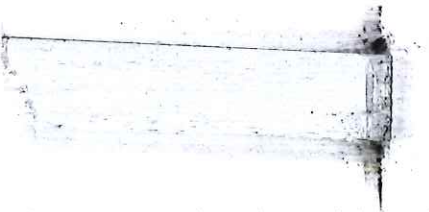
The Contractor will be furnished additional instructions and detail drawings to carry out the work included in the contract as required. The additional drawings and instructions thus supplied to the Contractor, will coordinate with the contract documents and will be so prepared that they can be reasonably interpreted as a part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

The Contractor and the Engineer will prepare, jointly (a) a schedule fixing the date at which special drawings will be required and by whom they will be made, such drawings, if any, to be furnished by the Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop or setting drawings; the beginning of manufacture, testing and installation of materials, supplies and equipment and the completion of the various parts of the work, each such schedule to be subject to change from time to time in accordance with the progress of the work.

5.08 OR EQUAL CLAUSES

Wherever in these contract documents a particular brand, make of materials, device or equipment is shown or specified, such brand, make of material, device or equipment should be regarded merely as a standard.

When a bidder submits an equivalent, it shall be the responsibility of the bidder to document the equivalence claim. Failure to submit such documentation with the bid package at the time of the bid shall be grounds for rejection of the claim of equivalence.



If two or more brands, models, makes of material, devices or equipment are shown or specified, each should be regarded as the equal of the other. Any other brand, model, make of material, devices or equipment, which in the opinion of the Engineer is the recognized equal of that specified, considering quality, workmanship and economy of operation, and is suitable for the purpose intended, will be accepted. All material and workmanship shall, in every respect be in accordance with what, in the opinion of the Engineer is in conformity with approved modern practice.

Whenever the drawings, specifications or other contract documents or the direction of the Owner or its authorized agent admit of doubt as to what is permissible, and/or fail to note the quality of any work, that interpretation will be made by the Engineer which is in accordance with approved modern practice to meet the particular requirement of the contract.

In all cases, new materials shall be used unless this provision is waived by a written notice from the Engineer.

5.09 SUBSTITUTIONS

After the execution of the contract, substitution of equipment or materials of makes other than those named in the contract will be considered for one reason only. That the equipment proposed for substitution is superior or equal in construction and/or efficiency to that named in the contract.

Complete data, to include: shop drawings, specifications, performance curves, test results, list of similar installation with years of service, operating and maintenance instruction, a statement that the Contractor agrees to pay all costs that will result directly or indirectly from acceptance of the substitute, and all other necessary information; shall be submitted in triplicate to enable the Engineer to evaluate the proposed substitution equipment or material. The determination as to whether or not such changes will be permitted rests solely with the Engineer.

The Contractor shall take and assume full responsibility and bear any extra expense or cost incurred by changes advocated by him. Those costs include, but are not limited to, review time by the Engineer or the Engineer's Consultants, costs of redesign, and claims of other contractors affected by the resulting change. It will be assumed that the cost to the Contractor of the equipment or materials proposed to be substituted is less than the equipment or materials named in the contract, and if the substitution is approved, the contract price shall be reduced by an amount equal to the savings.

5.10 EQUIPMENT, MANUFACTURER'S WARRANTIES & SUBSTITUTIONS

Bidders must guarantee that the equipment offered is standard, new equipment, the latest model of regular stock product, with parts regularly used for the type of equipment offered, that such parts are all currently in production and none likely to be discontinued in the near future; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendation and standard practice. This provision shall not be subject to any limited warranty as specified by the manufacturer and imposed for the sole purpose of the end user, unless indicated otherwise. The Contractor shall be responsible to meet all conditions necessary to comply with all manufacturers warranties, shall obtain all such warranties in the name of the Owner and shall be responsible to provide same to the owner, unless relieved in writing by the owner from this condition. Failure to do so shall delay formal completion as described herein and the commencement of any warranty period under any provision herein or posted bond.

In the event that any part must be repaired or replaced under the provisions of this guarantee and/or in conjunction with either a limited or implied warranty included in equipment as a result of this bid award, a replacement part must be provided by the bidder awarded prior to shipment or disassembly to allow uninterrupted service of this equipment to the Owner. If this should occur during the Contractor's expressed warranty period, then the time of the expressed warranty period shall be tolled from the date of discovery until re-acceptance by the Owner regardless of the bond term involved, and the Owner may require a new bond on the item or issue that has failed or been at issue for a new term.

The Owner will not permit Substitutions except in cases in which it is impossible for the successful bidder to provide the required services or materials which were offered in the bid or where at the complete and sole discretion of the Owner, without further recourse or appeal, the Owner determines that it is to his advantage to accept a substitution. (For example, value engineering, new products, etc.as set forth in 5.09).The bidder will be required to furnish written proof of his revised costs for the service or material to the Owner. If the substitutions are lower in cost than the original specified material or services, the difference in value between the original specified material or services and the substituted materials or services shall be a credit to the Owner and shall be deducted from the contract price, except where the owner may agree to incentivize the contractor by sharing in the savings. If the substitutions are greater in cost than the original specified materials or services, such added cost shall be borne by the successful bidder. Notwithstanding the foregoing, the Owner reserves the right to pursue all lawful remedies in the event that a vendor fails to provide the materials or services that it has offered in its bid. Failure to meet bid specifications cannot be waived, amended, contracted, agreed to or replaced so as to absolve or release the bidder from the performance of the specifications and warranties implied and expressed as to the products and workmanship as bid, except upon a formal action of the Owners governing body that is explicit as to such waiver and not simply acceptance or payment.

5.11 MATERIAL SAFETY DATA

In accordance with the requirements of N.J.S.A. 34:5A-1 et seq., "Workers and Community Right to Know Act", the State Department of Health has adopted a Workplace Hazardous Substance List (N.J.A.C. 8:59-9) which includes substances that pose a threat to the health and safety of employees. Therefore, under the provisions of N.J.A.C. 8:59-7, the contractor must furnish the Owner a "Material Safety Data Sheet" for each product which is supplied to the Owner which contains a substance listed on the Hazardous Substance List (N.J.A.C. 8:59-9). The Owner reserves the right to request a copy of the applicable Material Safety Data Sheet be forwarded with the delivery of each product. Furthermore, under the provisions of N.J.A.C. 8:59-5, each product shall have a label affixed or stenciled onto any container that contains any substance listed on the Hazardous Substance List (N.J.A.C. 8:59-9).

6.0 INSPECTION AND TESTING

6.01 INSPECTION

The Contractor shall afford every facility for inspection of the equipment, materials and supplies at all times by the Engineer prior to the delivery of same to the site of the work and prior to installation or construction. All equipment, supplies and materials shall be tested in the presence of the Engineer, if so desired by him.

Any equipment, materials, supplies or workmanship deemed of inferior quality, or not in accordance with the finally approved specifications, brought to or incorporated in the work may be rejected by the Engineer. The equipment, materials and supplies and workmanship may be re-inspected at any time, prior to delivery to the site of the proposed improvements. The Contractor shall bear all the expense of testing materials.

When construction is not continuous through the normal work week, (Monday through Friday), Contractor must notify the Engineer at least 24 hours in advance of any stopping or starting of the work. Notification may be by writing, telephone, facsimile, telegraph or personal visit to the Engineer's listed office.

Contractor shall notify Engineer at least forty-eight (48) hours in advance to any work on Saturdays. There will be no work permitted on Sundays or holidays except by explicit agreement and at the contractor's cost. If the project receives inspection by the Engineer, the normal working hours for the Engineers inspector are from 7:30 a.m. to 4:00 p.m., Monday through Friday. Any overtime inspection costs for the Engineers inspector which are avoidable shall be reimbursed by the Contractor.

As the Owner is only paying for the contract time in the Contract Documents, the Contractor shall be responsible for all costs of inspection and contract management beyond the contract time limits, unless a written extension of time

or a related permission has been granted by the Owner. These costs are in addition to any liquidated damages that may be charged to the Contractor.

6.02 DAILY REPORTS

On a daily basis, the Contractor shall have his Authorized Representative complete, sign and present the Engineer with a Certificate of Site Safety Conditions, attached hereto as Form GC-6.02S.

At the Engineers discretion, the Contractor may be directed to furnish a daily report, on a form, which will include the date, the weather, a general description of the work performed, line item quantities involved, number and skill type of workers, equipment utilized, location of work, and any pertinent remarks affecting the work.

6.03 INSPECTORS

The work shall be conducted under the general observation of the Engineer or through such Inspectors as the Engineer chooses to employ. Inspectors are stationed on the site of the work to represent the Engineer and to report to him concerning the observation of progress of the work and the workmanship and materials being furnished. Such Inspectors shall inform the Engineer and the Contractor when they observe that work being performed and/or the materials being furnished do not conform to the requirements of the Contract Documents. Such observation, if and when provided, shall not relieve the Contractor of any responsibility to furnish materials and perform work in complete accordance with the requirements of the Contract Documents, nor does such observation create any duty or obligation to any employee or invitee of Contractor, any Subcontractor, or to any third party.

The Inspector is not authorized to revoke, alter, enlarge, relax or release any requirements of the Contract Documents or to issue instructions contrary to the Contract Documents.

6.04 OFFICE TRAILER

When required by the Contract Documents, the Contractor shall furnish and maintain a private office for the Owner or Owners designee with an area not less than 80 square feet which shall have heat, light, a desk, four-drawer locked legal size file, plan rack, 36"x48" drawing table, desk, chair, telephone service and drawing stool. When more than one Contractor is engaged, the office shall be furnished and maintained by the General Contractor.

6.05 ACCESS TO THE WORK

The Contractor shall furnish the Engineer with every reasonable facility for observing the work as performed. The Engineer shall have the right to inspect all work done and all materials furnished either in the field or at the point of manufacture. The Contractor shall furnish or cause to be furnished safe access at all times to the places where preparation, fabrication or manufacture of materials and/or construction of the work is in progress.

When the Engineer or his representative are in or about the premises mentioned above in the course of their duties, they shall be deemed conclusively to be an invitee of the Contractor. If the Contractor is not the Owner of the premises mentioned above, the Owner thereof shall be deemed an agent of the Contractor with respect to the obligation assumed hereby. The Contractor or his agent, as described above, shall be liable for the payment of claims for injuries, damages, etc, for death of the Owner or his representative due to the negligence on the part of the Contractor or his agent.

6.06 COVERING UNINSPECTED WORK

If any work be buried, covered or otherwise concealed prior to observation by Engineer or contrary to the orders and direction of the Engineer and such work is not subject to testing and approval by any acceptable alternate method it must, if required by the Engineer, be uncovered for examination. Such uncovering and all necessary restoration regardless of the final acceptability of the work uncovered shall be at the expense of the Contractor.

6.07 TESTING MATERIALS

Except as may be provided elsewhere, tests or analysis of materials which are usually tested after delivery to the site, such as concrete aggregate, mixed-in-place concrete, and similar materials; will be performed by the Engineer or testing laboratories which will be approved by the Engineer and selected and paid for by the Contractor. The preliminary testing of concrete mixtures and tests or analysis of other materials, samples of which are to be submitted prior to delivery, will also be performed by the laboratory and paid for by the Contractor at the Engineer's request.

If the Engineer orders sampling and analysis or tests of materials which are usually accepted on certification of the manufacturer but which appear defective or not conforming to the requirements of the Specifications, the Contractor will bear the reasonable costs of sampling, transportation, tests and analysis.

7.0 PAYMENTS

7.01 CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Engineer an estimated construction progress schedule in form satisfactory to the Engineer, showing proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule. The Contractor shall update the schedule each time a change is approved, but at a minimum every 30 days. An updated schedule shall be submitted with the Contractor's payment application. Should a payment application be submitted without an updated schedule, payment processing may be delayed. The Contractor shall also furnish the Engineer (a) a detailed estimate giving a complete breakdown of the contract price on Lump Sum Contracts and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules are to be used in determining the basis of partial payments.

7.02 PAYMENTS

Unless otherwise specified, on the first day of each month or within thirty (30) days thereafter, the Engineer will estimate approximately the value of the work performed, and equipment, materials and supplies delivered on the ground inspected and accepted during the preceding month, according to these specifications, less any retainage, and shall be certified by the Engineer for payment to the Contractor. The value of the work, as estimated, will be determined by the lump sum and/or unit price bid. Requests for payment for materials on hand shall be accompanied with receipted invoice from supplier. Prior to such payment being made, the Contractor shall execute an agreement, provided by the Engineer and Solicitor on behalf of the Owner, which details the conditions of payment.

If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the contract documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Engineer shall be equitable.

No request for payment shall be approved until a Certification of Site Safety Conditions showing no unsafe conditions for each day worked in the payment request period has been furnished by the Contractor. When the work performed under this contract has been completed by the Contractor and accepted by the Owner, the Engineer shall make a final estimate of the work and certify the same to the Owner which shall for causes herein specified, pay to the Contractor the balance due, excepting therefrom such sum as may be lawfully retained under any provisions of this contract. All prior estimates and payments including those relating to extra work shall be subjected to corrections by this payment.

The Owner shall pay the amount due to the prime contractor for each periodic payment, final payment or retainage monies not more than 60 calendar days after the billing date, except as provided herein, which for periodic billing shall be established at the pre-construction meeting and memorialized in the minutes of the pre-construction meeting. The billing shall be deemed approved and certified 20 days after the Owner or Owner's Representative receives it, as indicated by the date stamped received on the billing by the Owner or Owner's Representative, except as provided herein, unless the Owner or Owner's Representative provides, before the end of the 20 day period, a written statement of the amount withheld and the reason for withholding payment. The Owner is a public or governmental agency and the number of designated days notwithstanding the parties agree and understand that this requires the governing body to vote on authorizations for each periodic payment, final payment or retainage monies, the amount due may be approved and certified at the next scheduled public meeting of the Owner's governing body, and paid during the Owner's subsequent payment cycle.

7.03 RETAINAGE

The Contractor is advised that for contracts \$100,000.00 and under for improvement to real property, the sum of 10% of the amount due shall be held on each partial payment pending completion of the project.

The Contractor is advised that the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. are applicable if the total amount of the contract awarded for this project exceeds \$100,000.00. The provisions of N.J.S.A. 40A:11-1 et seq. provide that the Contractor may:

1. Agree to the withholding of payments in the manner prescribed in the contract, or may deposit with the contracting unit registered book bonds, entry municipal bonds, State bonds or other appropriate bonds of the State of New Jersey, or negotiable bearer bonds or notes of any political subdivision of the State, the value of which is equal to the amount necessary to satisfy the amount that otherwise would be withheld pursuant to the terms of the contract. The nature and amount of the bonds or notes to be deposited shall be subject to approval by the contracting unit. For the purposes of this section, "value" shall mean par value or current market value, whichever is lower.
2. Such agreement will be indicated by signing of estimate or payment certificates unless written communication to the contrary is made to the Owner and Engineer, or

If the Contractor agrees to the withholding of payments, the amount withheld shall be deposited, with a banking institution or savings and loan association insured by an agency of the Federal Government, in an account bearing interest at the rate currently paid by such institutions or associations on time or savings deposits. The amount withheld, or the bonds or notes deposited, and any interest accruing on such bonds or notes, shall be returned to the contractor upon fulfillment of the terms of the contract relating to such withholding. Any interest accruing on such cash withholdings shall be credited to the Owner.

Furthermore, N.J.S.A. 40A:11-1 et seq. provides that for contracts over \$100,000.00 for improvement to real property:

1. From the total amounts due as ascertained through a current Engineer's estimate will be deducted an amount equivalent to two percent (2%) of the amount due on each partial payment shall be withheld by the Owner pending completion of the contract.
2. Upon acceptance of the work performed pursuant to the contract for which the contractor has agreed to the withholding of payments pursuant to this section, all amounts being withheld by the Owner shall be released and paid in full to the contractor as required by law after final acceptance by the Owner, without further withholding of any amounts for any purpose whatsoever, provided that the contract has been completed as indicated.

7.04 ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the Contractor of final payment shall normally operate as a release by the Contractor for all things done or furnished in connection with the work and for every act and neglect of the Owner, or Owners designee and others relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the contract documents or the performance, payment and maintenance bonds.

Any other provision herein or in the contract documents notwithstanding, the final certificate of payment, final payment, partial or entire use of the equipment and/or supplies by the Owner shall not constitute an acceptance or release thereof if such product or work is not in accordance with the specifications and shall not relieve the contractor of liability in respect to any implied or express warranties or responsibility for faulty materials or workmanship. The contractor or vendor shall promptly remedy any defects without cost to the Owner which shall appear within a period of two years from the date of final acceptance of the maintenance bond, production of all manufacturers warranty's, or delivery of all "as-builts", whichever is later, or unless a longer period is specified or unless an item or matter is made a point of exception, as noted above, by the Owner or from the date of discovery that the contractor has not complied with the specifications to which they have contracted and made representations. The Owner will give notice of observed defects with reasonable promptness.

7.05 OWNER'S RIGHT TO WITHHOLD PAYMENTS

Owner may withhold from the Contractor as much of any approved payments due him as may in the judgment of the Owner, be necessary, to

- (a) Secure the payment of just claims then due and unpaid by any persons supplying labor or materials for the work.
- (b) Protect the Owner from loss due to defective work not remedied, or
- (c) Protect the Owner from loss due to injury to persons or damage to the work or property of other Contractors, Subcontractors or others caused by the act or neglect of the Contractor or any of his Subcontractors that the Owner may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payment for the amount of the Contractor.
- (d) Protect the Owner from enforcement action by others or from being in non-compliance with laws or regulations due to the failure of the Contractor to supply the Engineer and or Owner with Monthly Manning Reports, Certified Payroll Reports or other submittals required by the Engineer or Owner.

7.06 COSTS OF ENGINEERING AND INSPECTION

There will be deducted from the contract and retained by the Owner an amount to defray the cost of wages and overhead paid by the Owner to the Resident Engineer, Inspector or Inspectors employed on the work for any avoidable time in excess of eight (8) hours per day or on Saturdays, Sundays or legal holidays. This amount shall be determined at the rate of the hourly rate contract with the Owner per man hour for each Inspector or Resident Engineer for, in excess of 8 hours per day and at the rate of the hourly rate contract with the Owner per man hour for Saturday, Sunday and Holidays for each Inspector or Resident Engineer.

In addition, there will be deducted from the contract and retained by the Owner an amount equal to the cost paid by the Owner to the Engineer, for all inspection and contract administration performed in excess of the completion time stipulated for the contract, or as amended by approved change orders.

7.07 LIENS

Revised 5/15

Final payment of retained percentage shall not become due until the Contractor, if required, shall furnish the Owner a complete release of liens arising out of his contract, or receipts in full, in lieu thereof covering claims of any kind or character for work or labor done, or labor or materials furnished by the Subcontractor, materialmen, persons or corporations whatsoever.

7.08 PREVAILING WAGE PAYMENT CERTIFICATE

The form attached hereto, entitled "Prevailing Wage Payment Certification" shall be executed by the Contractor and submitted with the final voucher prior to final payment.

7.09 CERTIFIED PAYROLL REPORTS

The Contractor shall submit original certified payroll reports within 10 days of the payment of wages to the Owner with a copy to the Owners designee, in compliance with N.J.A.C. 12:60.

PREVAILING WAGE PAYMENT CERTIFICATION

This form must be executed by Contractor and submitted with final voucher prior to final payment.

PROJECT _____

TO _____
(NAME OF OWNER AS IT APPEARS IN CONTRACT)

RE: Contract for Certification of Contractor of Payment of Prevailing Wages to Workmen Pursuant to New Jersey Prevailing Wage Act. Chapter 150 Laws of 1963 of New Jersey and all other claims.

The undersigned Contractor hereby certifies that any and all workmen employed by the undersigned Contractor and all Subcontractors have been paid in full and prevailing wages for their respective crafts or trades as determined and computed by the Commissioner of Labor and Industry, of the State of New Jersey, and that all suppliers and material men have been paid in full all amounts claimed by them, and there remains no outstanding claim, lien, or dispute; nor any contingent claim by any of the foregoing:

DATED: _____
CONTRACTOR

STATE OF NEW JERSEY

COUNTY OF _____

_____, being duly sworn according to law, upon his oath disposes and says that he is the _____ (Owner-pres. or authorized agent) of _____ (name of corporation) that he has read the aforesaid statement of certification and knows the content thereof, and that the same is true of his own knowledge and this affidavit is being executed by him pursuant to the New Jersey Prevailing Wage Act (Chapter 150 of Laws of 1963).

Signature

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

Notary Public of New Jersey

CERTIFICATION OF SITE SAFETY CONDITIONS



TOWN: _____ PROJECT NAME _____

COUNTY _____ JOB # _____

I hereby certify that site safety conditions and the means and methods of construction have been and are in accord with the provisions of the Contract Documents and all requirements contained and referenced therein since the last executed Certificate of Site Safety Conditions, except as noted:

- Unsafe Trench Condition
- Unsafe Entry to Live Manhole
- Unsafe Traffic Control
- Unsafe Equipment
- Inadequate Fall Protection
- Proximity to Electric
- Other _____

None _____

Comments/Resolutions _____

Contractor: _____

by: _____
 Authorized Representative

I executed this form at _____ on _____
 Time Date

8.0 VALUE ENGINEERING CONSTRUCTION CHANGE ORDERS

8.01 IMPLEMENTATION OF VALUE ENGINEERING

In accordance with N.J.S.A. 40A:11-16.6 a contractor may submit a Value Engineering Construction Proposal (VECP) after the award of a contract for a project for structures or other improvements to real property, other than work affecting a public building, that exceed \$5,000,000. This includes most public works projects, such as utility and environmental systems, road construction and repair, etc., but not building construction, improvements, or renovation. A VECP is a cost reduction proposal based on analysis by a contractor of the functions, systems, equipment, facilities, services, supplies, means and methods of construction, and any other item needed for the completion of the contract consistent with the required performance, quality, reliability, and safety.

8.02 STATUTORY PROVISIONS

- a. Value engineering construction change orders shall not be used to impair any of the essential functions, or characteristics of the project, or any portion of the work involved.
- b. The contractor shall submit a value engineering construction proposal that completely describes the changes to the original specifications or proposal, impact on other project components, advantages and disadvantages of the proposed change, cost estimates and calculations on which they are based, any impact on the contract time schedule, and any other relevant information that the contracting unit may require in order to review the value engineering construction proposal. The contractor's cost for developing the value engineering construction proposal shall not be eligible for reimbursement by the contracting unit.
- c. The contractor shall be liable for all reasonable costs incurred by the contracting unit for the technical evaluation and engineering review of a value engineering construction proposal presented by the contractor.
- d. The contracting unit's engineer shall prepare a written report for the governing body that shall evaluate the value engineering construction proposal, make a recommendation on whether or not it should be accepted, rejected, or modified, and state to the contracting unit and contractor the amount of any projected cost savings.
- e. The proposal shall not be approved unless the engineer reports to the governing body that the proposal appears consistent with the required performance, quality, reliability, and safety of the project and does not impair any of the essential functions, or characteristics of the project, or any portion of the work involved.
- f. The contracting unit shall have the sole discretion to approve or disapprove a value engineering construction proposal.
- g. The contractor and the contracting unit shall equally share in the cost savings generated on the contract as a result of an approved value engineering construction change order. Once the project is completed, the contracting unit's engineer shall verify the cost savings to reflect the actual cost of the work, and such verified cost saving shall be the basis for the savings shared equally with the contractor.
- h. The contractor shall have no claim against the contracting unit as a result of the contracting unit's disapproval of a value engineering construction proposal.

8.03 PROCEDURES

An initial submission is required to use the Value Engineering process. The initial proposal shall outline the general technical concepts associated with the proposal and the estimated savings that will result.

The initial proposal will be reviewed by the Owner and, if found to be conceptually acceptable, approval to submit a final proposal will be granted by the Owner. A finding of conceptual acceptability of the initial proposal in no way obligates the Owner to approve the final proposal. The Contractor shall have no claim against the Owner as a result of the rejection of any such final proposal.

Final proposals will be considered only after Owner approval of the initial proposal. Final proposals will not be considered if submitted after 50 percent completion of the Work has occurred, based on monthly estimates amounting to more than 50 percent of the total Contract price (subject to any approved adjustments), unless the remaining Contract Time is one year or more.

Proposals will not be considered that change the following:

- a. The type, thickness, or joint designs of a concrete, or HMA surface, intermediate, or base course.
- b. The types and thicknesses of the unbound materials underlying a concrete, or HMA surface, intermediate, or base course.
- c. The basic design of bridges, defined as the type of superstructure and substructure, span length type and thickness of deck, type of beam and arrangement, geometrics, width, and underclearance.
- d. The basic design of retaining walls.
- e. The basic design of overhead sign supports and breakaway sign supports.
- f. The type of noise barriers.
- g. Special architectural aesthetic treatments of structures.

All proposals for changes to bridges and structures shall conform to the current AASHTO Standard Specifications for Highway Bridges as modified by the NJDOT Design Manual for Bridges and Structures.

As a minimum, the following materials and information shall be submitted with each final proposal plus any additional information requested by the Owner:

- a. A statement that the final proposal is submitted as a Value Engineering proposal.
- b. A description of the difference between the existing Contract requirements and the proposed change, and the comparative advantages and disadvantages of each, including considerations of safety, service life, economy of operations, stage construction, ease of maintenance, and desired appearance.
- c. Complete plans, specifications, and calculations showing the proposed revisions relative to the original Contract features and requirements. If the proposal is approved, the Contractor shall submit drawings, in ink, on polyester film such as Mylar or Herculene, 4 mils thick, matted on both sides except as follows:
 - (1) Structural drawings may be submitted in pencil.
 - (2) Electrical drawings may be matted on one side and may be submitted in pencil.
 - (3) Cross-section sheets may be 3 mils thick and may be matted on one side.

All plans and engineering calculations shall bear the signature of a Professional Engineer licensed to practice in the State.

- d. A complete cost analysis indicating the final estimated costs and quantities to be replaced by the proposal, the new costs and quantities generated by the final proposal, and the cost effects of the proposed changes on operational, maintenance, and other considerations.
- e. A specific date by which a Change Order adopting the final proposal must be executed so as to obtain the maximum cost reduction during the remainder of the Contract. This date must be selected to allow the Owner ample time, usually a minimum of 45 days, for review and processing a Change Order. Should the Owner find that insufficient time is available for review and processing, it may reject the final proposal solely on such basis.
- f. A statement as to the effect the final proposal has on the Contract Time.
- g. A description of any previous use or testing of the final proposal on another Owner project or elsewhere and the conditions and results therewith. If the final proposal was previously submitted on another Owner project, indicate the date, the project, and the action taken by the Owner.
- h. The proposal shall not be experimental in nature but shall have been proven to the Owner's satisfaction under similar or acceptable conditions on another Owner project or at another location acceptable to the Owner.

Proposals will be considered only after Award of Contract and only when all of the following conditions are met:

- a. The Contractor is cautioned not to base any bid prices on the anticipated approval of a proposal and to recognize that such proposal may be rejected. In the event of rejection, the Contractor is required to complete the Contract according to the original Plans and Specifications and the prices initially bid and accepted by the Governing Body.
- b. All proposals, approved or not approved by the Owner for use in the Contract, apply only to the ongoing Contract or Contracts referenced in the proposal. The proposals shall become the property of the Owner and shall contain no restrictions imposed by the Contractor on their use or disclosure. The Owner will have the right to use, duplicate, and disclose in whole or in part any data necessary for the utilization of the proposal. The Owner retains the right to use any accepted proposal or part thereof on any other or subsequent project without any obligation to the Contractor. This provision is not intended to deny rights provided by law with respect to patented materials or processes.
- c. If the Owner already has under consideration certain revisions to the Contract that are subsequently incorporated in a proposal, the Owner will reject the Contractor's proposal and may proceed with such revisions without any value engineering obligation to the Contractor.
- d. The Contractor shall make no claim against the Owner or Owner's agents for any costs or delays due to the Owner's rejection of a proposal, including but not limited to development costs, anticipated profits, or increased materials or labor costs resulting from delays in the review of such proposal.
- e. The Engineer will determine whether a proposal qualifies for consideration and evaluation. The Owner may reject any proposal which is not consistent with the basic design criteria for the Project.
- f. The Engineer may reject all or any portion of Work performed pursuant to an approved proposal if the Engineer determines that unsatisfactory results are being obtained. The Engineer may direct the

removal of such rejected Work and require the Contractor to proceed according to the original Contract requirements without reimbursement for any Work performed under the proposal, or for its removal. Where modifications to the proposal are approved to adjust to field or other conditions, reimbursement is limited to the total amount payable for the Work at the Contract prices as if it were constructed according to the original Contract requirements. Such rejection or limitation of reimbursement does not constitute the basis of any claim against the Owner for delay or for any other costs.

- g. Proposals will be considered only if equivalent options are not already provided in the Contract Documents.
- h. The proposal shall be made based on items of work scheduled to be done by the Contractor. Anticipated cost savings based on revisions of utility relocations or other similar items to be done by others will not be considered. Proposals that may increase the cost of Work done by others may be considered.
- i. If additional information is needed to evaluate proposals, this information must be provided in a timely manner. Such additional information could include, where design changes are proposed, results of field investigations and surveys, design computations, and field change sheets.

The contracting unit's engineer shall prepare a written report for the governing body that shall evaluate the value engineering construction proposal, make a recommendation on whether or not it should be accepted, rejected, or modified, and state to the contracting unit and contractor the amount of any projected cost savings.

- a. The proposal shall not be approved unless the Engineer reports to the Owner's governing body that the proposal appears consistent with the required performance, quality, reliability, and safety of the project and does not impair any of the essential functions, or characteristics of the project, or any portion of the work involved.
- b. If the Owner fails to respond to the final proposal by the date specified, the Contractor shall consider the final proposal rejected and shall make no claim against the Owner as a result thereof.
- c. The Owner shall have the sole discretion to approve or disapprove a value engineering construction proposal.

If the proposal is accepted, the changes will be authorized by Change Order. Payment will be made as follows:

- a. The changes will be incorporated into the Contract by adjustments in the quantities of Pay Items, agreed upon Extra Work Items or by Force Account, as appropriate, according to the Specifications.
- b. Once the project is completed, the contracting unit's engineer shall verify the cost savings to reflect the actual cost of the work, and such verified cost saving shall be the basis for the savings shared equally with the contractor. The costs of such verification shall be borne equally by both parties.
- c. The Owner's costs for review and processing of the proposal will be deducted from the savings. The cost of the Engineer to verify the savings shall be apportioned equally between the parties.
- d. A Contractor's costs for development, design, and implementation of the proposal are not eligible for reimbursement.

The Contractor may submit proposals for an approved Subcontractor, provided that reimbursement is made by the Owner to the Contractor and that the terms of the remuneration to the Subcontractor are satisfactorily negotiated and accepted before the proposal is submitted to the Owner. Subcontractors may not submit a proposal except through the Contractor.

9.0 LAW, INTERPRETATION & VENUE

This Agreement is fully integrated, which means it contains the complete agreement of the parties. Any promises or covenants not set forth herein are invalid and of no effect. This Agreement may only be amended in writing, and is subject to approval by resolution of the Commission. This Agreement is intended to supersede any and all prior Agreements between the parties.

The parties agree that the individual provisions of this agreement are severable in order to ensure that the balance of the agreement survives. That means that if any provision(s) are ruled or by law become illegal or unenforceable for some reason, that the rest of the agreement remains in force between the parties without those provision(s) and the contract is reformed to adjust for that development, if necessary, but all other provisions of the agreement remain in force.

The parties agree that this form of agreement and language throughout much of this contract is not uncommon in local public contracting and the parties agree and contract hereto that this agreement shall be interpreted, whether informally in ADR or formally by a court, as if it was authored and written by both parties and interpretations of any language in any contract document involved in this project shall not be interpreted against either party as the author herein in case of dispute.

The parties consent as a condition of this Agreement and all matters arising out of or relating to this agreement and its contract documents shall be construed, governed by and interpreted in accordance with the laws of the State of New Jersey without regard to conflicts of law. The parties further agree and consent as a condition of contract that any action, claim or dispute arising or brought hereunder, directly or indirectly, must be filed and venued in the Superior Court of the State of New Jersey, County of Camden and every party to this project or agreement agrees to submit their persons to the jurisdiction of that court and to the state of New Jersey. Further, the Contractor commits and agrees that it shall not use or employ any subcontractor who will not formally consent and contract to these applicable law, jurisdiction and venue provisions and shall include such a provision in all subcontracts..

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INFORMATION FOR BIDDERS REGARDING BIDS AND CONDITIONS OF CONTRACT

1.0 BID PREPARATION

1.01 EXAMINATION AND RESPONSIBILITY

Bidders are directed to examine for themselves the drawings, specifications, estimated quantities and the location of the proposed work. They shall exercise their own judgment as to the scope and nature of the work; the difficulties to be encountered and the quantities that may actually be encountered in the work. Each bidder is fully responsible for having reviewed and understood these specifications previous to submitting his bid, that his bid covers and complies with all requirements of the Contract Documents, and shall not at any time thereafter assert any claim related to any misunderstanding of the nature or amount of work to be done. Questions of any kind must be directed prior to deadline established below for questions, and the interpretation or decision of the Owner shall be conclusive.

1.02 CONDITION OF WORK

Each bidder must inform himself fully of the conditions relative to the construction under which the work is now being or will be performed. Failure to do so will not relieve a successful bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of the contract documents and to complete the contemplated work for the construction as set forth in his bid. The Contractor in the carrying out of his work must employ such methods or means that will not cause any interruptions or interference with the work of any other contractor (if applicable).

1.03 OBLIGATIONS OF BIDDERS

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the drawings and contract documents (including all addenda). The failure or omission of any bidder to receive or examine any form, instrument or documents, shall in no way relieve any bidder from any obligations contained therein.

1.04 ADDENDA, BID SPECIFICATION CHALLENGES AND INTERPRETATIONS

If any bidder finds that a page was miss-copied or is missing, please contact the Engineer. The page(s) will be faxed to the bidder. Issuance of any such pages will not be considered an Addendum to the contract or specifications.

No interpretations of the meaning of the drawings, specifications or other contract documents will be made to any bidder orally. Every request for such interpretation should be made in writing, addressed to the Engineer, and to be given consideration, must be received at least ten (10) days, Saturdays, Sundays and holidays excepted, prior to the final date fixed for receiving bids. Any and all such interpretations and/or supplemental instructions will be in the form of written addenda to the specifications, which if issued, will be issued in accordance with applicable State Laws.

Any bidder who wishes to challenge a bid specification shall file such challenges in writing with the Project Engineer no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract.

Failure of any bidder to receive any such addendum or interpretations shall not relieve any bidder from any such obligations therein under his bid submitted. All addenda so issued shall become part of the contract documents, and shall be attached to the bid form when submitted

ANY OTHER REFERENCE TO QUESTIONS, INTERPRETATIONS, OR CLARIFICATIONS NOTWITHSTANDING THIS PROVISION ON THE TEN DAY DEADLINE OR THE THREE DAY DEADLINE SHALL CONTROL.

1.05 QUALIFICATIONS OF BIDDERS

The owner may make such investigation as is necessary to determine the responsibility of the bidder and/or the ability of the bidder to perform the work. The bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that said bidder is responsible or properly qualified to carry out the obligations of the contract and to complete the work therein contemplated.

Conditional bids will not be accepted. Bids which are incomplete or obscure may be rejected at Owner's option.

1.06 DISCLOSURE STATEMENT P.L. 1977 CHAPTER 33

No corporation or partnership shall be awarded any contract nor shall any agreements 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 any public funds, by the State, County, Municipality or School District, or any subsidiary or agency of the State, County, Municipality or School District or by any Authority, Board or Commission which exercises governmental function, unless prior to the receipt of the bid of said corporation or said partnership, there is submitted a statement setting forth the name and addresses of all stockholders in the corporation or partnership who owns ten percent or more of its stock of any class or of all individual partners in the partnership who owns ten percent or greater interest therein, as the case may be. If one or more such stockholders or partner is itself a corporation's stock or the individual partners owning ten percent or greater interest in that partnership as the case may be, shall also be listed. The disclosure shall be continued until the names and addresses of every non-corporate stockholders and individual partner exceeding the ten percent ownership criteria established in this act has been listed. If the bidder is not a corporation, or partnership, it should so indicate on the disclosure statement.

1.07 MANUFACTURED ARTICLES

In the specifications and on accompanying drawings, there are specified and shown certain pieces of equipment and materials, deemed most suitable for the service anticipated. This is not done, however, to eliminate other equipment and materials equally as good and efficient. When a bidder submits an equivalent, it shall be the responsibility of the bidder to document the equivalence claim. Failure to submit such documentation shall be grounds for the rejection of the claim of equivalence. The bidder shall prepare his bid on the basis of the particular equipment and materials specified or shown, and shall be responsible for the coordination, arrangement and location of all equipment and material incorporated in the work.

1.08 BID SECURITY AND CONSENT OF SURETY

Each bid shall be accompanied by a Certified Check, Cashier's Check or Bid Bond made to the MPWC and duly executed by the bidder as principal and having as surety thereon a Surety Company approved by the Owner, in an amount not less than ten percent (10%) of the amount bid but in no case in excess of \$20,000.00. Any such Bid Bond shall be without endorsement or conditions. Bid shall also be accompanied with a certificate letter from a surety company stating that it will provide the bidder with the requisite completion performance and payment bonds, i.e. a Consent of Surety.

Such bid guarantee will be returned to all bidders, except to the three apparent lowest responsible bidders, within ten days after the formal opening of bids, Sundays and holidays excepted.

The bid guarantee will be returned to the remaining unsuccessful bidders within three days, Sundays and holidays excepted, after the Owner and the accepted bidder have executed the contract and the Owner has approved the Bidder's Performance Bond, or if no contract has been accepted within 60 days after the date of opening of bids, any bidder upon demand made after the expiration of said 60 day period, shall be entitled to the return of his bid guarantee, so long as he has not been notified by the Owner of the acceptance of his bid.

Any such bid guarantee shall be forfeited and become the property of the Owner if the bidder whose bid is accepted shall fail: to give a satisfactory performance bond and labor and material payment bond, or a combination performance and labor and material payment bond, and/or fails to execute a contract within ten (10) days after notice from the Owner to do so.

1.09 NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels of sub contractors (tiers of the project).

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

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] 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 P.L.2001, c.134 (C.52:32-44 et al.) or subsection e or f. of section 92 of P.L.1977, c110 (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.

2.0 SUBMISSION OF BIDS

2.01 GENERAL

Bidder must submit their bid on the respective "Bid Form and Package" included hereto.

No bid will be accepted or opened if received after the designated time for receipt.

For each bid made, all blank spaces in the Bid Form must be filled in, in ink, with the unit prices of the item and its extension. All bid forms submitted will be checked for arithmetic accuracy.

Any bid may be submitted or withdrawn prior to the scheduled time for the opening of bids, or authorized postponement thereof. Any bid received after the time and date specified in the Notice to Bidders will not be considered. No bid may be withdrawn within 60 days after the actual date of opening thereof.

2.02 PRICE TO INCLUDE

The bid submitted must cover the entire cost of the contemplated construction and installation as illustrated on the drawings and in the manner and detail described in the specifications. The price bid for each item shall cover the entire cost of its installation, construction, and completion, including all materials, workmanship, and appurtenances necessary for its completion or as implied by illustration on the drawings, by description in the specifications, or to be reasonably inferred therefrom.

If there are minimum unit prices included in the bid form, those prices shall be the minimum acceptable unit price for the work. **If bidder fails to propose the minimum unit price in his bid, the unit price will be set to the minimum price states on the bid form, with the appropriate increase to the extension of the unit price and total bid price.**

2.03 REJECTION OF BIDS

The owner reserves the right to reject all bids, to reject any bid or bids not complying with the specifications, and to waive any informality in any bid or bids if such waiver be deemed by the Owner to be in the best interests of the Owner in accordance with the requirements contained in N.J.S.A. 40A:11-1 et seq.. Each bidder is instructed to be present in person or by representative at the time and place fixed for the opening of bids and at every subsequent meeting of the Owner at which the bidder is advised, or it has been publicly announced at the time of bids, that said bids shall receive further consideration or shall be acted upon, if said bidder desires an opportunity to be heard.

2.04 AWARD OF BID

The award of the contract will be made, subject to necessary monies to do the work being provided by the Owner in accordance with the requirements contained in N.J.A.C. 5:30, Local Finance Board either by Resolution, Ordinance, or in other lawful manner. The contract to be executed by the successful bidder will provide that it shall not become effective until the necessary monies to do the work have been provided by the Owner, either by Resolution, Ordinance or another lawful manner.

In accordance with NJSA 34:11-56.25 et seq., New Jersey State Prevailing Wage Act, no contract shall be awarded to any contractor, subcontractor, or to any firm, corporation or partnership in which such contractor or subcontractor has an interest, who is debarred from public works or is otherwise in violation of the Act.

3.0 CONTRACTS

3.01 DRAWINGS AND SPECIFICATIONS FURNISHED

Where and when the Owner deems it necessary, the Engineer shall furnish, at no additional cost to the successful bidder, one executed contract set of drawings and specifications, and two copies of the specifications and drawings. All additional copies of the drawing and/or specifications shall be furnished to the contractor at the cost of reproduction plus handling.

3.02 PERFORMANCE, PAYMENT AND MAINTENANCE BONDS

The bidder whose bid is accepted shall furnish to the Owner, a performance bond and labor and material payment bond, or a combination performance and labor and material payment bond, and at the completion of the work, a two (2) year maintenance bond, each in the amount of 100% of the final contract price, with such sureties as shall be approved by the Owner and as detailed and described below.

All surety companies must be authorized to transact such business in New Jersey, pursuant to N.J.S.A. 17:17-10 or 17:32-1 et seq. The surety must designate a New Jersey agent on whom service of process can be made. The Contractor shall be responsible for updating the surety's expiration from the list or an agent change, to the Engineer or Owner. All surety companies must have the minimum capital and surplus or net cash assets required, pursuant to N.J.S.A. 17:17-6 or 17:17-7, whichever is applicable, on the date of advertisement for the project. All surety companies must complete a Surety Disclosure Statement and Certification for all payment and performance bonds, pursuant to N.J.S.A. 2A:44-143d.

In addition, for these public works project bids, including any and all alternates, that equals at least \$850,000.00 but not more than \$3.5 million, the surety company must hold a current certificate of authority issued by the U.S. Secretary of the Treasury that is valid in New Jersey as listed annually in the U. S. Treasury Circular 570. However, if the surety company has been operational for a period in excess of five years, the surety company shall also be considered to have satisfied this requirement if it is rated in one of the three highest categories by an independent nationally recognized United States rating company that determines the financial stability of insurance companies. Such rating companies must meet standards promulgated by the N. J. Commissioner of Insurance N.J.A.C. 11:1-41.1 et seq.

In addition, for those public works project bids, including any and all alternates, is in excess of \$3.5 million, the surety company must hold a current certificate of authority issued by the United States Secretary of the Treasury that is valid in the State of New Jersey listed annually in U.S. Treasury Circular 570. And, if the surety company has been operational for a period in excess of five years, it must be rated in one of the three highest categories by an independent, nationally recognized United States rating company that determines the financial stability of insurance companies. Such ratings must meet standards promulgated in N.J.A.C. 11:1-41.1 et seq.

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

3.03 LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable Federal, State, County and municipal laws ordinances, regulations, etc. and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though therein written out in full including, but not limited to the "Occupational Safety and Health Act of 1970" P.L. 91-596, as amended.

3.04 PERMITS

The Contractor shall determine which construction permits and licenses shall be needed, and shall procure and pay for all such construction permits and licenses necessary for the execution of his work.

3.05 CONTRACT DOCUMENTS

Attached hereto is the "Form of Contract" that will be executed between the Owner and the Contractor.

The Contractor shall execute and return these documents with the required bonds, insurance certificates, affirmative action forms and any other documents required within ten (10) days after receipt of the request for execution.

3.06 NOTICE TO PROCEED

After approval and execution of the contract documents by all parties and a preconstruction meeting, the contractor shall be sent a "Notice to Proceed". This document serves as formal authorization to proceed with the project.

Any and all work performed by the contractor prior to receipt of the Notice to Proceed is at the contractor's risk with no claim against the Owner for such work.

4.0 AFFIRMATIVE ACTION AGAINST DISCRIMINATION

Such affidavit is required to be submitted in accordance with State law and regulation.

4.01 BIDDER REFERRED TO LAW

The bidder is specifically referred to N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27 as amended and the Regulations adopted pursuant thereto, relating to affirmative action in relation to discrimination.

4.02 SPECIFIC LANGUAGE REQUIRED

In accordance with the Affirmative Action Regulations adopted pursuant to N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27, the following is made a part of this Contract:

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

- a. 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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action 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 non-discrimination clause.
- b. 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 or sex.
- c. The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's 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.
- d. 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..
- e. 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 applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and woman workers is equal to or greater than the applicable employment goal established in accordance with N.J.S.A.17:27-7.3. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:
 - (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 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 at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. 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 the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers

directly, consistent with the applicable employment goal, 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 or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved 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 consistent with the applicable county employment goals:

1. To notify the Public Agency Compliance Officer, the Division, 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 the 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 sub-contractor 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 until such time as the workforce is consistent with the employment goal;
5. If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers so laid off by the contractor or any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A.10:5-31 et. seq.;
6. To adhere to the following procedure when minority and women workers apply or are referred to the contractors or subcontractor:
 - i. 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 determine the qualifications of such individuals and if the contractor's or sub-contractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. 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 Division. 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.
 - ii. If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.
 - iii. If, for any reason, said contractor or sub-contractor determines that a minority individual or a women 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 Division.

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 Division and submitted promptly to the Division upon request.
- (C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the 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 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 Division an initial project workforce report (Form AA 201) provided to the public agency by the Division 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 Division of Contract Compliance & EEO as may be requested by the Division 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 Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

4.03 CONTRACT PROCEDURES

The Contractor must sign a contract containing the mandatory language in Section 4.02 above entitled "Specific Language Required".

At the time the Owner submits a contract for signing to the construction contractor, the construction contractor shall complete and submit an initial Project Workforce Report Form AA 201. Proper completion and submission of this report shall constitute evidence of the contractor's compliance with the regulations. Failure to submit this form may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report Form AA 202 once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer.

4.04 EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the Owner do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12.101 et seq.), which prohibits discrimination on the basis of disability by public entities, in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made part of this contract. In providing any aid, benefit or service on behalf of the Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Owner, its agents, servants and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs or other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an

award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

5.0 FORM OF CONTRACT

THIS AGREEMENT, made this _____
by and between MERCHANTVILLE-PENNSAUKEN WATER COMMISSION, a body corporate and politic of the State of New Jersey, in the County of Camden and State of New Jersey, hereinafter called the
COMMISSION, and CONTRACTOR _____
hereinafter called the CONTRACTOR.

WITNESSETH, that the CONTRACTOR and the COMMISSION for the considerations hereinafter named, covenant and agree as follows: Contract 10-XX for _____, for a total price of \$_____.

See bid form for unit prices

1. The CONTRACTOR, pursuant to written bid dated Xth day of December 2021 and attached hereto, shall furnish and deliver all of the materials, or merchandise or supplies, recited and referred to in said bid, and does hereby agree to do and perform any and all work and services and everything else required to be furnished and delivered, done and performed, complete and in the most substantial and workmanlike manner; all in strict and complete conformity with any specifications prepared by the COMMISSION or its Engineer, pertaining and relating to said bid.

2. Except as herein they may be specifically modified, all the terms, conditions and provisions of any said specifications and bid are incorporated herein and made a part hereof and shall have the same effect as if set forth in full in this Agreement.

3. The CONTRACTOR will make payment of all proper charges for labor and materials in the work aforesaid, or the hiring of any machinery, motive power, tools or equipment necessary to be hired for the proper completion of said work, and CONTRACTOR will indemnify and save harmless, the COMMISSION, its officers, agents and servants and each and every one of them against and from all suits and debts of every name and description including royalty fees or claims for the use of any patent materials and from all damages to which the said COMMISSION or any of its officers, agents or servants may be put by reason of injury to the person or property of others resulting from carelessness in the performance of said work, or through the negligence of the said CONTRACTOR, or through any improper or defective machinery, implements or supplies used by the said CONTRACTOR in the aforesaid work or through any act or omission on the part of said CONTRACTOR or his agents or servants.

4. The COMMISSION shall pay the CONTRACTOR for the performance of this Agreement, in the manner and under the conditions provided in the said specifications and bid.

5. It is expressly understood and agreed by and between the parties hereto that the said CONTRACTOR shall only be entitled to payment for "extra work" which has been certified to in writing, over the signature of the COMMISSION'S Engineer, Manager or Superintendent as necessary to the proper completion of all things recited and referred to in said bid; and any "extra work" performed or "extra materials" furnished by the said CONTRACTOR, upon, in or about the said project without such certification shall be performed and furnished at the said CONTRACTOR'S own cost and expense.

6. The acceptance of the materials, merchandise, supplies, and/or completed work by the COMMISSION or by its Engineer, in order to be binding on the COMMISSION shall be evidenced by a certificate in writing, either from the COMMISSION'S Manager, Superintendent or Engineer, stating that the work provided for in the bid and this contract has been completed and is accepted by such person for and on behalf of the COMMISSION, and that the entire balance found to be due the CONTRACTOR, is due and payable. However, before such final payment is made, the CONTRACTOR, if requested by the COMMISSION in writing, shall submit evidence satisfactory to it that all payrolls, material bills and other indebtedness connected with the bid and this contract have been paid.

7. The CONTRACTOR hereby agrees to carry out the provisions of this contract in strict compliance with all Laws and Statutes of the United States of America and the State of New Jersey, which relate to or govern the hiring, engaging, paying and employment of labor or the use of equipment, machinery and mechanical devices in operations where labor is employed.

8. This Agreement shall be binding upon the parties hereto, upon the successors and assigns of the COMMISSION and upon the heirs, executors, administrators, successors and assigns of the CONTRACTOR.

9. This Contract represents the entire agreement between the parties, and no change in the work, or amendment, revision or modification of the terms and provisions of this Contract shall be valid and enforceable unless it is in writing, properly signed by and on behalf of the parties hereto.

10. This Agreement shall not become effective until the necessary moneys to do the work have been provided by the COMMISSION in a lawful manner, and not until all local, state and federal permits required have been secured.

11. The CONTRACTOR shall supply a performance bond in the amount of 100 percent of the contract price, with such sureties as provided in said specifications and bid.

12. The word "CONTRACTOR" as used in this Agreement, shall be used to mean both the plural and singular number and to mean not only the party thereby designated, but also, his, her or their respective heirs, executors, administrators, successors or assigns, as the case may be.

IN WITNESS WHEREOF, the COMMISSION has caused this Agreement, in duplicate counter parts, to be executed by its proper officers under its corporate seal; and the CONTRACTOR has caused this Agreement to be executed by its proper officers under its corporate seal, or by its duly authorized agent or employee, all as of the day and year first above written.

ATTEST:

MERCHANTVILLE-PENNSAUKEN
WATER COMMISSION

Secretary
Mr. Patrick Brennan

President
Mr. Bernhard Kofoet

(SEAL)

ATTEST:

Contractor

(SEAL)

This form must be executed by CONTRACTOR and submitted with the signed Contract.

TO: MERCHANTVILLE-PENNSAUKEN WATER COMMISSION

FROM: CONTRACTOR

Certification of Contractor of Compliance with all Pertinent Laws and Statutes of the United States, and the State of New Jersey.

The undersigned Contractor hereby certifies that he/it will carry out and conform with, in strict compliance, all Laws and Statutes of the United States of America and the State of New Jersey, which relate to or govern the hiring, engaging, paying and employment of labor and the use of equipment, machinery and mechanical devices in operations where labor is employed.

Dated: _____

STATE OF NEW JERSEY
COUNTY OF

_____ being duly sworn according to law, upon his/her oath

deposes and says that he/she is the _____ (owner, President

or authorized agent) of _____ (name of contractor) that he/she has read the aforesaid statement of certification and knows the contents thereof, and that the same is true of his/her own knowledge and this affidavit is being executed by him/her pursuant to the New Jersey Prevailing Wage Act (Chapter 150 of Laws of 1963).

Sworn and subscribed to before me this ____ day of

_____ 20 ____ . _____

NOTARY PUBLIC OF NEW JERSEY

Addendum to Contractor Agreement between Merchantville-Pennsauken Water Commission,
referred to as COMMISSION, and CONTRACTOR

Referred to as CONTRACTOR, dated the Xth day of December, 2021.

Supplementing the provisions of said Agreement, it is further understood and agreed by and between the parties hereto that pursuant to the provisions of New Jersey Revised Statutes 10:5-32 and 10:5-33;

"No public works contract shall be awarded by the State, a county, municipality or other political subdivision of the State, or any agency or of authority created by any of the foregoing, nor shall any moneys be paid thereunder to any contractor, subcontractor or business firm which has not agreed and guaranteed to afford equal opportunity in performance of the contract in accordance with an affirmative action program, approved by the State Treasurer.

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, shall include in the bid specifications and the contract provisions of any public works contract the following language:

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

- a. 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 or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action 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 contracting officer setting forth the provisions of this non-discrimination clause;
- b. 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 or sex;
- c. The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, 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."

In soliciting bids for any public works contract 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, shall include in the advertisement and solicitation of bids the following language: "Bidders are required to comply with the requirements of P.L. 1975, c. 127 and P.L. 1977, c. 33."

IN WITNESS WHEREOF, the COMMISSION has caused this Addendum, in duplicate counter parts, to be executed by its proper officers under its corporation seal, and the CONTRACTOR has caused this Addendum to be executed by its proper officers under

its corporate seal, or by its duly authorized agent or employee, all as of this _____ day of

_____, 20____.

ATTEST:

MERCHANTVILLE-PENNSAUKEN
WATER COMMISSION

Secretary
Mr. Patrick Brennan

By : _____ (SEAL)
President
Mr. Bernhard Kofoet

ATTEST:

Contractor (SEAL)

6.0 CERTIFICATE OF INSURANCE

CERTIFICATE OF INSURANCE

Name & Address of Insured

Afforded <small>Enter (X)</small>	Required	Type of Insurance	Policy Number and Insuring Company(ies)	Policy Expiration Date	Limits of Liability		
					Amounts of Less Than \$1,000,000 Will Not Be Acceptable	Amount Required Each Occurrence	Amount Provided Each Occurrence
<input type="checkbox"/>	<input checked="" type="checkbox"/>	General Liability Comprehensive Gen. Form			General Aggregate	\$2,000,000	\$
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Premises-Operations			Bodily Injury	\$1,000,000	\$
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Explosion & Collapse Hazard			Property Damage	\$1,000,000	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Underground Hazard					
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Products/Completed Operations Hazard					
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractual Ins. (Blanket)			Bodily Injury and Property Damage Combined	\$1,000,000	\$
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Broad Form Prop. Damage					
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Independent Contractors					
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Personal Injury			Personal Injury	\$	\$
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Automobile Liability Comprehensive Form			Bodily Injury (Each Person)	\$	\$
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Owned			Bodily Injury (Each Accident)	\$	\$
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Non-Owned			Property Damage	\$	\$
<input type="checkbox"/>	<input type="checkbox"/>	Garagekeepers Insurance (Without regard to legal liability as direct coverage on a primary basis)			Bodily Injury and Property Damage Combined	\$1,000,000	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Excess Liability Umbrella Form			Bodily Injury and Property Damage Combined	\$1,000,000	\$
<input type="checkbox"/>	<input type="checkbox"/>	Other Than Umbrella Form					
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Worker's Compensation and Employers' Liability	*All States Endorsement		Statutory NJ Coverage \$100,000/\$500,000		
					Minimum \$100,000	\$100,000	\$

Remarks: Additional Insured: OWNER and OWNER'S SOLICITOR.

It is understood and agreed that in the event of any material change in, cancellation of, or expiration of the above policy or policies the undersigned Insurance Company agrees to given a written notice to the Owner, at the above address thirty (30) days in advance of such change or cancellation.

This certificate is executed and issued to the Owner on the day and date herein below written certifying that the Insured has been issued the above policy or policies with Limits of Liability of at least the required amounts.

*** PLEASE PUT "X'S" IN AFFORDED COLUMN OR CERTIFICATE WILL BE RETURNED ***

 Name of Agency

 Street Address

 City, State & Zip Code

 Signature of Authorized Representative of Insurance Company

 Address Date

 Agency Telephone No.

TO: INSURANCE PRODUCER

Your client, as a supplier to the Owner is required to provide a certificate of insurance for the coverages and amounts indicated on the reverse side of this insurance certificate. It is important to your client that you respond quickly since continued business relationships depend upon valid insurance. Additionally, the minimum amount and type of coverage shown on our certificate is not negotiable and is not intended to imply that is all the insurance necessary to protect him/her from all losses or liability. It is the Owner's policy to require all suppliers who make deliveries or perform assembly, repair operations or a service in, on or upon our property/premises or property/premises under our care, custody and control to maintain the insurance coverage described below; such insurance must be obtained prior to the start of any such work the Owner.

A. Comprehensive General Liability (CGL)

This coverage must include: Premises-Operations, Products/Completed Operations Hazard, Contractual Insurance (Blanket Coverage), Broad Form Property Damage, Independent Contractors, and Personal Injury and all others shown on "X" in the required column.

Minimum Coverage

Bodily Injury and Property Damage combined - as shown in the amount required column

AMOUNTS OF LESS THAN \$1,000,000 WILL NOT BE ACCEPTABLE.

Contractual Insurance (Blanket Coverage)

Contractual Indemnification - Save Harmless Agreement which is incorporated into all Vouchers, General Purchase Agreements and Contracts.)

INDEMNIFICATION

Supplier shall defend, indemnify and save harmless, the Owner from and against all losses, costs, damages, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment or materials supplied hereunder or by doing the work herein provided, including all suits or actions of every kind of description brought against Owner, either individually or jointly with Supplier for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by or on account of the performance of any work pursuant to or in connection with this contract or through any negligence or alleged negligence in guarding the work or through any act, omission or fault or alleged act, omission or fault of the Supplier, its employees or agents, or others under Supplier's control.

B. Automobile Liability - Comprehensive Form (or as shown on reverse side)

Minimum Coverage

Bodily Injury and Property Damage combined - as shown in the amount required column.

C. Worker's Compensation - As required by New Jersey State Statute

and

Employer's Liability (minimum \$100,000)

D. Excess Liability

Commercial Umbrella Form - \$1,000,000.

E. Other Coverage(s)

As shown on reverse side.

THANK YOU

Important - Producer:

PLEASE CHECK THE AFFORDED BLOCK FOR EACH COVERAGE PROVIDED.

THE CERTIFICATE MUST BE SIGNED BY THE AGENT OF THE INSURER OR CERTIFICATE WILL BE RETURNED.

IT IS NECESSARY TO SUBMIT YOUR CLIENTS COVERAGE THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE EXISTING COVERAGE ON OUR CERTIFICATE ONLY; ALL OTHERS WILL BE RETURNED TO THE SUPPLIER AND SERVE TO DELAY FUTURE BUSINESS DEALINGS BETWEEN THE OWNER AND YOUR CLIENT.

**DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY
ELECTION LAW ENFORCEMENT COMMISSION (ELEC)**

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us

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Appendix A - Prevailing Wages (State of New Jersey Prevailing Wage Rates are available for bidder review in the offices of Merchantville-Pennsauken Water Commission).

SCOPE OF WORK

1.01 DESCRIPTION OF WORK

- A. General: Name of the project is "Marion Ave Carbon Replacement." Work shall include the removal of the carbon from the 3 units, proper disposal of the carbon and installation of new carbon in the 3 units as outlined in these specifications.
- B. The three carbon units are vertical cylinders, each containing 20,000 pounds of carbon.

1.02 SPECIAL CONDITIONS

- A. All bidders shall call the Owner and make arrangements to visit the site to verify the existing conditions and to determine the difficulties which will be encountered prior to bidding and bid accordingly. No extra monies will be paid for site & equipment contingencies.
- B. The Contractor shall make provisions to dispose of all waste including but not limited to the 60,000 pounds of carbon. The Contractor shall assume all responsibility for any damage caused to the environment. The disposal methods shall be submitted to the Engineer for his approval prior to performing the work.
- C. The Contractor is responsible for coordinating his work and that of all other contractors on the project. Any cost related to his coordination shall be included in his proposal.

END OF SECTION

SCOPE OF WORK

SECTION 01000

GENERAL REQUIREMENTS

1.01 GENERAL

- A. Only major items of work are given in the Bid Form, but it is the intent of the specifications to secure a completely interconnected and functioning system, and if any workmanship or materials be required which are obviously necessary to carry out the full intent and meaning of the plans and specifications or to be reasonably inferred therefrom, the cost of such workmanship or materials shall be included in the unit price bid for the major items of work.
- B. Reproducible As-built drawings must be furnished by the Contractor to the Engineer prior to final payment in accordance with Section 01010.
- C. Contractor shall notify all utility companies prior to construction of utilities by contacting 1-800-272-1000.
- D. Prior to any excavation, the Contractor shall have all utilities marked and shall excavate or otherwise determine the exact location and elevations of said utilities. The Contractor shall notify the Engineer of any conflicts. The Contractor shall arrange for any necessary utility relocations or plan changes and shall reschedule his operations appropriately.
- E. The Contractor, in the construction of any project, shall not stockpile materials or his equipment on any private property; except areas designated by the drawings as directed by the Engineer. If so required, the Engineer may direct the Contractor to have his equipment removed from any project during weekend hours.
- F. All work of refilling sunken ditches, repaving over trenches and keeping streets and sidewalks in passable condition shall be done to the satisfaction of the Engineer during the construction of the above work as well as during the maintenance period. If any work is not done within five (5) days after written notice is given by the Engineer, the work may be done by the Owner and charged to the Contractor.
- G. Special care shall be taken to prevent contamination, siltation, or interfering in any way with the stream flows or ponds along the line of work. No waste matter of any kind will be allowed to discharge into the stream flows or impounded water of any ponds or other bodies of water.
- H. It is the intent of the regulations for Soil Erosion and Sediment Control to insure that proper measures for erosion control are employed and provide for the early establishment of vegetation that will help avoid erosion problems during and after construction. It is expected that the Contractor will anticipate possible problems and provide timely and adequate control to prevent or minimize adverse effect.
- I. The Contractor shall apply and pay for all local permits that may be required for any of the work involved with this project.
- J. Contractor is to notify residents by door-hangers at least forty-eight (48) hours in advance before starting construction work on streets. In addition, Contractor shall notify applicable residents by

door hangers at least forty-eight (48) hours in advance before reconnecting new water service. All flyers shall be approved by the Engineer.

- K. All notes on drawings shall be made a part of the specifications.
- L. Contractor shall notify Engineer at least forty-eight (48) hours in advance of any work on Saturdays. There will be no work permitted on Sundays or holidays. This project will receive inspection and the normal working hours for the Inspector are from 7:30 AM to 4:00 PM, Monday through Friday. Any overtime inspection costs which are not specifically mentioned in the drawings and specifications will be reimbursed by the Contractor. Holidays are New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas.
- M. It shall be the Contractor's responsibility to keep the concrete curb clean of asphaltic tack coat.

1.02 PUBLIC UTILITIES

- A. The contract drawings indicate the approximate location of existing overhead and subsurface utilities in the vicinity of the work. The bidder is advised to ascertain for himself all the facts concerning the location of these utilities.
- B. The Contractor shall cooperate with the utility owners in the adjustment of their facilities and shall notify the utility owners not less than five (5) days in advance of the time he proposes to perform any work that will endanger or affect their facilities.
- C. The Contractor shall permit the owners of utilities, or their agents, access to the site of the work at all times in order to relocate, construct or protect their lines and he shall cooperate with them in performing this work.
- D. Separate payments will not be made for the coordination and cooperation of the Contractor with the utility companies, nor for the protection or replacement of utilities for the resequencing or delay of work due to a utility company and the bidder shall include all such costs in the prices bid for the various related items of work in the Bid Form.
- E. The Contractor is responsible for repairing all located utilities (water, sewer, storm sewer, gas lines, etc.) which are broken or damaged during construction.

1.03 PHOTOGRAPHS & VIDEO TAPES

The Contractor shall video tape in digital format the construction site prior to the commencement of construction. One copy of the video tape shall be forwarded and kept by MPWC Engineering to resolve any disputes arising over the restoration of all curbs, sidewalks, driveways, fences, lawns, landscaped areas, or any other items that may be disturbed during construction.

1.04 MAINTENANCE & PROTECTION OF TRAFFIC

- A. The Contractor shall erect or place and maintain in good condition, barricades, warning signs, lights, flares, approved yellow-flashing light units, rubber traffic cones, and other warning and danger signals and devices, appropriate and adequate for the specific needs and subject to the Engineer's approval at working sites, closed roads, intersections, open excavations, locations of material storage, standing equipment and other obstructions, at points where the usable traffic width

of the road is reduced, at points where traffic is deflected from its normal courses or lanes, and at other places of danger to vehicular or pedestrian traffic.

- B. The Contractor shall provide sufficient watchmen and traffic directors and shall take all other precautions, including any that may be ordered by the Engineer, which are necessary for the safety of the public and protection of the work.
- C. The Contractor shall obtain the approval of the Engineer and consent of all appropriate authorities having jurisdiction, for any detours which may be required. The Contractor shall make all necessary arrangements with such authorities regarding the establishment, maintenance and repair of such detours, the regulations and direction of traffic thereon, and the installation and maintenance of sign and traffic devices.
- D. Before beginning work on any phase of the project, the Contractor shall furnish and install all specified warning signals, barricades, wood traffic guides, lights, flares and other devices necessary to protect the public during that phase of his operations.
- E. If battery operated flashing warning lights are used, they shall conform to the specifications therefore on file at the office of the Department's Bureau of Safety, 1035 Parkway Avenue, Trenton, New Jersey. These specifications require, in part, that the flashing lights be weatherproof and reasonably tamper-proof and theft proof, be equipped with a seven inch (7") minimum diameter amber plastic lens; shall operate with a flash rate between 55 and 75 flashes per minute with a flash duration of not less than 18% of each flash cycle; and shall be inspected and cleaned daily so as to maintain the lights in proper working condition.
- F. Road construction signs shall be placed at each end of the project along with every connecting intersection. At the end of each project, detour signs shall be placed.

SCHEDULE OF TRAFFIC CONTROL DEVICES
FOR EACH SEPARATE PROJECT LOCATION

<u>Type of Device*</u>	<u>Min./Max.</u>
Traffic Cones	20/80
Sign (Construction Ahead)	2/6
Sign G20-2	2/4
Traffic Director	1/4
Drums	20/50
Breakaway Barricades	10/40

*Devices in accordance with Part VI "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".

- G. During the work on this project, the Contractor shall provide and/or be prepared to provide traffic protection devices in accordance with the above Schedule of Traffic Control Devices. The minimum numbers set forth in the Schedule shall be on hand at each separate project site prior to the commencement of any work (or phase of work) and shall be maintained available on the project site throughout the period of the project (or phase). Failure to provide and maintain the minimum number of devices specified shall be sufficient cause for the Engineer to order cessation of work. When lack of any required safety devices presents an immediate hazard, the Engineer may order

that such devices be provided by the Owner or by other Contractors, deducting the cost thereof from any monies due or becoming due the Contractor.

- H. Additional devices up to the maximum number set forth in the Schedule shall be provided by the Contractor as required or directed prior to the commencement of any operation or phase of an operation requiring such devices.
- I. Uniform traffic directors (flagmen) shall be provided whenever alternate two-way traffic is maintained in a single lane, whenever Contractor's operations require closing of a lane or portion of a lane on a multiple lane roadway, whenever the Contractor's equipment or vehicles are entering or leaving active roadways at other than normal street intersections, whenever a Contractor's operations will be contrary to or cause confusion regarding normal traffic control devices (traffic signals, signs, etc.) within a work area and whenever else the Contractor's operations cause such hazards as to require the use of Traffic Directors.
- J. Traffic Directors shall be responsible and thoroughly familiar with their responsibilities, and, while serving as Traffic Directors, shall not be required to perform any other duties. Traffic Directors shall be provided with an orange or red flag, an orange or orange and white traffic safety vest and white or orange hard hat or other appropriate head gear. The Contractor may, at his option, secure the services of uniformed policemen having jurisdiction in the locality within which the project is located. Provision of such uniformed policemen will be deemed sufficient in meeting the requirements of this specification. Uniformed police shall be used for traffic control on County and State Roads.
- K. Traffic must be maintained throughout each separate work area during construction. At least one 12' lane must be maintained for traffic during all actual construction periods and at least two 10' lanes must be maintained for traffic at all other times.
- L. The Contractor is advised that there is heavy commuter traffic during the morning from 7:30 AM to 9:00 AM and the afternoon from 4:00 PM to 5:30 PM. The Contractor shall schedule his construction activity such that he does not interfere or restrict traffic during the above peak hours.
- M. Any restriction of traffic at any time shall be subject to the approval of the Engineer and the Municipal Police Department. The Contractor shall submit a schedule of staged construction for approval prior to any restriction of traffic.
- N. If detours are proposed by the Contractor, they are subject to the review and approval of the Engineer and the Municipal Police Department. All detour signs shall conform to the requirements of the Manual for Traffic Control Devices.
- O. Temporary traffic stripes will be necessary to control and guide traffic through individual work areas. The Contractor shall submit a scheme for approval by the Engineer of all temporary traffic stripes prior to removal of any existing traffic stripes.
- P. Construction of proposed utility pipe or storm pipes across existing roadways shall be so staged to maintain one lane in each direction. Trenches shall not remain open overnight.
- Q. The Contractor shall provide adequate means of access for fire, police and emergency vehicles throughout the length of the project.

1.05 REFERENCE TO THE STANDARD SPECIFICATIONS

- A. Portions of the work performed under this contract shall comply with the requirements of the State of New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction 1989, and all requirements modified, as amended or supplemented and whose specifications are made part of these specifications. The State of New Jersey Department of Transportation Standard Construction Details shall govern except insofar as same are modified, amended or changed in detail drawings prepared specifically for this particular project.
- B. The Standard Specifications are made part of these specifications by this reference as if they were set forth in full. It is the responsibility of the prospective bidder to be familiar with these Standard Specifications. Copies may be examined in the Engineer's Office or may be purchased from the New Jersey Department of Transportation, 1035 Parkway Avenue, Trenton, New Jersey 08625.

1.06 TESTING MATERIALS

- A. Except as may be provided elsewhere, test or analysis of materials which are usually tested after delivery to the site, such as concrete aggregate, mixed and placed concrete, and similar materials; will be performed by the Engineer or test laboratories which will be approved by the Engineer and selected and paid for by the Contractor. The preliminary testing of concrete mixtures and test or analysis of other materials, samples of which are to be submitted prior to delivery, will also be performed by the laboratory and paid for by the Contractor at the Engineer's request.
- B. If the Engineer orders sampling and analysis or tests of materials which are usually accepted on Certification of the manufacturer but which appear defective or not conforming to the requirements of the Specifications, the Contractor will bear the reasonable costs of sampling, transportation, test and analysis.

4.01 PAYMENT

No separate payment will be made for work performed under this section. All costs for items within this section shall be included in prices bid for other sections.

END OF SECTION

SECTION 01710

CLEANING AND RESTORATIONS

1.01 DESCRIPTION

- A. Contractor shall provide all equipment, labor & materials required to clean and restore the site to at least the existing condition.
- B. Maintain premises and public properties free from accumulations of waste, debris and rubbish caused by work operations.
- C. At completion of work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials; clean all sight exposed surfaces; leave project clean and ready for occupancy.
- D. At completion of work, restore or replace, when and as directed by the Engineer, any public or private property disturbed or damaged by Contractor's work operations to a condition at least equal to that existing prior to beginning work, or as otherwise specified. Materials, equipment and methods shall be approved by the Engineer.

2.01 MATERIALS

- A. For restorations all materials shall comply with the following Articles of the New Jersey Department of Transportation Standard Specifications latest revision and these specifications.
- B. Grass restorations (wooded area shall be seeded):
 - 1. Topsoil shall conform to Subsection 909.10.
 - 2. Seed Type "A" conforming to Subsection 909.06.
 - 3. Fertilizer and lime shall conform to Subsection 909.02 & 909.03.
- C. Pavement restorations: See Section 903 "Bituminous Concrete".
- D. Restoration of curbs and other concrete structures:
 - 1. Concrete:
 - a. Shall conform to Section 605 for Curbs, Section 607 for sidewalks and driveways, and Section 405 for concrete surface course.
 - b. Compressive Strength: 4,000 psi at 28 days.
 - c. Air-entrained.

2. Joint Fillers: Section 908, bituminous cellular type.
 3. Curing Compound: Section 905.03, white-pigmented liquid.
- E. Driveway Restoration: Driveway Aprons shall be replaced in kind with Portland Cement Concrete, Bituminous Concrete or 3/4 inch stone. Dirt driveway aprons are to be upgraded to stone.
- F. All other Materials: As approved by the Engineer or authorities having jurisdiction.

3.01 METHODS OF CONDUCTING WORK – CLEANING

A. Requirements of regulatory agencies:

The Contractor shall comply with all Federal, State, and local anti-pollution laws, ordinances, codes and regulations when disposing of waste materials, debris and rubbish. All excess material shall be removed from the site and disposed of by the Contractor. Cost to be included in the unit price bid for all items.

The disposal site shall be in permanently established licensed OSWA (Office of Solid Waste Administration, New Jersey Department of Environmental Protection) landfills or a NJDEP certified recycling center if applicable.

B. Cleaning during construction:

Provide periodic cleaning to keep the work, the site, and adjacent properties free from accumulations of waste materials, rubbish and windblown debris resulting from construction operations.

Provide on-site containers for the collection of waste materials, debris and rubbish. Maintain containers as required.

C. Dust Control:

The Contractor will be required to maintain all excavations, embankments, stockpiles, haul roads, permanent access roads, plant sites, waste areas, borrow areas, and all other work areas within or without the project boundaries free from dust which would cause a hazard or nuisance to others. Approved temporary methods of stabilization consisting of sprinkling, chemical treatment, light bituminous treatment or similar methods will be permitted to control dust. Sprinkling, to be approved, must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times, and the Contractor must have sufficient competent equipment on the job to accomplish this if sprinkling is used. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs. If any dust control is not done within twenty-four (24) hours after written notice is given by the Engineer, the work may be done by Owner and charged to the Contractor.

3.02 METHODS OF CONDUCTING WORK - RESTORATIONS

A. General: All existing structures, unpaved areas and paved areas disturbed or damaged during the work under this contract shall be restored or replaced to a condition at least equal to that existing prior to beginning work, or as otherwise specified. The methods of conducting this work shall, as a minimum, conform to the New Jersey Department of Transportation Standard Specifications, latest revision.

B. Grass Restorations:

See Section 808 "Fertilizing & Seeding" and Section 810 "Sodding".

C. Pavement Restorations:

The methods of construction employed shall conform to the requirements set forth in Section 208, 304, 305 & 404 of the Standard Specifications as applicable to the type of material being utilized.

Restoration type and thickness shall be as shown on the contract drawings.

D. Restorations of Curbs and Other Concrete Structures:

1. Curbs: Section 605

2. Other concrete structures: Restore in accordance with applicable Sections of the Standard Specifications.

E. Fence Restorations:

Contractor shall remove all concrete from existing fence posts and appurtenances before reinstalling fence in kind.

F. All Other Restorations:

Restore in accordance with applicable Sections of the Standard Specifications, or as approved by the Engineer or authorities having jurisdiction.

4.01 QUANTITY AND PAYMENT

Payment for cleaning and restoration shall be made on a lump sum basis for the item "RESTORATION" in the proposal.

END OF SECTION

SECTION 13000
VIRGIN GRANULAR ACTIVATED CARBON

1. SCOPE OF WORK

It is the intent of this solicitation to establish a service/supply contract for Granular Activated Carbon (GAC) as follows:

- a. Furnish all labor, materials, equipment, and supervision for the removal, transport, and disposal of spent GAC from the filters
- b. Supply and install virgin GAC into the filters. All carbon filters shall be filled with Filtrasorb 400.

Whenever a brand name is mentioned in the bid request, the naming of the item is intended to establish the type, function, performance and quality required.

2. PRE-BID SITE INSPECTION

- a. Each bidder shall visit the site and shall inform themselves of all existing conditions.
- b. Failure to comply with site inspection requirements can be considered non-responsive and bid can be rejected.

3. BIDDER'S QUALIFICATIONS

- a. Bids shall only be accepted from manufacturers of bituminous coal based reagglomerated activated carbon.
- b. Bidders shall have a minimum of 10 years experience manufacturing virgin granular activated carbon and shall submit proof via a Manufacturer's Certificate and/or an Affidavit of Compliance.
- c. Field Service personnel performing the exchange must be directly employed by the bidder.
- d. Bidder's virgin manufacturing processes shall produce NSF/ANSI 61 certified products.
- e. Failure to comply with any of the above qualification requirements shall be considered non-responsive and bid will be rejected.



4. PRODUCT SPECIFICATION – VIRGIN GAC

The bidder shall supply a virgin GAC. The virgin GAC shall meet the following specifications:

- a. Virgin GAC shall be Filtrisorb 400 as manufactured by Calgon Carbon Corporation or Approved Equal.
- b. The GAC shall be mined and manufactured in the United States of America. The GAC product designated by the Bidder as the material to be supplied for this bid shall have five (5) years of history of use in municipal drinking water facilities in North America. Bidder shall submit references per Section 6.
- c. The GAC shall be manufactured in a facility certified to conform to the Management System Standard: ISO 9001:2000 or later quality standards and at the specific plant or site holding such certification. A copy of the valid certificate must be submitted with bid, with the understanding by all parties that ANSI/NSF assures the GAC against toxicological hazards only. ISO 9001:2000 or later certification assures the GAC of consistent conformance to stated product quality and standards listed in the specifications.
- d. The GAC shall comply with AWWA B604, latest edition.
- e. The GAC shall comply with NSF / ANSI 61 Drinking Water System Components – Health Effects standard.
- f. The GAC shall comply with the requirements for activated carbon as defined by the Food Chemical Codex (FCC), latest edition published by the U.S. Pharmacopeia.
- g. The coal based GAC must be a 100% reagglomerated bituminous coal based product, sized to a granular form prior to baking and activation. The following materials shall not be accepted if submitted in lieu of the required product, nor may any amount of these materials be blended into a mix with the required reagglomerated, bituminous coal-based product:
 - a. Broken pellets, regardless of base material
 - b. Direct activated GAC, regardless of base material
 - c. Lignite-based GAC
 - d. Peat-based GAC
 - e. Wood-based GAC
 - f. Sub-bituminous based GAC
 - g. Anthracite based GAC

- h. The GAC shall be capable of removing organic contamination from previously pretreated water by conventional treatment processes.
- i. Bidder shall indicate the source of coal, carbon manufacturing location, a description of the reagglomeration/thermal process and capacity of the manufacturing facility. MPWC reserves the right to inspect the GAC manufacturing and thermal processing facility.
- j. Virgin GAC product shall meet the following specifications:

Product Specification: FILTRASORB 400	Value	Test Method
Iodine Number (mg/g), min.	900	TM-4, ASTM D4607
Moisture, weight %, max.	2	TM-1, ASTM D2867
Effective size, mm	0.8 – 1.0	TM-47, ASTM D2862
Uniformity Coefficient, max.	2.1	TM-47, ASTM D2862
Abrasion No., min.	78	TM-9, AWWA B604
Trace Capacity Number, (mg/cc), min.	10	TM-79, TM-85 (converted to TCN)
Screen Size (US Sieve), weight %		
* Larger than No. 8, max.	15	TM-8, ASTM D2862
* Smaller than No. 30, max.	4	TM-8, ASTM D2862
Typical Property	Value	
Apparent Density, g/cc	0.56	TM-7, ASTM D2854
Ash	8%	TM-5, ASTM D2866
Water Soluble Ash	<1%	AWWA B604
Non-Wettable	<1%	AWWA B604

The Certificate of Analysis shall certify that the GAC sample shipped to the site is virgin carbon and in full compliance with the specifications stated herein. Failure to comply will be considered non-responsive and the bid will be rejected.

Virgin GAC Samples:

- a. Pre-bid samples:
 - i. Samples shall be submitted to the MPWC Engineer prior to the bid date. One (1) sample shall be submitted for each activated carbon type to be supplied. Samples shall be no less than 2 lb. and shall be

accompanied with a Certificate of Analysis and shall include the following parameters: (as specified)

1. Iodine number, mg/g (ASTM D4607)
 2. Moisture (as packed), wt% (ASTM D2867)
 3. Effective size, mm (ASTM D2862)
 4. Uniformity coefficient (ASTM D2862)
 5. Abrasion number (AWWA B604 – latest edition)
 6. Trace capacity number (TCN), mg/cc
 7. Particle size distribution (US mesh size), wt% (ASTM D2862)
- ii. Failure to comply with the pre-bid sample requirement shall be considered non-responsive and bid shall be rejected.
- b. Pre-shipment samples:
- i. After award but prior to GAC delivery to site, pre-shipment samples shall be submitted to an independent laboratory mutually agreed upon between the MPWC Engineer and the manufacturer.
 - ii. The samples shall be accompanied with a Certificate of Analysis and shall also include the above parameters.
 - iii. The number of samples to be submitted shall be in accordance with AWWA B604, latest edition. Based on the project size, the manufacturer shall determine the lot size and in turn shall provide the appropriate number of samples to be considered representative.
 - iv. Failure of the pre-shipment samples to meet specifications shall be cause for rejection. Manufacturer shall then resubmit new pre-shipment samples for testing. Manufacturer shall not be given approval to ship GAC until pre-shipment samples meet specification.
 - v. The Certificate of Analysis shall certify that the GAC sample shipped to the site is 100% virgin activated carbon and in full compliance with the specifications stated herein.
- c. Costs for pre-bid and pre-shipment sample testing shall be borne by the manufacturer.

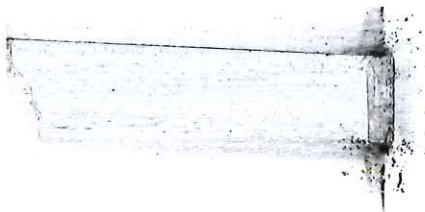
6. REFERENCES

- a. Should the bidder not be the current supplier, bidder must provide three (3) references for which bidder have provided services as noted above. All information requested must be filled in. Failure to provide the information requested will be considered non-responsive and the bid rejected.

Account #1: _____
City/State: _____
Contact: _____
Phone No.: _____
GAC Supplied: _____
Carbon Transfer Service Provided: _____ Yes/ No
Laboratory Service Provided: _____ Yes/ No

Account #2: _____
City/State: _____
Contact: _____
Phone No.: _____
GAC Supplied: _____
Carbon Transfer Service Provided: _____ Yes/ No
Laboratory Service Provided: _____ Yes/ No

Account #3: _____
City/State: _____
Contact: _____
Phone No.: _____
GAC Supplied: _____
Carbon Transfer Service Provided: _____ Yes/ No
Laboratory Service Provided: _____ Yes/ No

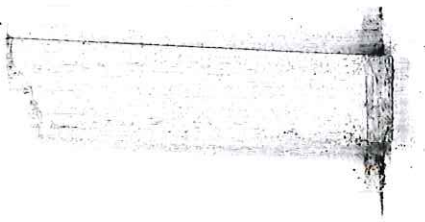


7. CARBON EXCHANGE PROCEDURES

- a. Field Service personnel performing the GAC exchange must be directly employed by the manufacturer of the GAC having a minimum of 5 years experience in performing carbon exchanges. Performance of the GAC exchange by a third party or sub-contractor shall not be allowed.
- b. Bidder shall submit resumes of supervisors capable of performing carbon installations, indicating qualifications, years of experience and location.
- c. Bidder shall submit a detailed carbon exchange procedure.
- d. The preferred method for spent GAC removal shall be bulk slurry. MPWC shall be responsible for water and air supply.
- e. GAC shall be transported, delivered and placed in a careful manner to exclude all dust, dirt or deleterious material and to prevent physical damage to the particles.
- f. Failure to provide the information requested will be considered non-responsive and the bid rejected.

8. FILTER/ VESSEL DATA

Filter/ Vessel Design	Model 10 single
Number of Filters	3
Filter Dimensions (LxWxD)	10 ft diameter
Number of Cells/Filter	1
Cell Dimension (LxWxD)	N/a
Backwash and Drain Volume (cu. Ft.)	
Total Existing GAC (lb.)	20,000# GAC per unit



PRICING

Bidder shall provide pricing as indicated for each of the following alternatives:

Virgin GAC Fill

Pricing for GAC shall include:

1. Unit price for virgin GAC, including all associated freight and site services and disposal of the existing GAC at the site.

All prices provided in the bid proposal shall include all applicable fees, costs and taxes (if any) relating to the project.

