

## INFORMATION FOR BIDDERS

**Bid packages must be received at the MPWC offices prior to the Bid return or Opening Date and time advertised. The Bid Must be submitted in a sealed Envelope Designated on the Outside of the envelope as Follows:**

### **SEALED BID FOR MARION AVENUE WATER TANK ANTENNAE**

### **LICENSE BID FOR OPENING ON NOVEMBER 28, 2023**

**Failure to do so may result in the Bid being accidentally opened for another Bid. If that occurs due to failure to properly designate the package, then the Bidder will not be relieved of his obligation to meet his bid and it will be held and not made public until the correct opening date.**

**1.0 BID PREPARATION-** in case of contradiction between the contract/agreement provided by the MPWC and the terms in this Information for Bidder's, the Conditions in the former shall prevail.

#### **1.01 EXAMINATION AND RESPONSIBILITY**

Bidders are directed to examine for themselves the site, drawings, specifications, estimated quantities and the location of the proposed work as well as all documents included in the bid package which are incorporated and made a part therein by reference. These all constitute the Contract Documents. Bidders 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 documents and 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. (See General Conditions for further definition of "Contract Documents")

#### **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 conduct the provisions of the contract documents and to complete the contemplated work for the construction as set forth in his bid. The Bidder/contractor in the conducting 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) or the Owner.

#### **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 or from their bid.

#### **1.04 ADDENDA, BID SPECIFICATION CHALLENGES AND INTERPRETATIONS**

The Table of Contents indicates the number of pages of each section of the document. If any bidder finds that a page was miss-copied or is missing, please contact the Engineer. The page(s) will be faxed or emailed to the bidder. Issuance of any such pages will not be considered an Addendum to the contract or specifications. It shall be the obligation of the Bidder to ensure that they have provided their correct fax or email address, that their equipment is properly operating and receiving correctly and that they are attended. The obligation of the MPWC shall cease upon successful transmission to the designated number or address.

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 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 Engineer no less than ten (10) 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

#### 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, equipped or at that time able to conduct the obligations of the contract and to complete the work therein contemplated.

Conditional bids will not be accepted and are deemed, *inter-alia*, to be non-conforming to the specifications. Bids which are incomplete, obscure, or incapable of definitive determination by the owner on their face may be rejected at Owner's option.

#### 1.06 DISCLOSURE STATEMENT P.L. 1977 CHAPTER 33, N.J.S.A52:25-24.2

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 stockholder 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 a proposed equivalent, it shall be the responsibility of the bidder to document the equivalence claim to the satisfaction of the Engineer in his discretion. 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 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 the contract or lease within ten (10) days after notice from the Owner to do so.

#### 1.09 NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

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

Before final payment on the contract is made by the contracting agency, the bidder/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 bidder/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 and errors may be corrected.

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 or if 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 bidder/contractor, subcontractor, or to any firm, corporation or partnership in which such bidder/contractor or subcontractor has an interest, who is debarred from public works. In addition, all wages paid for any work done on MPWC property must be in accordance with NJSA 34:11-56.25 et seq., New Jersey State Prevailing Wage Act and the NJDOL stated prevailing wage.

### 3.0 CONTRACTS

#### 3.01 DRAWINGS AND SPECIFICATIONS FURNISHED

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 bidder/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 Bidder/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, which 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, FEES, REGULATIONS AND TAXES

The Bidder/contractor shall determine which construction permits and licenses shall be needed and shall procure and pay for all such construction permits, connection fees and licenses necessary for the execution of his work. Bidder/contractor shall be responsible to comply with all governmental regulations and directives, including those of local government. So long as the Bidder/contractor directly, by their subcontractors, sub lessees, or other agents, are on-site or conducting some operations at the Owner's site, they shall be responsible for any fines, taxes or increases in taxes caused by such presence, operations or conduct of their activities on the Owners property over and above that for which the owner may normally be responsible but for the Bidders/contractors conduct, activity, operations or activity on-site.

### 3.05 CONTRACT DOCUMENTS

Attached hereto is the "Form of Contract" that will be executed between the Owner and the Bidder/contractor, unless specifically otherwise specified.

The Bidder/contractor shall execute and return these, and all documents included in the bid package 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, except where such specific documents are excepted.

### 3.06 NOTICE TO PROCEED

After approval and execution of the contract documents by all parties and a preconstruction meeting, the bidder/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 bidder/contractor prior to receipt of the Notice to Proceed is at the bidder/contractor's risk with no claim against the Owner for such work.

## 4.0 AFFIRMATIVE ACTION AGAINST DISCRIMINATION

### 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 bidder/contractor agrees as follows:

- a. The bidder/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 bidder/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 bidder/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 bidder/contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the bidder/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 bidder/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 bidder/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 bidder/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 bidder/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 bidder/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 bidder/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 bidder/contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:
  - (A) If the bidder/contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the bidder/contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the bidder/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 bidder/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 bidder/contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the bidder/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 bidder/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 bidder/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 bidder/contractor does not have a referral agreement or arrangement with a union for a construction trade, the bidder/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 womenworkers.
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 bidder/contractor or subcontractor has a referral agreement or arrangement with a union for the constructiontrade.
4. To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the bidder/contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area 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 bidder/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 bidder/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 bidder/contractor or subcontractor shall determine the qualifications of such individuals and if the bidder/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 bidder/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 bidder/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 bidder/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 bidder/contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.
  - iii. If, for any reason, said bidder/contractor or sub-contractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the bidder/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 bidder/contractor or subcontractor agrees that nothing contained in (B) above shall preclude the bidder/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 bidder/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 bidder/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 bidder/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 bidder/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 bidder/contractor, in accordance with N.J.A.C. 17:27-7. The bidder/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 bidder/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 bidder/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 Bidder/contractor must sign a contract provided by the owner which shall contain the mandatory language in Section 4.02 above entitled "Specific Language Required" or is incorporated hereby as if set forth.

Where applicable, at the time the Owner submits a contract for signing to the construction bidder/contractor, the construction bidder/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 bidder/contractor's compliance with the regulations. Failure to submit this form may result in the contract being terminated. The bidder/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 bidder/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. §12.101 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 thereunto, are made part of this contract. In



providing any aid, benefit or service on behalf of the Owner pursuant to this contract, the bidder/contractor agrees that the performance shall be in strict compliance with the Act. In the event the bidder/contractor, its agents, servants, employees, or sub bidder/contractors violate or are alleged to have violated the Act during the performance of this contract, the bidder/contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The bidder/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 bidder/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 bidder/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 bidder/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 bidder/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 bidder/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 bidder/contractor pursuant to this contract will not relieve the bidder/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 bidder/contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this contract. Furthermore, the bidder/contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the bidder/contractor's obligations assumed in this contract, nor shall they be construed to relieve the bidder/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.

**~~IN ABSENCE OF ANOTHER DOCUMENT or LEASE BEING REQUIRED. THIS MINIMUM DOCUMENT SHALL BE REQUIRED TO BE EXECUTED BY THE SUCCESSFUL BIDDER~~**

**~~FORM OF CONTRACT~~**

~~THIS AGREEMENT, between the Merchantville Pennsauken water Commission, a (municipal corporation, and regional water authority, of the State of New Jersey, having its principal offices located at 6751 Westfield Avenue, Pennsauken, NJ 08110, hereinafter referred to as MPWC or Owner and \_\_\_\_\_, having its principal place of business located at \_\_\_\_\_ hereinafter referred to as "Bidder/contractor";~~

**~~WITNESSETH,~~**

~~That for and in consideration of the sum of \_\_\_\_\_ and 00/100 (\$000,000.00), bidder/contractor agrees to furnish to the Owner, the labor, material, equipment and services in accordance with the contract documents hereinafter set forth.~~

~~That for and in consideration of the amount payable under this agreement by the Owner, the Bidder/contractor agrees, at its own proper cost and expense, and with due skill and diligence, that it will complete the \_\_\_\_\_, in accordance with the contract documents and in compliance with this agreement.~~

~~Bidder/contractor agrees to receive as full compensation the amount stated herein, namely \$000,000.00, for said services provided to the Owner. Bidder/contractor shall be responsible for all loss or damage arising out of the furnishing of the services aforesaid.~~

~~To prevent all disputes and litigation, it is agreed by and between the parties to the Contract that the Owner shall in all cases determine the quantity of the goods delivered and paid for under this contract, and as to the interpretation of any ambiguity in or intent of the drawings and specifications.~~

~~The Contract documents shall consist of the following:~~

- ~~1. Notice to Bidders.~~
- ~~2. Specifications.~~
- ~~3. Bidder/contractors Proposal (as accepted).~~
- ~~4. Contract Agreement.~~
- ~~5. Contract Drawings~~
- ~~6. All Addenda.~~

~~The parties to this contract agree to incorporate into this contract the mandatory language of the Regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, as amended and supplemented from time to time and the bidder/contractor or sub bidder/contractor agrees to comply fully with the terms, provisions, and obligations of said Regulations.~~

~~===== This agreement, together with the contract documents, form the contract or lease and they are as fully a part of this contract as if hereto attached or herein repeated. =====~~

~~The Owner and the Bidder/contractor, for themselves, their heirs, executors, administrators, successors or assigns, hereby agree to the full performance of the covenants herein contained.~~

~~IN WITNESS WHEREOF~~, they have executed this Agreement.

~~ATTEST:~~

## BIDDER/CONTRACTOR

\_\_\_\_\_ BY \_\_\_\_\_

~~(SEAL)~~ Print Name & Title

### Print Name & Title

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

~~ATTEST:~~

\_\_\_\_\_ BY \_\_\_\_\_

~~(Seal)~~

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

INTENTIONALLY DELETED.

SEE REQUIRED FORM MPWC FORM LICENSE USE  
AGREEMENT PROVIDED SEPERATELY

## 6.0 INSURANCE

### A. General Insurance Requirements

1. The Bidder/contractor shall not commence Work until the Bidder/contractor has obtained at the Bidder/contractor's own expense all of the insurance as required hereunder and such insurance has been approved by the Merchantville-Pennsauken Water Commission (MPWC) nor shall the Bidder/contractor allow any Subcontractor to commence work on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Bidder/contractor. Approval of insurance required of the Bidder/contractor will be granted only after submission to the MPWC of original certificates of insurance signed by authorized representatives of the insurers.
2. The Bidder/contractor shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, and workers compensation and employers' liability insurance with reasonable and prudent limits.
3. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, or material reduction in coverage until thirty (30) days prior written notice has been given to the Owner. Bidder shall provide at least (30) days advanced written notice to the owner of any cancellation of any required insurance that is not replaced.

Therefore, the phrases "endeavor to" and "...but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

4. No acceptance and/or approval of any insurance by the MPWC shall be construed as relieving or excusing the Bidder/contractor or the Bidder/contractor's Surety from any liability or obligation imposed upon either or both of them by the provisions of this Contract.
5. Any retentions of (\$5,000) or greater shall be disclosed by the Bidder/contractor. Any deductible or retention amounts selected by the Bidder/contractor or imposed by the Bidder/contractor's insurer(s) shall be the sole responsibility of the Bidder/contractor.

### B. Bidder/contractor's Liability Insurance

1. The Bidder/contractor shall purchase the following insurance coverages for not less than the limits specified below or required by law, whichever is greater.

Commercial general liability insurance or its equivalent for bodily injury, personal injury, and property damage including loss of use, with limits of:

\$1,000,000	each occurrence;
\$1,000,000	personal and advertising injury;
\$2,000,000	general aggregate; and
\$1,000,000	products/completed operation aggregate.

This insurance shall include coverage for all of the following:

- Liability arising from premises and operations;
- Liability arising from the actions of independent bidder/contractors;

- Contractual liability coverage including protection for the Bidder/contractor from bodily injury and property damage claims arising out of liability assumed under this Contract; and
  - Liability arising from the explosion, collapse, or underground (XCU) hazards.
2. MPWC shall be included as “Additional insureds” on Bidder/contractor’s required commercial general liability insurance with respect to liability arising out of the Bidder/contractor’s Work (including products and completed operations as well as ongoing operations) and the certificate of insurance, , must so state this. This coverage should be provided, and evidence required for a period of two years after completion of the project.
  3. Business auto liability insurance or its equivalent with a limit of \$1,000,000 per accident and including coverage for all of the following:
    - Liability arising out of the ownership, maintenance or use of any auto;
    - Auto non-ownership and hired car coverage.
  4. Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard “other states” coverage; employers liability insurance or its equivalent with limits of:
 

\$1,000,000	each accident for bodily injury by accident;
\$1,000,000	each employee for bodily injury by disease; and
\$1,000,000	policy limit for bodily injury by disease.

Any work performed on or adjacent to navigable waterways require proof of US Longshoreman and Harbor Workers coverage.

5. Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:
 

\$5,000,000	per occurrence;
\$5,000,000	aggregate for other than products/completed operations and auto liability; and
\$5,000,000	products/completed operations aggregate.

Higher limits may be required depending upon the project & exposures. Bidder may use any combination of primary or excess to meet the required total limits.

6.

C. Indemnification

1. The Bidder/contractor will protect, defend, indemnify, and hold harmless the MPWC from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities arising out of or resulting from the performance of the work or the completed operations provided that any such claims, damages, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property including the loss of the use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Bidder/contractor, Subcontractor(s), Sub-subcontractor(s), and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the MPWC or any of their agents or employees, by an employee of the Bidder/contractor, Subcontractor, or any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on

the amount or type of damages, compensation or benefits payable by or for any Bidder/contractor, Subcontractor, or any Sub-subcontractor under Workmen's Compensation Acts, Disability Benefits Acts, or other Employee Benefits Acts.

4. The builder's risk/installation floater insurance shall be written to cover all risks of physical damage on an agreed value basis. Accordingly, any coinsurance or contribution clause shall be deleted. Coverage shall be written on an agreed value basis. Accordingly, any coinsurance or contribution clause shall be deleted. Covered causes of loss or covered perils shall include but not be limited to:
- Theft;
  - Loss or damage that ensues or results from faulty, inadequate or defective design, specifications, construction, materials, or workmanship;
  - Collapse when caused by a covered cause of loss or peril;
  - Explosion;
  - Testing of equipment and other property to be incorporated into the project;
  - Mechanical or electrical disturbances or breakdown;
  - Flood, sewer or water back-up, subterranean or ground water; and
  - Earthquake, mudslide, or earth movement of any kind.
  - Building ordinance enforcement.
  - Testing exclusion to be deleted.