

INFORMATION FOR BIDDERS GOLF COURSE CAPITAL IMPROVEMENTS

0.00 Definitions

The attention of all bidders is directed to the Article of the Contract entitled, "Definitions", for definitions of the terms, Owner, Contractor, Engineer, Contract Documents, Contract, Contract Price, Specifications, Substantial Completion, Contract Drawings and General Conditions.

In the Contract Documents the words "Bid", "bid", "Proposal" and "proposal" are used interchangeably.

0.01 Location of Work

The site of the work to be performed under the Contract is located at the Brigantine Golf Links within the City of Brigantine.

0.02 Contract Drawings

The Contract Drawings, forming an integral part of this project, bear the following general title:

CITY OF BRIGANTINE
ATLANTIC COUNTY, NEW JERSEY

GOLF COURSE CAPITAL IMPROVEMENTS

Copies of the Contract Documents shall be furnished to interested parties as set forth in the Notice to Bidders.

0.03 Phases Comprising the Project

The work on this project will be performed under a single overall Contract comprising of site work, and general construction work.

0.04 Date and Place of Opening Bids

Sealed Proposals for this work, as required by the Contract Documents and as specified herein, including the furnishing of all required plant, labor, equipment, materials, facilities and services, will be received at the time and place stated in the Notice to Bidders and at that time unsealed and the contents publicly announced.

0.05 Preparation of Proposal

Proposals must be submitted on the prescribed forms. All blank spaces for bid prices must be filled in, in ink, in both words and figures. Bidders shall not remove and submit the Proposal Pages separate from the volume of Contract Documents but shall submit their Proposals bound in

with the complete volume of Contract Documents, including all pages correctly assembled. The Contract Drawings do not have to be included.

The Proposal shall contain the full name and address of every person, partnership and corporation having an interest in the bid. In addition, any trade name of the bidder must be set forth in full. When an individual proprietor bids, the bid must be signed for or on behalf of the proprietor. When a partnership bids, the bid must be signed for or on behalf of each general partner. When a corporation bids the president and secretary (or assistant secretary) must sign, except that other officers of the corporation may sign, provided a corporate resolution, certified by the corporate secretary (or assistant secretary) duly authorizing such other officers to sign, accompanies the bid. Bids of corporations shall have the corporate seal affixed. Bids signed by an agent must be accompanied by a Power of Attorney duly acknowledged before a notary public, evidencing the authority of the agent to act for the principal or principals. All corporations and partnerships must complete the statement form which appears on the Proposal pages pursuant to the requirements of P.L. 1977, c. 33 (N.J.S.A. 52:25-24.2).

The envelopes containing the bids must be sealed, addressed as outlined in the Notice to Bidders and prominently marked with the Name and Number of the Contract.

0.06 Right to Accept or Reject Bids

The Owner will evaluate bids and any award will be made to the lowest responsible bidder whose bid conforms to this solicitation. The Owner reserves the right to reject any or all bids and to waive minor informalities or irregularities in bids received.

The Owner may reject bids that are incomplete, conditional, or obscure or which contain additions not called for, erasures not properly initialed, alterations, or irregularities of any kind.

In the event that there is a discrepancy between prices written in words and written in figures, prices written in words shall govern. No bid will be accepted which does not contain a price for every bid item contained in the Proposal forms.

Penalties for the submission of false, deceptive, or fraudulent statements or information by bidders are provided by the Local Public Contracts Law (N.J.S.A. 40A:11-33 and 34). No contract for work shall be awarded to a contractor or subcontractor who is included on the New Jersey State Treasurer's list of debarred, suspended and disqualified bidders.

0.07 Withdrawal of Bids

No bidder may withdraw his bid for a period of sixty (60) days after the bids are opened. The Owner and bidder may agree to hold bids for consideration for a longer period of time, in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1, et. seq.

0.08 Items of Work

The Bidder understands that the Owner may, without limitation, increase, decrease or eliminate items of work to be performed under the Contract. The Bidder further understands that in case of any error or inconsistency in the figures, the unit prices stated in the proposal shall govern.

0.09 Addenda and Interpretations

No interpretations of the meaning of the Contract Drawings, Specifications or other Contract Documents will be made to any bidder orally. Any request for interpretations shall be made in writing, addressed to Mr. Al Stanley CFO, City of Brigantine and, to be given consideration, must be received at least ten (10) days – excluding Saturdays, Sundays and holidays - prior to the date fixed for the opening of bids. Any and all revisions, interpretations, or supplemental instructions will be in the form of written addenda to the Contract Documents which, if issued, will be noticed in a legal newspaper and will be sent by certified mail, return receipt requested, to each of the persons who has received a bid package, at the respective addresses furnished for such purpose, not later than seven (7) days – excluding Saturdays, Sundays and holidays - prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda shall not relieve the bidder from any obligation under such addenda. All addenda so issued shall become part of the Contract Documents. If any addenda materially change the solicitation, the Owner may postpone the date for the opening of bids.

0.10 Bid Security

Each bid must be accompanied by a certified check, cashiers check or bid bond prepared on the form in the Contract Documents, or on an equivalent form which has been approved by Owner's attorney; duly executed by the Bidder as principal and having as surety thereon a surety company duly authorized to issue bonds in New Jersey, in the amount of 10% of the total amount bid but not in excess of \$20,000.

Such checks or bid bonds except those of the three apparent lowest responsible bidders, shall, unless otherwise requested by the bidder, be returned within ten (10) days after the opening of the bids, Sundays and holidays excepted, and the bids of such bidders shall be considered as withdrawn. Within three days, Sundays and holidays excepted, after the awarding and signing of the Contract and the approval of the Contractor's performance bond, insurance and other submissions required in the Information for Bidders, the bid security of the remaining unsuccessful bidders shall be returned to them. The check or bid bond of the bidder to whom the Contract is awarded shall be retained until the required performance bond, insurance and other submissions required in the Information for Bidders is submitted and approved and the Contract is signed. If, for any reason, the Owner does not make an award within sixty (60) days after the opening of bids, the Owner may request that each of the three apparent lowest responsible bidders agree to hold their bids open for consideration for a longer period.

Bid security shall remain in effect for a minimum of sixty (60) calendar days from the date of opening of bids, except as set forth above. In the event that a bidder shall agree to an extension in

the sixty (60) day period for making award, such bidder shall be required to ensure that their bid security shall remain in effect to cover the period of extension.

An attorney-in-fact who signs any bid bonds or other bonds required by the Contract Documents shall file with each bond a certified copy of a Power of Attorney duly acknowledged before a notary public authorizing the attorney-in-fact to execute said bonds in behalf of the surety.

All bonds issued for this project must be issued by bonding companies that have a Best's Rating Guide rating of B-minus or higher.

0.11 Certificate of Surety

Each bidder must accompany his bid with an appropriate certificate from a surety company duly authorized to issue bonds in New Jersey and satisfactory to the Owner, stating that such surety company will provide the bidder with the bonds in such sums as are required by the Contract Documents for the faithful performance of the Contract including the payment of the labor and material furnished in the prosecution thereof and the faithful performance of the contract provisions relating to Contract warranties and the repair and maintenance of the Contract Work and keeping the same in good and serviceable condition. All surety bonds in connection with the advertisement and award of this Contract must be written by a surety company whose qualification and authority to issue bonds in New Jersey has been certified by the New Jersey Commissioner of Insurance pursuant to the provisions of N.J.S.A. 17:17-1 et seq.

Where federal funding is involved in the Project, the surety company must also hold a federal Certificate of Authority as an acceptable surety (31CFR Part 223) and must be listed on the Federal Treasury List (Department Circular 570 - "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies". Copies of this document may be obtained from the USEPA.

With respect to all payment and performance bonds in the amount of \$850,000 or more, the surety must hold a current Certificate of Authority issued by the United States Secretary of the Treasury pursuant to 31 U.S.C. Sec. 9305, that is valid in New Jersey as listed annually in the United States Treasury Circular 570, all as required by and subject to the exceptions and exemptions of N.J.S.A. 2A:44-143.

With respect to payment and performance bonds in the amount of more than \$3.5 million, there are further certification requirements under N.J.S.A. 2A:44-143 which must be observed.

N.J.S.A. 2A:44-143 requires that a Surety Disclosure Statement and Certification be attached to the payment and performance bonds. The requisite form of such Certification is set forth in the Proposal pages herein. The Owner may not accept a payment bond or a performance bond unless the required Surety Disclosure Statement and Certification, complete in all respects and duly acknowledged according to Law, is attached thereto.

0.12 Obligation of Bidders

At the time of the opening of bids, each bidder will be conclusively presumed to have read and to be thoroughly familiar with the Contract Documents, including all addenda and interpretations issued. The failure or omission of any bidder to receive or examine the Contract Documents and any addenda thereto or interpretations thereof shall in no way relieve the bidder from any obligation in respect of his bid.

0.13 Examination of and Familiarity with Work

Each bidder must inform themselves fully of the conditions under which the work will be performed. Failure to do so will not relieve a successful bidder of the obligation to furnish all plant, labor, material, equipment, facilities and services necessary to carry out the provisions of the Contract Documents, and to complete the required work for the consideration set forth in the bid.

Bidders are expected to read and become familiar with the Contract Documents, including all addenda; to visit the site of the work; to make their own estimates of the plant, labor, material, equipment, facilities and services needed to perform the work; to make any required tests and inspections and to evaluate the difficulties attending the execution of the proposed Contract, including local conditions, site conditions, location and availability of utilities, labor, transportation facilities, uncertainties of weather, subsurface conditions and other contingencies. In no case will the Owner or the Engineer assume any responsibility whatsoever for any interpretation, deduction or conclusion to be drawn from the Contractor's examination of the site. Failure to become aware of all conditions affecting the work will not relieve the successful bidder from assuming all responsibility for estimating the difficulties and cost of successfully performing the complete work. The failure or omission of any bidder to receive or examine any form, instrument or document; or to make any required tests or inspections shall in no case relieve any bidder from any obligation under the Contract Documents.

Neither the Owner nor the Engineer make any express or implied representations or warranties as to the accuracy of the information shown on drawings of previous construction or any interpretation of same. The Contractor shall ascertain by his own field inspections the accuracy of the information shown on any existing drawings or reports.

0.14 Bidder Responsibility

The prime Contractor (the bidder) shall perform on the site and with its own organization, work equivalent to at least 51% of the total amount of work to be performed under this Contract. This percentage may be reduced by a supplemental agreement to this Contract if during the performance of the work the Contractor requests a reduction and the Owner determines that the reduction would be to the advantage of the Owner.

Each bidder shall submit financial, experience, and equipment information as described below with and as a part of its bid:

(Nothing required herein shall be construed as limiting the right of the Owner or Engineer to request any bidder to supply clarifying or additional information concerning the bidder's responsibility.)

- A. The bidder's performance record with listing of work of similar character and size which he has constructed, giving the names of the Owners, dates built and construction cost.
- B. A tabulation of other work now under contract, giving location, type, size, total cost, required date of completion and the percentage of completion (to the date of this bid) of each job.
- C. An itemized list of equipment owned, leased or controlled, which will be available for use on the Contract (See Proposal Pages).
- D. A listing of the work identified in N.J.S.A. 40A:11-16 which the bidder will subcontract and the names and addresses of the subcontractors (See Proposal Pages).
- E. Evidence, in the case of a corporation organized under the laws of any other state, that the bidder has been issued a certificate of authority to transact business in this State
- F. In the case of a corporation, the names and addresses of the stockholders holding 10% or more of that corporation's stock (See Proposal Pages) and the names and addresses of all corporate officers and directors.
- G. Evidence, in the case of a partnership, as to whether the partnership is general or limited and identifying the names and addresses of all partners and indicating whether they are general or limited partners (See Proposal Pages).
- H. Evidence, in the case of a joint-venture bidder, as to the parties to the joint venture, a statement of the individual responsibilities of each party to the joint venture agreement and such other information as may be pertinent to each of the joint venturer's responsibility to fulfill the obligations of the Contract.
- I. All information and certification required in the Contract Documents shall be separately stated for each member of the joint venture.
- J. The largest amount of construction work that the bidder has done in any one year (state the year).
- K. At least one bank reference.
- L. At least two credit references.
- M. Such additional information as will satisfy the Owner and the Engineer that the bidder is responsible and is adequately prepared to fulfill the requirements of the Contract.

The Owner and the Engineer may in addition make such investigations as they deem necessary to verify the responsibility of the bidder to perform the Contract, and the bidder shall furnish the Owner with all additional information and data for this purpose as may be requested. The Owner reserves the right to reject any bid if the evidence submitted by the bidder, or the investigation of such bidder fails to satisfy the Owner that such bidder has the responsibility to properly carry out the obligations of the Contract.

Before taking final action to reject a low bid for lack of bidder responsibility, the Owner shall notify the low bidder and afford such bidder an opportunity to request a hearing before the Owner to present any additional information concerning the low bidder's responsibility.

0.15 Rescission of Award

It is expressly understood and agreed by the bidder that, in addition to and not in lieu of any other provisions of the Contract Documents, the Owner may condition any award made by it upon consummation of financing and/or upon receipt of the necessary approvals of the State and Federal agencies involved and, further, may, at any time, rescind any award made by it, if financing satisfactory to the Owner cannot be consummated as contemplated, if such financing does not continue to be available on terms satisfactory to the Owner, if the requisite State and Federal agencies do not approve said Contract, or if any court of competent jurisdiction shall enjoin or otherwise prohibit the Owner from proceeding with the work.

0.16 Failure of Bidders to Enter Contract

On a date and time to be set by the Owner and notified to the successful bidder, but in any case within twenty-one (21) days, Sundays and holidays excepted, after notification of the award of the Contract, the successful bidder shall deliver to the Owner, in quadruplicate, the duly executed Contracts. The successful bidder shall simultaneously deliver to the Owner an executed Performance Bond of a responsible surety company authorized to issue bonds in New Jersey and satisfactory to the Owner, as specified herein, and evidence of all insurance coverage required in the Contract Documents (consisting of certificates of insurance and copies of the policies with all endorsements).

The Contractor shall also submit at that time a detailed Cost Breakdown as further described in the Article of the Information for Bidders, entitled, "Cost Breakdown, Construction Schedule and Shop Drawing Schedule." This Cost Breakdown must be satisfactory to the Owner prior to the Owner's signing the Contract and may or may not, in the discretion of the Engineer, be used by the Engineer as a basis for evaluating periodic Applications for payment.

The Contractor shall also submit at that time a detailed Construction Schedule Bar Graph and detailed Shop Drawing Submission Schedule, which are further described in the Article of the Information for Bidders, entitled, "Cost Breakdown, Construction Schedule Bar Graph and Shop Drawing Submission Schedule" and which must be satisfactory to the Owner prior to the Owner's signing the Contract. The submission of the foregoing documents in a form satisfactory to the Owner shall be a condition precedent to the Owner's execution of the Contract. Copies of the referenced documents shall be provided to the Engineer at the same time.

Should the successful bidder fail or refuse to execute and deliver the Contract, bonds, evidence of insurance, Cost Breakdown, Construction Schedule Bar Graph, Shop Drawing Submission Schedule, or any of them, satisfactory to the Owner, within twenty-one (21) days after the Contractor has received notice of the award, Sundays and holidays excepted, or within such further time period as the Contractor and Owner may in writing agree, the Owner shall have the right to declare the amount of the Contractor's bid security to be forfeited to the Owner, as liquidated damages for such failure or refusal.

0.17 Security for Faithful Performance and Maintenance (Bonds)

The execution of the Contract is contingent *inter alia* upon the Contractor's furnishing of the Performance Bond as set forth herein.

The Performance Bond shall be in a sum equal to 100% of the accepted bid as security for the faithful performance of the Contract and for the payment of all persons performing labor or furnishing materials in connection with the Contract. The Performance Bond shall remain in effect until completion and acceptance by the Owner as specified in the Article of the Contract, entitled "Final Estimate and Payment"; and the furnishing of the Maintenance Bond to cover the Contractor's obligations specified in the Article of the Contract, entitled "Maintenance Period".

The Maintenance Bond shall be in a sum equal to 100% of the Contract Price, as security for the faithful performance of the Contract during the Maintenance Period, as specified in the Articles of the Contract, entitled "Warranty" and "Maintenance Period". The Maintenance Bond shall be furnished to the Owner prior to completion and acceptance by the Owner as specified in the Article of the Contract, entitled "Final Estimate and Payment" and shall remain in effect for a period of two (2) years from such completion and acceptance.

The Performance Bond and Maintenance Bond shall be in the forms included in the Contract Documents, or in equivalent forms that have received the prior approval of the Owner's Attorney.

An attorney-in-fact who signs any bonds must file with each bond a certified copy of his power of attorney authorizing him to execute said bonds on behalf of the surety.

All bonds issued for this project must be issued by bonding companies which have a Best's Rating Guide of B-minus or higher.

0.18 Interference or Delay

Insofar as possible, the Contractor in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor or subcontractor on this Contract or on any other on-going project contracted for by the Owner, or operations conducted by the Owner, whether or not they are directly associated with this Contract. All contractors will be required to cooperate to the end that the projects will be brought to a successful conclusion as rapidly as possible, but the Owner cannot guarantee that no interference or delay will be caused thereby. The Contractor shall have no recourse against the Owner for any damages whatsoever with regard to any interference or delay occasioned by the work or operations

of the Owner or of others with that of the Contractor or that of his subcontractors. The Contractor shall refer to the requirements of the Article of this Information for Bidders, entitled, "Cost Breakdown, Construction Schedule and Shop Drawing Submission Schedule."

0.19 Lines and Grades

Attention of bidders is directed to the following specific requirements regarding the establishing and transferring of lines and grades.

- a) The Engineer will establish a benchmark as shown on the Contract Drawings. The Contractor shall run all offset lines, set the drive stakes, set batter boards, and take all other measurements in order to lay out the work in accordance with the Contract Documents. The Contractor shall be aware that the alignment may change slightly due to the existing utilities.
- b) No separate payment will be made to the Contractor for the cost of establishing lines and grades or for the cost of assisting the Engineer in checking of such work or for delay in checking such work, but the cost thereof shall be included in prices bid for the various items unless specifically included as a separate bid item.
- c) The Contractor is required to provide as-built information to the Engineer of all constructed infrastructure at the end of each week that work is completed. The as-built information must include manhole rim and invert elevations along with the measured length of each section of sanitary main completed. The cost for this work shall be included in the prices of each sanitary main pay item when appropriate.

Bidders shall also note further requirements as explained in the paragraph entitled, "Line, Grades and Measurements" as set forth in the General Requirements of the Specifications.

0.20 Insurance Requirements

The Contractor shall not commence any work under the Contract until the Contractor has obtained, at the Contractor's own expense, all insurance as set forth in the Contract Article entitled, "Insurance" and has delivered Certificates of Insurance and copies of the required insurance policies with all required endorsements and indemnifications to the Owner and Engineer, and as required by the Article of this Information for Bidders entitled, "Failure of Bidders to Enter Contract." The Contractor shall not permit any subcontractor of any tier to begin work until the required insurance and evidence of insurance has been provided to the Owner and Engineer by the subcontractor. Such insurance and evidence of insurance must be in a form satisfactory to the Owner.

The City of Brigantine, the County of Atlantic shall be additionally insured on all Certificates of Insurance submitted by the Contractor.

0.21 Time Limit

The Contractor is required to begin work within ten (10) calendar days of Contractor's receipt of a written Notice to Proceed issued by the Owner. The Contractor shall prosecute the work diligently and uninterruptedly, at a rate to ensure completion sufficient for final acceptance of all work within one hundred twenty (120) consecutive calendar days from the day of the Contractor's receipt of the written Notice to Proceed. Failure to complete the Contract within this prescribed time period will result in the assessment of liquidated damages in accordance with Article XXII in the Contract section of these specifications. The Contractor shall comply with all provisions in the Contract Documents regarding intermediate times of completion of construction. The Contractor shall complete certain minimum amounts of work under this Contract by specified times as shown in the following Schedule of Intermediate Completion Times.

Intermediate Completion Time, in Consecutive Calendar Days After Contractor's Written Notice to Proceed	Work Required to be Completed Under the Contract (Total Base Bid)
90 Days	Substantial Completion
30 Days	Punchlist and Final Completion
120 Total Days	100% of Work
Within 30 Days of Final Completion	Submission of Closeout Documents

Time is of the essence for final completion of all work within the time limit established from the Contractor's receipt of the Notice to Proceed and for intermediate completion of the work covered by the Base Bid by the above Intermediate Completion Times. All work shall be completed within one hundred twenty (120) calendar days of the Notice to Proceed or be subject to liquidated damages of \$500.00 per day.

0.22 Damages

The bidder shall refer to the Article of the Contract entitled, "Damages and Liquidated Damages".

0.23 Site Conditions

Bidders are required to make any investigations of site conditions bidder shall deem necessary. However, prior to any site investigation, the bidder shall obtain the permission of the Owner and the bidder shall ascertain the location of underground utilities and structures. The bidder shall be responsible for any damage caused by the bidder, shall restore the site to its original condition and shall repair any damage resulting from such investigations. In addition, prior to undertaking any on-site investigations, the Bidder shall furnish the Owner with a certificate of insurance that is in accordance with the Contract Article, entitled "Insurance".

0.24 Cost Breakdown, Construction Schedule and Shop Drawing Submission Schedule

On a date and time set by the Owner and notified to the successful bidder, but in any case within twenty-one (21) days, Sundays and holidays excepted, after notification of the award of the

Contract, the successful bidder shall deliver to the Owner and the Engineer (in addition to the other documents referred to in the Article of the Information for Bidders entitled, "Failure of Bidders to Enter Contract"), a detailed Cost Breakdown, a detailed Construction Schedule Bar Graph and a detailed Shop Drawing Submission Schedule. The breakdown and schedules are for the review of the Owner and the Engineer who may elect to comment upon the contents as it may suit their respective interests. No Contract will be signed by the Owner until these documents are satisfactory to the Owner and Engineer and the Contractor hereby agrees to any extension of the time limit set forth in N.J.S.A. 40A:11-24(b) necessary for this purpose.

A cost breakdown is not required for contracts with all unit price items.

Neither the comments upon nor the acceptance of the Cost Breakdown or Construction Schedule Bar Graph or Shop Drawing Submission Schedule by the Owner or Engineer shall relieve the Contractor of his responsibility for the means, methods, techniques, sequences and procedures of construction, or for the safety precautions and programs incident thereto; and neither the Owner nor the Engineer will be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents.

The detailed Cost Breakdown will be a reference document to which the Owner and Engineer may (but need not) refer in determining the value of the work-in-place in order to approve the periodic Applications for Payment. The detailed Cost Breakdown must be sufficiently detailed to permit complete appraisal of the work to the degree that will permit all parties to be fairly treated. This breakdown will not necessarily be used as a basis for determining the cost of any change orders that might occur during the period of construction.

- The Cost Breakdown shall set forth, in detail, a true and representative breakdown of costs, by each major Specification Division, for each of the individual components listed in the Scope of Contract; and shall include the expected delivered costs of all materials and equipment to be installed and the costs for the plant, labor, construction equipment, facilities, services and overhead to be incurred in connection with each such component and in connection with the Contract generally. The Cost Breakdown must also include line items for testing and maintenance, where applicable. The Cost Breakdown shall, as nearly as possible, reflect the true cost of each item, and the Owner reserves the right to reject the Cost Breakdown if the Owner considers it unbalanced, unreasonable, unsatisfactory or lacking in detail. The burden of proof shall be upon the Contractor to substantiate the correctness of the proposed Cost Breakdown as fit for its intended purpose. If the Contractor fails to provide a Cost Breakdown satisfactory to the Owner, the Owner shall, in its sole discretion, have the right to have a Cost Breakdown supplied by the Engineer and, in such case, the Contractor agrees to be bound by the Cost Breakdown to be supplied by the Engineer. In preparing his bid, the Contractor shall limit mobilization costs in accordance with N.J.A.C. 7:14-2.9(b).

The Construction Schedule Bar Graph must be submitted on a date and time set by the Owner and notified to the successful bidder, but in any case within ten (10) days, Sundays and holidays excepted, after notification of the award of the Contract.

The Construction Schedule Bar Graph is to be a graphical representation of all significant construction and construction-related activities indicating their duration and the concurrence with the various contract activities.

The Construction Schedule Bar Graph must be in accordance with the calendar days permitted for construction and the Intermediate Completion Times and must indicate appropriately the percentage of work scheduled for completion by any given day of the Schedule.

The Construction Schedule Bar Graph must be in accordance with the calendar days permitted for construction and the Intermediate Completion Times and must indicate appropriately the percentage of work scheduled for completion by any given day of the Schedule.

The detailed Shop Drawing Submission Schedule must account for each item for which shop drawings are required, must indicate the equipment manufacturer proposed for use and the time frame estimated from first submittal to projected final approval of any item.

The Contractor shall enter his actual progress on the Construction Schedules and shall deliver copies to the Owner and Engineer at least once each month. If at any time, in the opinion of the Owner, progress is not being maintained as required by the Construction Schedules, amendments shall be made to the Schedules to regain the progress in the work required by the Contract Documents, without additional cost to the Owner. In this circumstance the Owner may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for review any amendments to the Construction Schedules as the Owner deems necessary to demonstrate how the required rate of progress will be regained. The amendments shall be subject to the review of the Owner, but action or inaction by the Owner shall not relieve the Contractor of any responsibility under the Contract. Failure of the Contractor to comply with the requirements of the Owner shall be grounds for the Owner to order the Contractor to discontinue the work under the Article of the Contract entitled, "Right of the Owner to Terminate the Contract or Give a Three (3) Day Deficiency Notice".

Further, the Contractor may be required by the Owner to submit supplementary construction schedules, concurrent with applications for monthly progress payments, which will show the order in which the Contractor will start various parts of the work and the estimated dates of completion of these parts. Such submissions, acceptable to the Owner and Engineer, shall be a prerequisite for consideration of applications for progress payments and shall be revised to indicate the progress of the work and the projected schedule at the time of the applications for the progress payments.

0.25 Field Measurements

The Drawings show existing conditions only in a general way, and it shall be the responsibility of the Contractor to verify all distances and locations in the field.

0.26 Preconstruction and Progress Video Recordings

The following are the requirements for Preconstruction and Construction DVD's:

1. The Contractor shall furnish DVD format videos showing the state of the project and all stages of construction as deemed appropriate by the Engineer.

2. The videos shall be forwarded to the Engineer as completed. All videos shall be referenced to indicate pertinent project information, including location and view, description of subject and names of the Owner, Engineer, Contractor and Photographer.
3. The Contractor shall furnish videos showing the existing condition prior to the start of site and access clearing and construction. Special attention shall be given to environmentally critical areas and areas outside of the public right-of-way. Videos shall be referenced by station so that upon completion of the construction, or during construction, if necessary, subsequent videos can be taken from the same control points.
5. A pre-construction video will be required, prior to start of work.
6. The Engineer, at his discretion, may direct the manner, method, and units of the construction to be videoed; therefore, before the video is to be taken, the Contractor shall notify the Engineer at least 24 hours in advance.

In the event that the Contractor delays in complying with above requirements, the Engineer, in conjunction with the Owner, may call in an experienced photographer to take such videos and the cost thereof shall be borne by the Contractor.

0.27 Subsurface Structures and Utilities

The Contractor will be held solely responsible for locating and protecting all underground utilities and structures affected by Contractor activities or the work; including, but not limited to, utilities and structures of the Owner, and the Contractor shall comply with all applicable provisions of the Underground Facility Protection Act (PC 1994, C. 118). The Contractor shall notify, in writing, the owners of all utilities and structures which will or may be affected by the nature and scope of the project or the Contractor's operations. The Contractor shall, at his own expense, arrange with the owners of all such utilities and structures for the location of their utilities and structures, and shall be responsible for the protection of subsurface structures and utilities, and shall pay all charges, costs and fees in connection therewith at his own expense.

Attention is particularly directed to the fact that the locations, elevations and sizes of utilities and other subsurface structures shown on the Contract Drawings are not warranted to be even approximately correct, nor can they be assumed to be the only subsurface piping or structures which may be encountered in the work. All required test pit excavations are to be performed prior to the start of work to locate existing subsurface piping and structures at the expense of the Contractor.

0.28 Materials and Equipment

In order to establish standards of quality, the Engineer, in the detailed Specifications, may have referred to certain products by name and/or catalog number. This procedure is not to be construed as eliminating from competition other products of equivalent or better quality by other suppliers or manufacturers where fully suitable in design and manufacture.

The Contractor's bid must be based upon the materials and equipment named in the Specifications, or materials and equipment of equivalent quality and effectiveness. The first named supplier shall be considered as the standard of reference, for the Engineers design and for the equivalency determination to be made by the Engineer.

Equivalent Materials and Equipment

Following execution of the Contract with the successful bidder, the Contractor may then submit to the Engineer for consideration the use of materials and equipment that the Contractor believes to be equivalent to or better than those specified.

To be considered an equivalent, the materials and equipment must be shown by the Contractor to meet all requirements of the Specifications herein; be of similar type, function and quality; be cost effective, as compared to the materials and equipment named, in all respects, including first costs, operating costs and maintenance costs; and must perform satisfactorily.

Substitution of Materials and Equipment

The procedure to be followed for review of proposed substitutions for the materials and equipment not equivalent to those specified is as follows:

Requests for review of substitute items of material and equipment will not be accepted by the Engineer from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute item of material or equipment, the Contractor shall make a written application to the Engineer for acceptance thereof, certifying that the proposed substitute will be similar and of equal or better substance and quality to that specified, will be suited to the same use and will perform properly the same functions as that specified.

The application will state whether or not acceptance of the substitute for use in the work will require a change in the Drawings or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available warranties, maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such a substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Engineer in evaluating the proposed substitute.

The Engineer may require the Contractor to furnish at the Contractor's expense, additional data about the proposed substitute. The Engineer will be the sole judge of acceptability

and no substitute will be ordered or installed without the Engineer's prior written acceptance. The Owner may require the Contractor to furnish, at the Contractor's expense, a special performance guarantee or other surety with respect to any substitute.

Equivalent Materials and Equipment and Substitutions

The following provisions shall apply to both the furnishing of equivalent materials and equipment and to substitutions.

It shall be the responsibility of the Contractor to ensure that materials and equipment to be furnished fit the space available. The Contractor shall make necessary field measurements to ascertain space requirements, including those for connections.

All redesign or other additional costs incurred by the Owner as a result of the Contractor's furnishing equivalent materials and equipment or substitutions shall be borne by the Contractor.

All materials and equipment must be new unless expressly stated otherwise in the Contract Documents.

The Engineer will record the time required by the Engineer and the Engineer's consultants in evaluating the Contractor's proposals for equivalent materials and equipment for substitutions for items named in the specifications and in making changes in the Drawings or Specifications occasioned thereby.

Whether or not the Engineer accepts a proposed equivalent or substitute, the Contractor shall reimburse the Owner for the charges of the Engineer and the Engineer's consultants for evaluating any proposed substitution for named items.

Following review and acceptance by the Engineer and Owner, the Contractor may proceed with ordering and installing the equivalent or substituted materials and equipment.

0.29 Construction Terms and Conditions

The bidder is advised that the terms and conditions set forth in the Contract Documents will be rigidly enforced. This Information for Bidders is included as part of the Contract Documents.

0.30 Nondiscrimination Provisions

Bidders are required to comply with all applicable Federal and State Statutes, Rules and Regulations including but not limited to Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000d-2000D-4A) and the discrimination and affirmative action provisions of N.J.S.A. 10:2.1 through 10:2-4, the New Jersey Law against Discrimination, N.J.S.A. 10:5-1, et. seq., and the rules and regulations promulgated pursuant thereto.

Bidders must submit with their initial bid a signed certification stating that it and its subcontractors shall comply with the discrimination and affirmative action provisions of N.J.S.A. 10:2-1 through

10:2-4, the New Jersey Against Discrimination (N.J.S.A. 10:5-1 et. seq.), and the rules and regulations promulgated pursuant thereto, including but not limited to N.J.A.C. 17:27-1 et. seq.

Successful bidders shall, upon request, submit a list of all subcontractors who will perform work on the project and written signed statements from authorized agents of the labor pools with which they will or may deal for employees on the work, together with supporting information to the effect that said labor pools will affirmatively cooperate in or offer no hindrance to the recruitment, employment, and equal treatment of employees seeking employment and performing work under the contract or, a certification as to what efforts have been made to secure such statements when such agents or labor pools have failed or refused to furnish same prior to the award of the Contract.

0.31 State Mandatory Affirmative Action Language, Construction Contracts

Goods, Professional Services and General Service Contracts

During the performance of this Contract, the Contractor agrees as follows:

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with **N.J.A.C. 17:27-5.2**.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

(electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

Construction Contracts

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the

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

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the 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 women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three 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 afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the 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 referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-

discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the 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.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the 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 union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) electronically provided to the public agency by the Division, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month

thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

0.32 Solid Waste Disposal

The bidder is directed to N.J.A.C. 7:26-1, et. seq., Rules of the Department of Environmental Protection, Division of Waste Management. The Contractor shall be required to follow the applicable rules and regulations. In general, these regulations require that all solid wastes (including, without limitation, concrete, black top, demolition or construction debris, unacceptable fill, etc.) must be disposed in an approved, licensed disposal facility. Also, any truck hauling this type of material to a landfill must have a permit issued by the Bureau of Registration and Permit Administration, NJ Department of Environmental Protection, 840 Bear Tavern Road, Trenton, NJ 08625.

Prior to the removal of any solid waste material from the site, the Contractor shall submit a written statement from a licensed solid waste disposal facility operator which grants the Contractor permission to use the facility for the disposal of materials originating at the Owner's project site.

Under the price bid, the bidder shall include the cost of all permit and disposal fees and hauling costs that may be necessary for compliance with all applicable laws and regulations.

0.33 New Jersey State Sales and Use Tax Exemption

Materials and equipment purchases for permanent installation in the project will be exempt from the New Jersey State Sales and Use Tax. Each Bidder shall take this exemption into account in calculating his bid. It shall be the Contractor's responsibility to file the necessary exemption applications.

0.34 Allowances

Fuel Price Adjustment, Asphalt Price Adjustment, and City Allowance. Refer to Technical Specifications.

0.35 Department of Labor, Safety and Health Regulations

The Contractor shall comply with all applicable requirements of the Federal Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1972 (P.L. 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (P.L. 91-54).

0.36 Prompt Payment

Provided the Contractor is performing all obligations required under the Contract Documents, the Owner agrees to make payment to the Contractor at least once each month as the work progresses and to retain only such amounts as may be permitted by law and the Contract Documents.

0.37 Construction Plans and Specifications

Upon award of the Contract, the Contractor may obtain, free of charge, four (4) complete sets of Drawings and Specifications. Additional sets of Drawings and Specifications may be purchased by the Contractor for the deposit amount set forth in the Notice to Bidders.

0.38 Bidders Referred to Laws and Safety

The attention of the bidders is especially directed to the provisions of Federal, State, County and Municipal laws, statutes and regulations that may apply to the work, including particularly all safety regulations. The provisions of the U.S. Occupational Safety and Health Act (OSHA) and its implementing regulations and all safety standards promulgated thereunder shall be observed by the Contractor in the performance of the Contract, whether or not they would otherwise be applicable.

Such provisions refer to obstruction of streets, traffic safety, open burning, maintaining of signals, excavation, storing and handling of explosives, etc. Particular note is to be taken also of those provisions affecting the Contractor and his employees in the prosecution of the work and his relation to any political subdivision or person. All applicable laws, statutes, ordinances and regulations shall be obeyed and complied with by the Contractor, his subcontractors and all of his representatives, including, without limitation, all applicable provisions of Federal and New Jersey State Labor Laws.

The Contractor shall be solely and completely responsible for conditions in, on or near the job site, including safety of his operations during performance of the work. This requirement will apply continuously 24 hours a day until final acceptance of the work by the Owner and shall not be limited to normal working hours.

Construction observation of the Contractor's performance by the Engineer is not intended to and shall not include review of the adequacy of the Contractor's safety measures, in, on or near the construction site.

"The Contractor shall provide in writing, prior to beginning any work, who his "competent person" will be for the project and emergency phone numbers. Prior to beginning any work, the Contractor shall also submit emergency action plans, where applicable and as required by OSHA, Title 29

CFR, Section 1910 and Part 1926. In addition to any required by OSHA, a written emergency action plan shall be required for confined space entry, trenching/excavation, underground and overhead utilities. In addition, no work shall commence without the Contractor contacting the utility mark-out firm (1-800-272-1000) or any other utilities not contracted with the utility mark-out firm for a mark-out prior to construction. In addition, prior to commencing any work, if the utility mark-out firm or other utilities have been contacted for a mark-out and there have been no utilities marked on the ground when work is ready to commence, the Contractor is not to assume that there are no utilities in the area and shall confirm this by recontacting the utility mark-out firm and/or utility companies to insure that there are in fact no utilities in the area."

0.39 Subcontractor Requirements

The laws pertaining to public bidding in the State of New Jersey require that a prime contractor list his subcontractors at the time of bid for any of the following subcontracted work: Structural Steel and Ornamental Iron, Plumbing work and Gas Fitting and all kindred work, Steam and Hot Water Heating and Ventilating Apparatus, Steam Power Plants and kindred work, and Electrical work.

0.40 Pre-Construction and Construction Conferences

Before construction is started, preconstruction conferences shall be held. During the first conference the Owner, his Engineer, and the Contractor will discuss the procedures to be followed by the Contractor during the construction process.

The Contractor will also be required to attend a preconstruction conference attended by all utility companies and State and local authorities.

A third conference, if necessary, may include representatives of the Owner, Engineer, Contractor, EPA, U.S. Army Corps of Engineers, and NJDEP and would concern compliance with State and Federal regulations and the environmental plans and specifications.

During the construction, job meetings shall be held at frequent intervals to review construction and restoration progress and to resolve difficulties that might delay completion of the work. Attendees at these meetings shall include representatives of the Owner, the Engineer and the Contractor.

0.41 State Wage Rates

The Contractor's attention is directed to the prevailing wage rates listed on the SWR pages and to the applicable provisions of the New Jersey Prevailing Wage Act, Chapter 150, of the Laws of 1963 as amended, governing the prevailing rates of wages for workmen who are employed on this project. All applicable provisions of said Prevailing Wage Act and Amendments thereto shall be considered part of this Contract and made a part hereof.

The Bidder does also declare and represent that in the event of any change of such prevailing rates at any time before the execution and delivery of the Contract between the Bidder and the Owner

for the work of construction of the project, or at any time thereafter, the new rates, if applicable, will become minimum rates for work performed thereafter under said Contract. No increase in the Contract price shall be claimed by the Bidder and no such increase will be granted by the Owner as a result of such change.

The Contractor is specifically directed to the following requirements as set forth by the Act (to the extent applicable):

- a. All workmen engaged in the performance of services directly under this public work Contract shall be paid not less than the prevailing rate of wages as specified.
- b. Each Contractor and subcontractor shall keep an accurate record showing the name, craft trade, and actual hourly rate of wages paid to each workman employed by him in connection with said public work. Records shall be preserved for two years from date of payments.
- c. The Contractor and Subcontractor shall post the prevailing wage rates for each craft and classification involved, as determined by the Commissioner of Labor and Industry, 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.
- d. In the event that it is found that any workman employed by the Contractor or any Subcontractor covered by such a Contract is paid less than the required wage rates, 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, and the Contractor and his Surety shall be liable to the Owner for any excess costs occasioned thereby.
- e. The Contractor and Subcontractors shall file written statements to the Owner certifying to the amounts then due and owing from them to any and all workmen or wages due on account of said work. Said statements shall be filed prior to the final payment certificate and again prior to the final payment of any retained percentage funds by the Owner. The statements shall set forth the names of the persons whose wages are unpaid (if any) and the amount due to each. The statements shall be verified by the oath of the Contractor or Subcontractor as the case may be.
- f. Whenever the State and Federal Wage Rate Determinations list different minimum rates of pay for the same class of worker, the Contractor and all Subcontractors shall pay the higher of the two rates.
- g. Fringe benefits are part of prevailing wage rates; employers not paying these fringe benefits to a party designated in a collective bargaining agreement shall pay benefits directly to employee on each pay day.

- h. P.L. 2021, c. 301 requires a contractor submitting the lowest bid for a contract that is subject to the Prevailing Wage Act, if that bid is 10 percent or more lower than the next lowest bid, to certify to the public body that the prevailing wage rates required by the Act shall be paid. If the bidder does not provide the certification prior to the award of the contract, the public body shall award the contract to the next lowest responsible and responsive bidder. Further, P.L. 2021, c. 301 also amended N.J.S.A. 34:11-56.27 to require that any contract for public work expressly stipulate that workers performing work under the contract shall not be paid less than the required prevailing wage rate. Contractors and their sureties shall be liable to the public body, any lessee to whom the public body is leasing a property or premises or to any lessor from whom the public body is leasing or will be leasing a property or premises, for any excess costs occasioned by the termination of their right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages.

Each bidder shall read carefully and fully said published wage rates, and shall predicate and bid on said rates as minimum requirements. Submission of bid shall imply that Bidder has carefully inspected all said wage rates, that the Bidder is thoroughly familiar with all provisions of the Prevailing Wage Act and that should he be awarded a contract, he will fully and faithfully comply with all provisions of the Prevailing Wage Act.

0.42 Change Orders

During the course of the construction of the Project, it may be necessary to make modifications to the Contract. If a modification should become necessary, it shall be made only in writing and in accordance with the terms of the Contract.

0.43 Project Observation

The Contractor's attention is directed to the fact that the Golf Course Manager, Owner, or any other Consultant authorized by the Owner, will provide observation services, which will include observing the progress and quality of the executed work and determining, in general, if the work is proceeding in accordance with the Contract Documents.

0.44 Observer's Service for Saturdays, Sundays, Holidays and Off-Hours

The excess cost of wages, overhead and fees of observers employed or engaged by the Owner shall be paid by the Owner except that the cost of such services required any time on Saturdays, Sundays, or legal holidays, or on weekdays outside the hours of 8:00 A.M. to 4:30 P.M. inclusive, shall be borne by the Contractor if the Owner so elects. The Owner reserves the right to deduct from the Contractor's payments and shall be retained by the Owner, an amount sufficient to cover the excess cost of wages, overhead and fees paid by the Owner to any observer or observers necessarily employed on the work outside the above-mentioned times, such amount to be determined on the basis of actual cost of wages, overhead and fees.

For purposes of this clause, the term "excess cost" refers to overtime premia, etc., caused by the non-regular workdays and hours.

0.45 American Goods and Products

All bidders are advised that in accordance with the requirements of the Local Public Contracts Law 40A:11-18 only manufactured and farm products of the United States, wherever available, shall be used in the Contract work. If the use of foreign products is required, the advance written approval of the Owner and Assistant Director, Municipal Wastewater Assistance Element (MWAE) of NJDEP is required.

0.46 Access to the Work

The representatives of the Federal Department of Labor, the New Jersey Department of Environmental Protection and the New Jersey Department of Labor and any other governmental entity having jurisdiction shall be afforded access to the work under this contract wherever it is in preparation or progress. The Contractor shall provide proper facilities for such access and inspection.

0.47 Plant Organization Required

It is the purpose of the Owner to build the works under its charge in the shortest time consistent with good construction. To this end, the Contractor will be required to use improved methods and appliances for doing the various parts of the work. Complete and well-designed construction plants and effective organization will be insisted upon.

0.48 Quality of Materials and Workmanship

The attention of bidders is directed to the exacting requirements of the Contract requiring the Contractor to provide safe, watertight and otherwise adequate structures. The bidder shall realize fully that the first class materials and workmanship specified must be supplied in full measure in order to produce acceptable structures and equipment of the kind specified and as designed to give uninterrupted service for an extended period.

0.49 Dewatering Facilities

The Contractor shall provide suitable and adequate dewatering equipment to ensure satisfactory construction and maximum progress.

0.50 Connections to Existing Mains and Valve Operation

All connections to existing piping and facilities shall be made only after receiving permission from the Owner. Existing valves shall be operated only by the Owner's personnel.

0.51 Interruption in Traffic Flow

The plan for proposed interruptions or detouring of traffic shall be submitted to the Engineer and Police Department for approval. Contractor shall notify the City Clerk, Police Department, Fire Department, Emergency Medical Services and Transportation Coordinator of all Boards of Education serving the project area of approved traffic detour plans at least forty-eight (48) hours prior to their implementation.

0.52 Penalties for False Statements

Any person who makes or causes to be made, a false, deceptive or fraudulent statement in the statement or answers in response to the questionnaire, or in the course of any hearing hereunder, shall be guilty of a misdemeanor, and upon conviction shall be punishable by a fine of not less than \$100.00 nor more than \$1,000.00, and shall be permanently disqualified from bidding on all public work or contracts of the contracting unit which submitted the questionnaire; or, in the case of an individual or an officer or employee charged with the duty of responding to the questionnaire for a person, firm, copartnership, association or corporation, by such fine or by imprisonment, not exceeding 6 months, or both.

0.53 Right-to-Know Labeling

All containers are required to provide New Jersey Right-to-Know labeling.

All containers, including shipping cartons, shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances that are among the five most predominant substances in the container, or their trade secret registry number(s). (NJAC 8:59-5).

"Container" means a receptacle used to hold a liquid, solid or gaseous substance such as bottles, bags, barrels, boxes, cans, cylinders, drums and shipping cartons. (NJAC 8:59-1.3).

0.54 Extra Material on Hand

Existing facilities that are to be expanded or modified are sized and located in accordance with the best information available. The Contractor shall be prepared to accommodate changes in the size or location by maintaining at the job site additional pipe, fittings and valves in the ranges of sizes being dealt with. This additional material shall be available to prevent delays in construction.

0.55 Reference to General Requirements and Special Conditions

The attention of bidders is specifically directed to the General Requirements, and the Special Conditions of the specifications.

0.56 Debarment

The Contractor may be debarred, suspended or disqualified from contracting on any project financially assisted by the State of New Jersey or the New Jersey Department of Environmental Protection and Energy if the Contractor commits any of the acts listed in N.J.A.C. 7:1-5.2.

No work may be awarded to a Contractor or subcontractor who is included on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders, or who has been debarred, suspended or disqualified from New Jersey Department of Environmental Protection and Energy contracting pursuant to N.J.A.C. 7:1-5

Wage Determination

NOTICE

To all Public Works Employers:

The wage determination for this contract shall be in accordance with the New Jersey Department of Labor and Workforce Development's most current Prevailing Wage Rate Determination and the U.S. Department of Labor's General Decision No. NJ20210001 or the most current decision. Whichever rate is higher at that time shall govern.

P.L. 2021, c. 301 requires a contractor submitting the lowest bid for a contract that is subject to the Prevailing Wage Act, if that bid is 10 percent or more lower than the next lowest bid, to certify to the public body that the prevailing wage rates required by the Act shall be paid. If the bidder does not provide the certification prior to the award of the contract, the public body shall award the contract to the next lowest responsible and responsive bidder. Further, P.L. 2021, c. 301 also amended N.J.S.A. 34:11-56.27 to require that any contract for public work expressly stipulate that workers performing work under the contract shall not be paid less than the required prevailing wage rate. Contractors and their sureties shall be liable to the public body, any lessee to whom the public body is leasing a property or premises or to any lessor from whom the public body is leasing or will be leasing a property or premises, for any excess costs occasioned by the termination of their right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages.

State Wage Rates

NOTICE

To all Public Works Employers:

Please be advised that effective February 18, 1992 Regulation N.J.A.C. 12:60-2.1 and 6.1 of the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq requires that certified payroll records must be submitted to the public body for each employee on the project. The General Contractor is responsible for ensuring that each sub-contractor submits the certified payroll within ten (10) days of the payment of wages. The public body shall receive, file and make available for inspection during normal business hours the certified payroll records.

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