

PASSAIC VALLEY WATER COMMISSION

INFORMATION AND INSTRUCTIONS FOR BIDDERS, SPECIFICATIONS

PROPOSAL AND CONTRACT

CONTRACT #20-B-46 CHAIN LINK FENCE MAINTENANCE AND INSTALLATION BIDS TO BE RECEIVED ON

October 22, 2020

COMMISSIONERS

**HON. RUBY COTTON
HON. GERALD FRIEND
HON. JOSEPH KOLODZIEJ
HON. JEFFREY LEVINE
HON. RIGO SANCHEZ
HON. ROBERT VANNOY
HON. RON VAN RENSALIER**

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General Counsel

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Administrative Secretary

PASSAIC VALLEY WATER COMMISSION

**CONTRACT 20-B-46
CHAIN LINK FENCE MAINTENANCE AND INSTALLATION**

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012050	Measurement and Payment
013300	Submittals
014000	Quality Requirements
017113	Mobilization
323113	Chain Link Fence
490000	Miscellaneous Maintenance

INVITATION TO BIDDERS

Sealed bids for performing the Contract identified below will be received by the Passaic Valley Water Commission, at its offices located at 1525 Main Avenue, Clifton, New Jersey, on **Thursday, October 22, 2020 at 2:00 p.m.**, local time, at which time and place said bids will be publicly opened and read via videoconference at <https://zoom.us/j/9733404316> and may also be accessed via telephone at 1-929-436-2866 using Meeting ID# 973 340 4316. The Commission will accept electronic submission of bids via the Commission's FTP site which will be provided to all document holders under a separate email at least 48 hours prior to the bid opening date as specified herein. No bids shall be received after the time designated in this Invitation to Bidders. **The lowest responsible bidder will be required to submit a hard copy of the bid with all original signatures and seals to the Commission's office, located at 1525 Main Avenue, Clifton, NJ 07011, within 48 hours from receipt of notification by the Commission.**

CONTRACT 20-B-46 CHAIN LINK FENCE MAINTENANCE AND INSTALLATION

The contract shall require maintenance and repair of fence that is damaged during the duration of the contract. This contract also requires the installation of new chain link fence with associated gates if directed.

Information and Instructions for Bidders, Specifications and other Contract Documents are available in electronic form by forwarding an e-mail request to glucianin@pvwc.com. Each submission shall be provided on the standardized forms as supplied in the submission package and the said standardized forms shall not be modified or altered in any way.

Bidders shall comply with the requirements of the Local Public Contracts Law N.J.S.A. 40A:11-1 et. seq. as supplemented and amended; Disclosure Notice (P.L. 1977, c 33) N.J.S.A. 52:24.1 and Affirmative Action Requirements. (P.L. 1975 c 127) N.J.S.A. 10:5-32 in addition to other applicable State Laws.

The successful bidder for the Contract shall be required to comply with the prevailing local minimum wage rates as determined by the New Jersey Department of Labor.

Within the parameters established by the governing law, the Commission reserves the right to reject any and all bids or to waive any minor informalities or irregularities in the Proposal received and to award the contract to the lowest responsible bidder.

Passaic Valley Water Commission

Louis Amodio
Administrative Secretary

Gregg Lucianin, Purchasing Agent
Purchasing Department

INFORMATION AND INSTRUCTIONS FOR BIDDERS

0.01 BID SUBMISSION

The "Bid Submission" means all of the documents submitted by the bidder in response to this Invitation to Bid, including all of the forms accompanying this Invitation to Bid which are paginated with the prefix "P-" and "FP-". The bidder's completed "Form of Proposal" shall be based upon the Bidding Documents and shall be made only upon the blank Form of Proposal herewith provided. The Form of Proposal shall not be changed. Every blank space for entries in the Form of Proposal shall be filled in and no alterations or interlineations shall be made thereto. Bidder is advised that except where specifically permitted otherwise by the Bidding Documents, Bidder shall complete all of the Commission's forms included as part of the Bidding Documents. **Failure to properly fill in and execute all of the Commission's forms will most likely result in rejection of the bid. Any bid Submission which attempts to modify, alter or otherwise change the specifications, and/or contract terms, shall be deemed non-conforming and rejected as required by law.**

The term "Bidding Documents" refers to any one or more of the documents included with this Invitation to Bid, including but not limited to, the Advertisement for this Invitation to Bid, the Invitation to Bid, Information and Instructions for Bidders, the Form of Proposal, other forms required to be completed and submitted as part of the Bidder's Bid Submission, the form of Contract to be issued upon award, the Supplementary Conditions (if any), General Conditions, Technical Specifications, Drawings, Appendices, any documents or specifications incorporated by reference in the aforementioned accompanying documents, and any Addenda to the Bidding Documents issued by the Commission prior to receipt of Bids. Any reference herein to "Bidding Documents" can refer to one, more than one, or all of the individual documents comprising the Bidding Documents.

☐ The Bid Submission shall be submitted via paper copy. The Bid Submission shall be signed and enclosed in a sealed opaque envelope and shall be plainly marked with the name and address of the bidder along with the name of the project: **Contract Number-Contract Title-Bidder Name** and addressed to the Administrative Secretary of Passaic Valley Water Commission at 1525 Main Avenue, Clifton, New Jersey, 07011.

☒ The Bid Submission shall be submitted via electronic copy via the Commission's FTP site which will be provided to all document holders under a separate email at least 48 hours prior to the bid opening date. The electronic submission shall contain one PDF document of the pages in the same order as the paper documentation. The file name shall be **Contract Number-Contract Title-Bidder Name**. The lowest responsible bidder will be required to submit a hard copy of the bid with all original signatures and seals to the Commission's office, located at 1525 Main Avenue, Clifton, NJ 07011, within 48 hours from receipt of notification by the Commission.

0.02 OTHER SELECTED DEFINITIONS

"Owner", "Commission", or "Contracting Unit" shall all refer to the Passaic Valley Water Commission, New Jersey. The Owner is also referred to herein as "PVWC".

"Engineer" shall mean the Director of Engineering, Passaic Valley Water Commission or his duly authorized representative.

"Commission's Representative" refers to a person serving as the Commission's point-of-contact for certain specified purposes, including but not limited to coordinating site visits, pre-construction meetings, and the handling of questions relating to the Bidding Documents. For purposes of these Bidding Documents, the name and contact information of the Commission's Representative is:

Name: Patricia Dannhardt

Contact Info: pdannhardt@pvwc.com, 973-340-5590

If the name and/or contact information above is left blank, then the Commission's Director of Engineering shall act as the Commission's Representative, whose contact information will be provided to prospective Bidders upon request.

"Contractor" means the Bidder to whom the Commission awards a Contract to perform the work identified in these Bidding Documents.

"Qualified Surety Company" means a surety that: (i) is duly licensed to issue surety bonds in the State of New Jersey; (ii) is in good standing in the State of New Jersey, (iii) is sufficiently capitalized to serve as a surety for this Contract; (iv) meets all of the qualifications necessary to issue surety bonds pursuant to N.J.S.A. § 2A:44-143(a)(1); and (v) abides by all laws and regulations relating to the issuance of surety bonds on public projects in this State including, as applicable, N.J.S.A. § 2A:44-143.

"Take-and-Pay" means that the Owner shall pay the Contractor for all units that the Owner orders, receives, and accepts from the Contractor in accordance with the unit pricing in the Contractor's Bid Submission. The Owner is not obligated to pay for any unit that: (i) the Owner did not order; or (ii) the Owner ordered but did not receive; or (iii) the Owner ordered but did not accept.

0.03 AMERICAN GOODS AND PRODUCTS TO BE USED WHERE POSSIBLE

Subject to prevailing law (NJAC 40A:11-18), only manufactured and farm products of the United States, wherever available, shall be used in the materials to be furnished under this Contract. Products shall meet the requirements of the Buy American Act unless otherwise specified.

0.04 DESCRIPTION OF WORK

The Commission is soliciting bids for the Work, all as indicated specified or required by the Bidding Documents or which can be reasonably inferred therefrom. The Bidding Documents describe these goods and services in greater detail.

The duration of the Contract shall be as indicated in the Bidding Documents.

0.05 QUALIFICATIONS OF BIDDERS

Bidders shall complete the Form of Proposal, as part of their Bid Submission setting forth details of the proposed Work. The Bidder shall submit evidence that he has, or can obtain before the Contract is executed, all licenses, registrations, and any and all other approvals required to perform the Work.

Bidders shall certify that they are in compliance with State and Federal laws with respect to non-discrimination against any persons because of age, sex, race, color, religion or national origin.

0.06 NON-MANDATORY PRE-BID CONFERENCE AND INSPECTION OF SITE(S)



A non-mandatory pre-bid conference will not be conducted by the Commission.



A non-mandatory pre-bid conference will be conducted at the Commission's Engineering Department Conference Room located at 1525 Main Avenue, Clifton, New Jersey at the time and date indicated in the Invitation to Bidders. Bidders are encouraged to attend and participate in the pre-bid conference.

0.07 EXAMINATION OF BIDDING DOCUMENTS AND SITE(S)

It is the responsibility of each Bidder, before submitting a bid to:

- a. Examine the Bidding Documents thoroughly.
- b. Visit the Commission's facilities to become familiar with local conditions that might affect cost, performance or furnishings of the goods and services.
- c. Receive and be familiar with any minutes of the pre-bid conference.
- d. Be familiar with federal, state and local laws, regulations, ordinances, permits, approvals and orders that may affect the cost, progress, performance or furnishings of the goods and services.
- e. Study and carefully correlate Bidder's observations with the Commission's needs.
- f. Notify the Commission of all conflicts, errors or discrepancies in the Bidding Documents.

- g. Examine the project site(s) and the existing facilities, and like items that may affect the scope, effort and related costs of the Work, as the Bidder deems appropriate.

By submission of a bid, the Bidder represents that: (i) he has complied with every requirement of the Bidding Documents, (ii) his Bid Submission is premised upon performing and furnishing the Work required by the Bidding Documents without exception, and (iii) the Bidding Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

0.08 GUARANTEE TO ACCOMPANY BID: FORM AND AMOUNT

No Proposal will be considered unless it is accompanied by a Guarantee payable to Passaic Valley Water Commission, that if this Contract is awarded to the Bidder, said Bidder shall enter into a Contract therefore and shall furnish a Performance Bond as required by the Bidding Documents and any other security that may be required.

The Guarantee shall be in the amount of 10% of the total amount bid, but not in excess of \$20,000.00 except as otherwise provided by law; and said Guarantee may be given, at the option of the bidder, by Certified Check, Cashier's Check, or said Guarantee may take the form of a Bid Bond executed by the Bidder together with a Qualified Surety Company, as that term is defined herein.

In the event that any law or regulation of the United States imposes any condition upon the awarding of a grant to Commission, which condition requires the depositing of a Guarantee in an amount other than 10% of the bid or in excess of \$20,000.00, the provisions of this section shall not apply and the requirements of the law or regulation of the United States shall govern.

The provisions of N.J.S.A. § 40A:11-21, as amended, are made part of this section by reference thereto.

0.09 SURETY COMPANY: CERTIFICATE

Each bidder shall submit a certificate from a Qualified Surety Company, stating that it will provide the bidder, if successful, with a Performance Bond for the sum required in the Bidding Documents, but in no case for less than the full amount of the Contract Price, and with any other bonds that may be required by the Bidding Documents including but not limited to a payment bond (if any) and maintenance bond (if any). The Commission reserves the right to reject any certificate submitted from the "individual surety" in lieu of a Qualified Surety Company, to the fullest extent permitted by law, including but not limited to N.J.S.A. § 40A:11-22 as amended.

0.10 PERFORMANCE BOND PROVISION

The Contractor shall deliver to Passaic Valley Water Commission a performance bond, in the form provided for in these Bidding Documents, executed by the Contractor and a Qualified Surety Company, in an amount equal to the total price of the Contract as security for the faithful performance of the Contract. The Contractor may not submit any form of performance bond that deviates in any way from the form of performance bond provided with these Bidding Documents without the Commission's expressed, written

approval, which approval is subject to the Commission's sole discretion and can be withheld for any reason whatsoever, with no reason required to be given.

To the fullest extent permitted by law, the Commission reserves the right to reject any performance bond that is not issued by a Qualified Surety Company. Furthermore, to the fullest extent permitted by law, the Commission reserves the right to reject any performance bond that is issued by a Qualified Surety Company: (a) with which the Commission is in litigation or against which the Commission is actively pursuing substantial claims; (b) with which the Commission has had a prior negative experience; or (c) for any other just and reasonable cause.

In the event that the Commission elects to extend the Contract under the provisions stipulated elsewhere herein, the Contractor shall be required to maintain and extend all Insurance and Performance Bonds (and any other Bonds required by the Contract Documents), and shall continue to provide Goods and Services under the extended Contract under the same terms and conditions indicated by the Contract Documents or which can be reasonably inferred therefrom.

In the event the Commission elects to extend the Contract Time, the Commission will provide written notification to the Contractor not less than 60 days prior to the date the Contract would otherwise end. Said notification will advise the Contractor of the duration of the extended time frame.

0.11 TIME FOR MAKING AWARD: DEPOSITS RETURNED

Passaic Valley Water Commission will award the Contract or reject all bids therefor within 30 days after they are received. All checks or bonds delivered with the Bid Submissions except the check or bond of the bidder to whom the Contract is awarded, shall be returned within three days thereafter, Sundays and Holidays excepted. The check or bond of the bidder to whom the Contract is awarded shall be retained until a Contract is executed and all bonds and other security required by the Bidding Documents are submitted.

If for any reason the Commission is unable to make an award within such 30 day period, it shall be lawful for Passaic Valley Water Commission and each of the three lowest responsible bidders to agree upon an extension, not exceeding an additional 30 days, for the making of the award, in which event Passaic Valley Water Commission will make the award or reject such bids on or before the end of such extended period. By the submission of a bid, each Bidder hereby agrees that should it be selected as one of the three lowest responsible bidders, it shall agree upon such 30 day extension and to holding its pricing and other offers firm during the extended period.

The Contract shall be signed by the bidder who is awarded the Contract ("Contractor") within the time limit set forth in the Bidding Documents, which shall not exceed 21 days, Sundays and holidays excepted, after the making of the award; provided, however, that all parties to the Contract may agree to extend the limit set forth in the Bidding Documents beyond the 21 day limit required in this subsection. The Contractor, upon written request to the contracting unit, is entitled to receive, within seven days of the request, an authorization to proceed pursuant to the terms of the Contract on the date set forth in the Contract for work to commence, or, if no date is set forth in the Contract, upon receipt of authorization. If for any reason the Contract is not awarded and the bidders have paid for or paid a fee for the Bidding Documents to the contracting unit, the payment or deposit shall immediately be returned to the bidders.

when the Bidding Documents are returned in reasonable condition within 90 days of notice that the Contract has not been awarded.

0.12 DISCLOSURE NOTICE

Every corporation and/or partnership submitting a bid, shall prior to submitting bid or accompanying bid, submit a statement setting forth the names and addresses of all stockholders in the corporation, or partners in the partnership, who own 10% or more of its stock, or any class, or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder is itself a corporation, or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until the names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established by this Notice, shall have been listed in accordance with P.L. 1977 Chapter 33, approved March 8, 1977.

If there are no stockholders or partners owning 10% or more of the company, the bidder must submit a statement, with the Bid Submission attesting to the fact.

0.13 NON-COLLUSION AFFIDAVIT

Each Bidder is required to submit with his Bid Submission an Affidavit stating that neither he nor his agents, nor any other party for him, has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in producing or attempting to procure the Contract herein referred to, and further agreeing that no such money or reward will be hereafter paid. This Affidavit is included in the Bidding Documents.

0.14 PREPARATION AND SUBMISSION OF PROPOSALS

Included and bound herewith is a complete set of the forms for the bidder's use in preparing the Bid Submission, which forms include the "Form of Proposal", Affidavit of Non-Collusion, and a variety of other forms that these Bidding Documents require bidders to fill out and submit (most if not all such forms should be paginated with the prefix "P-" and "FP-").

With the paper distribution of the bid documents, the bound copy of these forms is for the bidder's reference only and need not be detached from the binding. Instead, for the bidder's use and convenience, the Commission provides a separately fastened set of said forms within the cover of the bound volume of the Bidding Documents. If the bidder has not received additional copy of the aforementioned forms, the bidder should notify the Commission as soon as possible.

For the electronic distribution of the bid documents, the bidder must print the "P" and "FP" pages from within the complete PDF document.

The Bidder is requested not to return the "Information and Instructions for Bidders" section, Specification pages, nor the sample Contract pages, General Conditions or Supplementary Conditions (if any).

The Bidder's Form of Proposal must be properly signed in ink and all blanks filled in with type or printed. All amounts shall be written out in full as well as stated in figures. If a discrepancy occurs, the written amounts shall govern. Each Bidder shall tabulate all the information pertaining to his equipment and materials that is requested. These tabulations form a part of the Bidder's Bid Submission and failure to furnish this tabulated information may be taken as sufficient grounds for the rejection of the bid. Erasures, alterations or other changes in the bid must be explained or noted over the signature of the Bidder.

The firm, corporation, or individual name of the bidder must be signed in the space provided for the signatures on the proposal blanks. In the case of a corporation, the title of the officer signing must be stated, and such officer must be thereunto duly authorized. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of firm". In the case of an individual, use the term "doing business" or "sole owner". No Contract will be awarded to a Bidder who is a foreign corporation or is operating under a different name, unless he has complied with the proper registration under the laws of the State of New Jersey.

Should the Bidder be awarded a Contract by the Commission, the successful Bidder shall be expected to sign the form of Contract provided for in the Bidding Documents and abide by all terms and conditions of the Bidding Documents in performance of the Contract. The Bidding Documents shall be made part of the Contract and part of any surety bond(s) (bid, performance, payment, and/or maintenance) required pursuant to the Bidding Documents.

0.15 WITHDRAWALS OF BIDS

Bidders may withdraw a Bid Submission after it has been received by the Commission provided such request in writing is received by the Commission prior to the time of the bid opening. Negligence on the part of the bidder in preparing his bids confers no right of withdrawal or modification of his bid after such bid has been opened. No claims on account of mistakes or omissions in any bid will be considered.

0.16 CONSIDERATION OF PROPOSALS

Along with cost, the competency and responsibility of Bidders, their facilities, experience in similar work, and that of their proposed Subcontractors, will be considered in making awards.

Bids from parties not regularly and practically engaged as contractors for the scope and class of work bid upon, may be rejected at the discretion of the Commission.

No bid will be accepted from or a contract awarded to, any party, nor will any surety or bonding corporation be accepted as surety, who or which, is in default upon any contract or other obligation to the State, or to this Commission or any other municipality. Failure of any bidder to have completed a previous contract will be considered evidence of irresponsibility.

The prices bid for each line item shall represent the true cost of performing the associated Work. Within the parameters established by governing law, bids which appear unbalanced may be rejected at the discretion of the Commission.

Any or all proposals will be rejected if there is a reasonable ground for supposing that there is collusion among the bidders, and all participants in such collusion will receive no further recognition for this work.

Commission may conduct such investigations as Commission deems necessary to assist in the evaluation of any Bid to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Bidding Documents to Commission's satisfaction within the prescribed time.

0.17 BIDDERS RESPONSIBILITY

Each Bidder shall visit the project site and shall be responsible for having ascertained the conditions likely to be encountered and other pertinent conditions such as locations, accessibility, general character of the site, the character and extent of existing work within or adjacent to the site and any other work being performed thereon at the time of the submission of the Bid.

Each Bidder shall carefully examine the Bidding Documents and become informed of all local ordinances and requirements necessary to perform the work. It will be assumed that each bidder has satisfied himself as to the site conditions, goods and services to be provided, and other work to be performed; all as indicated, specified or required by the Bidding Documents or which can be reasonably inferred therefrom. No allowance or concession will be made for lack of such information on the part of the Bidder. Each Bidder by submitting a bid represents that he relies exclusively upon his own investigations and makes his bid with full knowledge of conditions, kinds, quality and quantity of work required.

The submission of a Bid will constitute an incontrovertible representation by Bidder that without exception its Bid Submission is premised on performing and furnishing all Work required by the Bidding Documents and applying the specific means, methods, techniques, sequences or procedures that may be shown or indicated or expressly required by the Contract Documents, that the Bidder has given the Commission written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Bidding Documents and that the written resolutions by Commission are acceptable to Bidder and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

At the time of the opening of bids, each Bidder will be presumed to have read and be thoroughly familiar with the Bidding Documents, including all Addenda. The failure of any Bidder to receive or examine any form, instrument, or document shall in no way relieve the Bidder from any obligation in respect to his Bid. No adjustment of Contract Time or Contract Price will be made based upon the Bidder's claim and lack of prior information.

0.18 QUESTIONS REGARDING BIDDING DOCUMENTS

Before submitting a Bid Submission, the Bidder shall bring to the attention of the Commission's Representative any questions or issues for clarification or interpretation including but not limited to: (i) any conflicting information between two or more portions of the Bidding Documents; (ii) any doubt that the Bidder may have as to the meaning, intent, or interpretation of any provision(s) found within the Bidding Documents; and/or (iii) any apparent ambiguity, inconsistency, error, discrepancy, or omission in the Bidding Documents. Any failure to bring such matters to the attention of the Commission as

provided for herein shall bar the successful bidder from later making a claim for additional compensation from the Commission based on an alleged conflicting provisions, ambiguities, inconsistencies, errors, discrepancies, or omissions in the Bidding Documents. Furthermore, if clarifications to the Bidding Documents are not requested before bidding as provided for herein, the Bidder shall be responsible to do such work, and furnish such materials as necessary to comply with whichever interpretation of the Bidding Documents that the Commission and/or Engineer, during construction, judges to be proper.

The Bidder must bring the matters referenced above to the attention of the Commission Representative by no later than 1:00 p.m., seven (7) calendar days before the bid opening date. The Commission will compile any questions or clarification for response to the bid document holders in a single response. The Commission is under no obligation to consider and/or respond to questions from bidders made thereafter.

Any responsive interpretation or instruction made by the Commission will be in the form of an addendum to the Bidding Documents or responsive clarification and will be furnished to all prospective Bidders via Memorandum. The Commission will not provide oral explanations or instructions, and Bidders are prohibited from relying upon alleged pre-bid oral explanations or instructions in connection with its Bid Submission.

The Commission and/or Engineer reserves the right to correct any errors or omissions in said Bidding Documents wherever such corrections are necessary for the proper fulfillment of the intention of the Bidding Documents.

0.19 COMPLIANCE WITH ALL LAWS

The Contractor shall keep himself informed and shall comply with all Federal, State and Local laws or ordinances, such as may apply. Special attention is called to paragraphs under Public Liability and Property Damage Insurance, Workmen's Compensation Insurance, Social Security Act, Labor-Employment-Unemployment Wages, Hours and Assignment of Contract.

0.20 PAYMENTS

Payment to the Contractor will be made as provided for in the Bidding Documents. Special attention is called to General Conditions, Article 4, and Division 1 and/or other Sections of the Technical Specifications.

0.21 PROVISIONS FOR CONTRACT EXTENSIONS

In accordance with the provisions of N.J.S.A. 40:A11-1 et. seq., P.L. 1999, c.440, the Commission reserves the right to allow the Contract to expire at the end of the Contract Time stipulated in the Contract or, by mutual consent between the Commission and the Contractor, the Commission reserves the right to extend the Contract Time.

The Contractor shall be required to maintain and extend all Insurance and any surety bond(s) (performance, payment, and/or maintenance) required pursuant to the Bidding Documents, and shall continue to provide Goods and Services under the extended Contract under the same terms and conditions indicated by the Bidding Documents or which can be reasonably inferred therefrom.

In the event that the Commission has commenced re-bidding prior to the Contract expiration or when award of a contract is pending at the time that this Contract expires, by mutual consent between the Commission and the Contractor, this Contract can be extended for the duration of the interim period until the subsequent contract has been awarded and able to satisfy the Commission's requirements.

0.22 START OF WORK AND TIME OF COMPLETION

The execution of the Contract by the Commission constitutes the notice to commence Work within 30 days, or if a Notice to Proceed is given, on the date indicated in the Notice to Proceed. Time is an essential consideration of the Contract. Work shall progress with a proper and sufficient force of workman and amply supply of materials (to the satisfaction of the Commission and/or Engineer) to ensure full conformance with the requirements of the Contract Documents for the duration of the Contract.

0.23 FINAL COMPLETION OF CONTRACT DEFINED

Final Completion is the point at which all provisions of the Contract, including any and all "punch list" items are complete and accepted by the Commission. The date of final completion shall be the date the final certificate for payment is approved by the Commission.

0.24 LIQUIDATED DAMAGES

Liquidated Damages are not applicable under this Contract with respect to the Contractor failing to abide by the schedule, unless Liquidated damages are specifically stipulated in the Contract. In addition to the Contractor being subject to Liquidated Damages, if any, stipulated in the Contract, failing to abide by the schedule may result in a termination of the Contract for cause and a claim against the performance bond required by the Bidding Documents.

0.25 EXTENSION OF TIME NOT A WAIVER

Any extension of time beyond the date fixed for completion, or acceptance of any part of the work called for by the Contract, shall not be deemed a waiver by the Commission of its right to annul or terminate the Contract for abandonment or delay in the manner provided for by the terms of the Contract, and shall not relieve the Contractor from full responsibility to perform.

0.26 TAXES

The Commission is exempt from payment of Federal Excise Tax and New Jersey Sales Tax and no such tax need be included in this Bid. All taxes other than those mentioned herein shall be paid by the Contractor. The Contractor shall contact Passaic Valley Water Commission to obtain all Information on tax exemption for the Commission.

0.27 MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
(N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27) - GOODS, PROFESSIONAL
SERVICES AND GENERAL SERVICE CONTRACTS

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

- a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation and 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 the provisions of this nondiscrimination clause.
- b. The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- c. The contractor or subcontractor, where applicable, will send to each labor union or representative or 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 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.
- d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.
- e. The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.
- f. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, 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.

g. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal 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.

h. In conforming with the applicable 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, 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.

i. 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

j. The contractor and its subcontractor 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 at N.J.A.C. 17:27.

0.28 MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
(N.J.S.A. 10:5-31 et seq., 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, 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, 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 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 woman workers in each construction trade consistent with the applicable 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 to 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 procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the 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 that 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) 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.

(ii) The name of any interested woman or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in paragraph (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.

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a women is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or

subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the 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) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

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

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of 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 at N.J.A.C. 17:27.

0.29 ANTI-DISCRIMINATION PROVISION

"The Contractor shall comply with Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000d-2000d-4) and shall be in compliance with 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."

0.30 DEBARRED, SUSPENDED AND DISQUALIFIED BIDDER PROVISION

The Contractor shall submit with his Bid Submission a sworn statement, in the form set forth in these Bidding Documents, signed by an authorized officer or partner of the Contractor, indicating whether or not the Contractor is, at the time of the bid, included on the State Treasurer's List of Debarred, Suspended, or Disqualified Bidders. The Contractor will immediately notify the Commission whenever it appears that a Contractor is on the State Treasurer's List.

0.31 PATENTS

The Contractor shall pay all royalties and license fees for the use of any patented invention, method arrangement, article process or appliance in connection with this Contract. He agrees to indemnify and save harmless Commission, its agents, servants and employees from any and all suits or actions, at law or in equity, which may hereafter be brought against them or either or any of them for or on account of the infringement or alleged infringement of any patent rights upon or pertaining to any part of the work or materials used in connection with this Contract.

0.32 BUSINESS REGISTRATION CERTIFICATE AND CONTRACTOR REGISTRATION

Each bidder shall include with the Bid Submission a copy of the bidder's Business Registration Certificate in accordance with the requirements of N.J.S.A. § 52:32-44. The certificate can be obtained from the New Jersey Division of Revenue by phone at 609-292-1730 or on the internet at www.nj.gov/treasury/revenue/taxreg.htm.

The successful bidder for each public works contract and each listed subcontractor shall be registered in accordance with the requirements of the Public Works Contractor Registration Act (N.J.S.A. § 34:11-56.48 et seq.). The successful bidder and each listed subcontractor shall possess a certificate at the time the bid proposal is submitted and shall submit the certificate(s) prior to the award of the Contract.

0.33 PREVAILING MINIMUM WAGE RATES AND REQUIREMENTS

The successful bidder for each public works contract shall be required to comply with the prevailing local minimum wage rates as determined by the New Jersey Department of Labor which are available on the internet at <https://www.nj.gov/labor/wagehour/wagerate/CurrentWageRates.html>. Specifically, the successful bidder must comply with applicable sections of the New Jersey Prevailing Wage Act (N.J.S.A. § 34:11-56.25 et. seq.).

The public works employers shall submit to the public body or lessor which contracted for the public works project a certified payroll record on each public works project. Such record shall be submitted each payroll period within 10 days of the payment of wages on an approved New Jersey Division of Labor payroll form (N.J.A.C. § 12:60-6.1 (c) li).

0.34 INSURANCE

By submitted a Bid Submission to the Commission in response hereto, the Bidder agrees and certifies that they will provide all of the insurance policies, and fulfill all requirements relating to insurance coverages, including endorsements requested, and they will fully adhere to the indemnification provisions in the Bidding Documents, if awarded the Contract.

0.35 RESERVATION OF RIGHTS

Within the parameters established by governing law, the Commission reserves the right in its sole discretion to reject any and all bids for lawful cause; to waive any minor defects or informalities in bids received and/or to award the Contract to the lowest responsible bidder.

END OF INFORMATION AND INSTRUCTIONS FOR BIDDERS

FORM OF PROPOSAL

**CONTRACT 20-B-46
CHAIN LINK FENCE MAINTENANCE AND INSTALLATION**

To the Board of Commissioners
of Passaic Valley Water Commission

Made by _____

Address _____

Contact Person _____ Telephone Number _____

Facsimile Number _____ E-Mail Address _____

The undersigned as bidder, declares that the only persons or parties interested in this Proposal as principals are named below; or corporation and is in all respects fair and without collusion or fraud; the bidder has carefully examined the Bidding Documents including the form of Contract, the Specifications which are a part thereof, the Information and Instructions for Bidders hereto attached, and that the bidder proposes and agrees that if this proposal is accepted, the bidder will contract with Passaic Valley Water Commission in the form of Contract hereto annexed to perform all necessary work and furnish all of the materials as called for under the Contract in the manner therein specified and according to the requirements as therein set forth, and that the bidder will accept in full payment therefore the sum or sums of money as herein quoted:

Bidder shall refer to Section 012050 of the Technical Specifications for a detailed description of the work associated with each line item.

ALL ITEMS WILL BE PROVIDED ON AN AS-ORDERED BASIS. THE COMMISSION DOES NOT GUARANTEE THAT ANY OR ALL OF THE LINE ITEMS WILL BE REQUIRED.

<u>Item No.</u>	<u>Description and Unit Price</u>	<u>Stipulated Quantity</u>	<u>Computed Totals⁽¹⁾</u>
1.	For Mobilization, at the unit price of:		
	_____ Dollars		
	and _____ Cents		
	(\$_____) per each location	40 each	\$_____
2.	For Repair of Holes in Existing Fence, at the unit price of:		
	A. 6-Foot High Fence		
	_____ Dollars		
	and _____ Cents		
	(\$_____) per Linear Foot	100 Linear Feet	\$_____
	B. 7-Foot High Fence		
	_____ Dollars		
	and _____ Cents		
	(\$_____) per Linear Foot	300 Linear Feet	\$_____
	C. 8-Foot High Fence		
	_____ Dollars		
	and _____ Cents		
	(\$_____) per Linear Foot	300 Linear Feet	\$_____

<u>Item No.</u>	<u>Description and Unit Price</u>	<u>Stipulated Quantity</u>	<u>Computed Totals⁽¹⁾</u>
3.	For Tension Wire, Any Finish, at the unit price of:		
	_____ Dollars		
	and _____ Cents		
	(\$_____) per Linear Foot	800 Linear Feet	\$_____
4.	For Barbed Wire, Any Finish, at the unit price of:		
	_____ Dollars		
	and _____ Cents		
	(\$_____) per Linear Foot	800 Linear Feet	\$_____
5.	For Barbed Wire Supports, Any Finish, at the unit price of:		
	_____ Dollars		
	and _____ Cents		
	(\$_____) per Each	20 Each	\$_____
6.	For Horizontal Rails, Any Diameter or Finish, at the unit price of:		
	_____ Dollars		
	and _____ Cents		
	(\$_____) per Linear Foot	800 Linear Feet	\$_____

<u>Item No.</u>	<u>Description and Unit Price</u>	<u>Stipulated Quantity</u>	<u>Computed Totals⁽¹⁾</u>
7.	For Resetting Posts, Any Size, at the unit price of:		
	_____ Dollars		
	and _____ Cents		
	(\$_____) per Post	40 Posts	\$_____
8.	For Furnishing and Installing Terminal and Corner Posts, 3-Inch Diameter and Greater, at the unit price of:		
	A. 6-Foot High Post		
	_____ Dollars		
	and _____ Cents		
	(\$_____) per Post	100 Posts	\$_____
	B. 7-Foot High Post		
	_____ Dollars		
	and _____ Cents		
	(\$_____) per Post	40 Posts	\$_____
	C. 8-Foot High Post		
	_____ Dollars		
	and _____ Cents		
	(\$_____) per Post	40 Posts	\$_____

<u>Item No.</u>	<u>Description and Unit Price</u>	<u>Stipulated Quantity</u>	<u>Computed Totals⁽¹⁾</u>
9.	For Furnishing and Installing Chain Link Fence, 2-Inch Mesh, at the unit price of:		
	A. 6-Foot High Fence		
	_____ Dollars		
	and _____ Cents		
	(\$_____) per Linear Foot	450 Linear Feet	\$_____
	B. 7-Foot High Fence		
	_____ Dollars		
	and _____ Cents		
	(\$_____) per Linear Foot	400 Linear Feet	\$_____
	C. 8-Foot High Fence		
	_____ Dollars		
	and _____ Cents		
	(\$_____) per Linear Foot	400 Linear Feet	\$_____
10.	For Furnishing and Installing Chain Link Fence, 1-Inch Mesh, at the unit price of:		
	A. 6-Foot High Fence		
	_____ Dollars		
	and _____ Cents		
	(\$_____) per Linear Foot	200 Linear Feet	\$_____

<u>Item No.</u>	<u>Description and Unit Price</u>	<u>Stipulated Quantity</u>	<u>Computed Totals⁽¹⁾</u>
	B. 7-Foot High Fence		
	_____ Dollars		
	and _____ Cents		
	(\$_____) per Linear Foot	500 Linear Feet	\$_____
	C. 8-Foot High Fence		
	_____ Dollars		
	and _____ Cents		
	(\$_____) per Linear Foot	600 Linear Feet	\$_____
11.	For Furnishing and Installing Chain Link Fence Gates, at the unit price of:		
	A. 30 Feet Wide, 6-Foot High Cantilevered Gate		
	_____ Dollars		
	and _____ Cents		
	(\$_____) per Each Gate	1 Each	\$_____
	B. 10 Feet Wide, 6-Foot High Cantilevered Gate		
	_____ Dollars		
	and _____ Cents		
	(\$_____) per Each Gate	1 Each	\$_____

<u>Item No.</u>	<u>Description and Unit Price</u>	<u>Stipulated Quantity</u>	<u>Computed Totals⁽¹⁾</u>
12.	Allowance for Additional Work, as ordered by the Owner, an amount up to:		
	<u>Thirty Eight Thousand</u> Dollars		
	and <u>Zero</u> Cents	Contract Allowance	\$ 38,000.00

TOTAL BID PRICE⁽²⁾⁽³⁾ (In Words and Figures):

_____ Dollars

and _____ Cents (\$ _____)

NOTES:

- (1) For each Lump Sum Price Bid Item, the Computed Total is the Lump Sum Price Bid for that Bid Item. For each Unit Price Bid Item, the Computed Total is the result obtained by taking the appropriate Unit Price bid and multiplying it by the Stipulated Quantity for that Bid Item. For the Allowance Item, the Computed Total shall be the amount stipulated for that Allowance Item.
- (2) The Total Bid Price is the sum of the Computed Totals obtained as described in (1) above and is used by the Commission for convenience in comparing bids. All prices shall be all inclusive. No separate payment will be made for overhead, profit, or for any other add-on cost. The Commission will evaluate each bid on the basis of the Total Bid Price and on other qualitative and quantitative factors as described in the Contract Documents. The Bidder's bid prices for the various Lump Sum and Unit Price Bid Items shall reflect an appropriate distribution of costs that reasonably reflect the Work contemplated under the appropriate Bid Items.
- (3) Within the parameters established by the governing law, the Commission reserves the right to reject any and all bids or to waive any minor informalities or irregularities in the Proposal received and to award the contract to the lowest responsible bidder. In the event a Bidder submits bid pricing that, in the sole opinion of the Commission, appears to be significantly unbalanced or does not appear to reasonably reflect the required scope of Work for a particular Bid Item, or Bid Items, the Commission may consider the Bidder's Bid as not being responsible, or responsive, and within the parameters established by the governing law, may result in rejection of the Bidder's Bid.
- (4) By submitting its Bid, the Bidder represents the following:

Bidder is familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, and performance of the Services.

Bidder is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and performance of the Services.

Bidder is aware of the general nature of services to be performed by Owner and others at the site that relates to the Services as indicated in the Contract Documents.

Bidder agrees that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Services for which this Bid is submitted.

- (5) For any and all Contract extension(s) ordered in writing by the Commission, the Unit Quantities stipulated in the Form of Proposal shall be increased in proportion to the extended period of the Contract compared to the Contract Time prior to any such Contract extensions. In addition, any change to Unit Prices bid, Lump Sum Prices bid, as part of an extension shall be based on the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the Index Rate for the 12 months preceding the most recent quarterly calculation at the time that the Contract is renewed. For the purposes of this Contract, the Index Rate shall be deemed to mean the rate of annual percent increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis. In the event that the Commission has commenced re-bidding prior to the Contract expiration or when award of a contract is pending at the time that this Contract expires, by mutual consent between the Commission and the Contractor, this Contract can be extended for the duration of the interim period until the subsequent contract has been awarded and able to satisfy the Commission's requirements.

Refer to the Technical Specifications for other technical data and/or information that the Commission requires the Bidder to include with its Bid Submission. Bidder is advised that failure to submit said technical data and/or other information may disqualify his bid at the sole discretion of the Commission.

This Bid is accompanied by a guarantee in the form of (check and fill in the one that applies):

☐ Bid Bond

Name of Surety: _____

Amount of Bond: \$ _____

- or -

☐ Certified or Bank Check issued as follows:

Name of Bank: _____

Amount of Check: _____

Date of Check: _____

Made Payable to: _____

The undersigned Bidder hereby agrees that, if his/her/its Bid Submission shall be accepted by the Commission and said Bidder fails to execute and deliver the Contract and the Performance Bond in accordance with the terms of the Bidding Documents, then the Bidder shall be in breach and the Bidder's Bid Submission shall be deemed abandoned, and thereupon the guarantee shall be payable to and retained by the Commission as liquidated damages, otherwise the guarantee shall be returned to the undersigned.

*Name of Bidder (Typed) _____

Signature of Person Signing _____

Name and Title of Person Signing (Typed) _____

Address of Bidder (Typed) _____

WITNESS:

Signature

Typed Name _____

DATE: _____ 20 ____

*** Indicate whether bidder is corporation, partnership or individual. If bidder is a corporation, indicated State of Incorporation and attach Corporate Resolution authorizing bid submission and execution by person signing.

Corporation, State of Incorporation

Partnership

Individual

BIDDER'S PROPOSED SUBCONTRACTORS

WORK CATEGORY

NAMES AND ADDRESSES

General Construction Work:

Structural Steel and
Ornamental Iron Work:

Plumbing Work:

Heating and Ventilating Work:

Electrical Work:

NOTES: Submission of the names and addresses of the Subcontractors required by N.J.S.A. § 40A:11-16 is essential and non-waivable. Failure to comply with the statutory requirements will result in the bid being deemed non-responsive. The Contractor shall specifically identify each of his Subcontractors who will perform: General Construction Work; Structural Steel and Ornamental Iron Work; Plumbing Work; Heating and Ventilating Work; and Electrical Work. If Subcontractor will not be utilized for some or all of the work categories stipulated above, the Bidder shall indicate next to the appropriate work category: "None Required".

CONSENT OF SURETY

(This Consent of Surety is Part of the Bid Submission)

KNOW ALL MEN BY THESE PRESENTS, that_____

a corporation of the State of_____having its principal office at_____

being a surety company **qualified to do business in the State of New Jersey**; in consideration of the premises and of other good and valuable consideration, the receipt whereof is hereby acknowledged does consent and agree, that if the Contract for which the preceding Bid or Proposal is made be awarded to the person or persons making the same, it will upon the award of such Contract, become surety first, for the full and faithful performance of said work, and secondly, for the protection of all persons performing or furnishing labor or materials for the performance of said Contract in the form that satisfies both the requirements of Chapter 2A:44-143 et seq. R.S. 1937 and amendments thereof and supplements thereto as well as any additional requirement of the Commission; the Performance Bond and the labor and material obligations to be in the amount equal to 100 percent of the Contract Price, and to be conditioned so as to indemnify the Commission against loss due to the failure of the Contractor to meet the stipulations of said bond, and if the said person or persons shall omit or refuse to execute such Contract and give the proper security within ten (10) days after written notice that the same is ready for execution, if so awarded, and if the sum, which the Commission may be obliged to pay to the person or persons by whom the Contract shall be finally executed, exceeds the sum to which the person or persons making this Bid would be entitled, then the said Surety Company will pay, without proof of notice or demand, to the Commission the amount of any such excess, without credit for any proposal, guaranty or deposit payment which the Bidder may have furnished, the sums in each case to be calculated upon the estimated quantities of work, labor and materials by which the Bids are tested.

IN WITNESS WHEREOF, the undersigned corporation has caused this agreement to be signed by its _____ and its corporate seal to be hereto affixed and duly attested by its

Secretary, this____day of _____20____

Name of Company

ATTEST: _____

Duly authorized Officer

Secretary

NOTICE; The above agreement must be executed under the corporate seal of the Surety Company, attested by its Secretary, and signed by its President or proper officer, in the manner prescribed by the Laws of New Jersey. The Surety Company's own form may be accepted if in compliance with this form. **However, any substantive deviation from the language of this form could be deemed a material defect in the bid. Therefore, it is strongly recommended that you use this form without modification.**

STATEMENT OF OWNERSHIP
(OWNERSHIP DISCLOSURE CERTIFICATION)

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

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

Name of Business: _____

Address of Business: _____

Name of person completing this form: _____

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

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

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

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

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

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

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

Part I

Check the box that represents the type of business organization:

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

Part II

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

OR

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

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

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

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

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

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

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

OR

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

AND

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

Subscribed and sworn before

(Affiant)

me this _____ day of

_____, 20 ____

(Notary Public)

(Print name of affiant and title if applicable)

My Commission expires: _____

QUESTIONNAIRE FOR CONTRACT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

(Note: Attach Separate Sheets as Required)

- a. How many years has your organization been in business as a contractor providing goods and services similar to those required under this Contract? _____ .
- b. How many years has your organization been in business under its present name?
_____ .
- c. Do you plan to subcontract any part of this Contract? _____ if so, give details. _____

- d. List below the location, description, and dollar amount of project, and the name, address and telephone number of owner. Include the major projects of the same general nature as this Contract which your organization has completed in the past five years. Identify those projects that are specific to goods and services similar to those included under this Contract. Include systems provided by you that are similar in size, complexity, nature, topography, compared to that specified in the bidding documents and that are also located in the United States:
 - 1) Location _____
Description of Work _____

Dollar Amount _____
Name of Owner _____
Address _____
Telephone # _____

2) Location_____

Description of Work_____

Dollar Amount_____

Name of Owner_____

Address_____

Telephone #_____

3) Location_____

Description of Work_____

Dollar Amount_____

Name of Owner_____

Address_____

Telephone #_____

e. Dated at _____, this _____ day of _____, 20_____

(Print or Type Name of Bidder)

By _____

(Title)

(Seal, if corporation)

BIDDER'S CERTIFICATION
(In Lieu of Oath or Affidavit)

I: _____
(Name of Bidder)

By: _____
(Name of Person Signing Bid Submission)

do hereby certify that the statements made by me in the foregoing Proposal are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to prosecution for false swearing.

Date: _____

By: _____
(Signature of Person Signing Bid Submission)

CORPORATE RESOLUTION

BE IT RESOLVED that the _____ of this Corporation is hereby authorized and empowered to execute, acknowledge and deliver such documentation, instruments and papers and perform such acts as may be legally, properly and reasonably required or necessary for the purpose of submitting a bid to PASSAIC VALLEY WATER COMMISSION in accordance with bid specifications for CONTRACT NO. 20-B-46

I, SECRETARY of _____ a CORPORATION of the State of _____ hereby certify that the foregoing is a true copy of a Resolution as it appears in the records of the Corporation and as was duly and legally adopted at a meeting of the Board of Directors of the Corporation called for that purpose and held on _____, 20____, pursuant to and in accordance with the Certificate of Incorporation and by-laws thereof; that it has not been modified, amended or rescinded and is in full force and effect as of the date hereof.

DATED: _____ 20____

SECRETARY

ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BIDDING DOCUMENTS

Passaic Valley Water Commission

(Name of Local Contracting Unit)

CONTRACT 20-B-46

CHAIN LINK FENCE MAINTENANCE AND INSTALLATION

Pursuant to N.J.S.A. § 40A:11-23.1a., the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the Bidding Documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to note below the changes in the Bidding Documents and to incorporate same into a Bid Submission may be cause to reject the Bid Submission.

Local Unit Reference Number Or Title of Addendum/Revision	How Received (Mail, fax, pick-up, etc.)	Date Received

Acknowledgment by Bidder:

Name of Bidder: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____

BID DOCUMENT SUBMISSION CHECKLIST

Passaic Valley Water Commission
(Name of Local Contracting Unit)

CONTRACT 20-B-46 CHAIN LINK FENCE MAINTENANCE AND INSTALLATION

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

Required with Submission of Bid (Commission's Checkmarks with "X")		Initial Each Item Submitted with Bid (Bidder's Initial)
X	A bid guarantee as required by <u>N.J.S.A. 40A:11-21</u>	
X	A Consent of Surety as to a Performance Bond pursuant to <u>N.J.S.A. 40A:11-22</u>	
X	A statement of ownership, pursuant to <u>N.J.S.A. 52:25-24.2</u>	
X	A listing of subcontractors as required by <u>N.J.S.A. 40A:11-16</u>	
X	If applicable, bidder's acknowledgment of receipt of any notice(s) or revisions(s) or addenda to an advertisement, specifications or bid document(s)	
X	A Business registration Certificate as required by <u>N.J.S.A. 52:32-44 and Public Works Contractor Registration as required by N.J.S.A. 34:11-56.48 for both contractor and subcontractors.</u>	

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

Required with Submission of Bid (Commission's checkmarks with "X")	Initial Each Item Submitted with Bid (Bidder's initials)	Required with Submission of Bid (Commission's checkmarks with "X")	Initial Each Item Submitted with Bid (Bidder's initials)
X	Corporate Resolution	X	Bidder's Certification
X	Submission of a Non-Collusion Affidavit (this form must be Notarized)	X	Certification of Investment Activities in Iran
	Information to be Submitted with the Bid (as per the Technical Specifications)	X	State Treasurer's List of Debarred, Suspended and Disqualified Bidders
		X	Questionnaire for Contract (List of Recent Jobs performed by Bidder)

- C. **SIGNATURE:** The undersigned hereby acknowledges and has submitted the above listed requirements.

Name of Bidder: _____

By Authorized Representative: _____

Signature: _____

Print Name and Title: _____

Date: _____

NON-COLLUSION AFFIDAVIT

This Affidavit is to be filled out and executed by the Bidder; if the Bid is made by a corporation, then by its properly authorized agent.

STATE OF _____)
)SS:
COUNTY OF _____)

being first duly sworn, deposes and says that he is _____

(sole owner, a partner, president, secretary, etc.)

of _____

the party making the enclosed Proposal or Bid; and say further that

(Give name of all persons, firms or corporations interested in the Bid)

_____ is or

are the only or parties interested with the party making this Bid in the profits of any Contract which may result from the herein contained Bid Submission; that the said Bid is made without any connection or interest in the profits thereof with any other person making any bid or proposal for said Work; that no member of the Commission head of any department or bureau or employee therein or any official or officer of the Passaic Valley Water Commission, New Jersey, is directly or indirectly interested therein; that said Proposal or Bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the Bid Price of Affiant or any other bidder, or to fix any overhead, profit or cost element of said Bid Price, or of that of any other bidder, or to secure any advantage against the Commission, or any person interested in the proposed Contract; and that all statements contained in said Proposal or Bid are true; that such Bidder has not, directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data thereto any association or to any member or agent thereof; and further says that all the statements made by him in said Proposal or Bid are true.

(Name and Address of Bidder)

(Name and Title of Affiant)

Subscribed and sworn before me this _____ day of

_____ 20____

(Notary Public of)
My commission expires _____, 20____

**STATE TREASURER'S LIST OF DEBARRED, SUSPENDED
AND DISQUALIFIED BIDDERS**

**PASSAIC VALLEY WATER COMMISSION
CONTRACT 20-B-46
CHAIN LINK FENCE MAINTENANCE AND INSTALLATION**

The Contractor shall submit with his bid a sworn statement, as set forth herein signed by an officer or partner of the Contractor, indicating whether or not the Contractor is at the time of the bid, included on the State Treasurer's List of Debarred, Suspended, or Disqualified Bidders. The Contractor will immediately notify the Owner whenever it appears that a Contractor is on the State Treasurer's List. The Contractor may be debarred, suspended, or disqualified from contracting with the Commission if the Contractor commits any of the acts listed in N.J.A.C. 7:1D-2.2.

STATE OF NEW JERSEY
COUNTY OF _____

I, _____ of the City of _____

in the County of _____ and the State of _____ of full age, being

duly sworn according to law on my oath depose and say that: I am _____, an

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

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

The undersigned understands that the firm making the bid as a Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey and the Department of Environmental Protection if the Contractor, pursuant to N.J.A.C. 7:1D-2.2 commits any of the acts listed therein, and as determined according to applicable law and regulation.

(Insert Name and Address of Contractor)

(Insert Name and Title of Affiant)

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

Notary Public of _____ My commission expires _____, 20____

CERTIFICATION OF INVESTMENT ACTIVITIES IN IRAN

(N.J.S.A. § 40A:11-2.1)

The Undersigned authorized representative of the bidder/vendor, of full age, does solemnly swear under oath under penalty of perjury that:

1. The bidder/vendor submitting this Certification is not identified on the list created and maintained by the New Jersey Department of the Treasury, pursuant to N.J.S.A. § 52:32-57b, as a person or entity engaging in investment activities in Iran as described in N.J.S.A. § 52:32-56f.
2. None of the subsidiaries, parent companies or affiliates of the bidder/vendor, as defined by N.J.S.A. 52:32-56e, are identified on the list created and maintained by the New Jersey Department of the Treasury, pursuant to N.J.S.A. § 52:32-57b, as a person or entity engaging in investment activities in Iran as described in N.J.S.A. § 52:32-56f.
3. I understand that the aforementioned list is maintained by the Department of the Treasury, and is currently available for review at the following website address:

<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.
4. I understand that in the event the undersigned is unable to make the above certification because one of its subsidiaries, parent companies or affiliates has engaged in one or more of the activities specified in N.J.S.A. § 52:32-56f, the undersigned shall provide to this Contracting Unit, prior to the deadline for delivery of such certification, a detailed and precise description of such activities, such description to be provided under penalty of perjury.
5. I am authorized to execute this Certification on behalf of the bidder/vendor.

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

(Name and Address of Bidder/Vendor)

(Name and Title of Authorized Representative
Signing this Certification)

(Date of Certification)

C O N T R A C T
WITH
PASSAIC VALLEY WATER COMMISSION
FOR

CONTRACT 20-B-46
CHAIN LINK FENCE MAINTENANCE AND INSTALLATION

THIS AGREEMENT, made and entered into this ____ day of _____ in the year Two Thousand and _____ by and between Passaic Valley Water Commission, a public body, hereinafter designated as "Commission" and _____ with its' principal office at _____ in County of _____ and State of _____ hereinafter designated as "Contractor".

WITNESSETH: That the parties to these presents each in consideration of the undertakings, promises, and agreements on the part of the other herein contained, do hereby covenant, undertake, promise and agree, as set forth in the following pages:

ARTICLE I - Scope of the Work

The Contractor hereby agrees to furnish all of the tools, plant, equipment and labor necessary to perform all of the work described in the Technical Specifications, or which can be reasonably inferred therefrom, except such as may be hereinafter specifically excluded for the contract listed above; all in accordance with the requirements and provisions of the Contract Documents which include the following: (a) all of the "Bidding Documents" including but not limited to the Invitation to Bidders, Information and Instructions for Bidders, Form of Proposal, the form of Contract, the Supplementary Conditions (if any), General Conditions, Performance Bond (if any), One Year Maintenance Bond (if any), Technical Specifications, Drawings (if any), and Addenda, (b) this signed Contract, and (c) the Contractor's Bid Submission, including but not limited to its completed Form of Proposal and other forms.

ARTICLE II - Time of Completion and Contract Extension

- (a) The work to be completed under this Contract shall be commenced within thirty (30) days after the Effective Date of the Contract or as specified in the Notice to Proceed, whichever is earlier.
- (b) The period of the Contract shall be seven hundred thirty (730) consecutive calendar days commencing with the Effective Date of the Contract or as specified in the Notice to Proceed, whichever is earlier. All Work performed under this Contract shall be completed within the time periods provided for in the applicable provisions of the Contract Documents.
- (c) In accordance with the provisions of N.J.S.A. 40:A11-1 et. seq., P.L. 1999, c.440, the Commission reserves the right to allow the Contract to expire at the end of the Contract Time stipulated in the Contract: or to extend the Contract Time by two 1-year periods (or one 2-year period) or any combination thereof, for a total Contract duration of not more than 4 years, including extensions; all as may be mutually agreed to between the Contractor and the Commission.

- (d) The Contractor shall be required to maintain and extend all Insurance and any bonds required by the Contract Documents, and shall continue to provide Goods and Services under the extended Contract under the same terms and conditions indicated by the Contract Documents or which can be reasonably inferred therefrom.
- (e) In the event that the Commission has commenced re-bidding prior to the Contract expiration or when award of a contract is pending at the time that this Contract expires, by mutual consent between the Commission and the Contractor, this Contract can be extended for the duration of the interim period until the subsequent contract has been awarded and able to satisfy the Commission's requirements.
- (f) In the event the Commission elects to extend the Contract Time, the Commission will provide written notification to the Contractor not less than 60 days prior to the date the Contract would otherwise end. Said notification will advise the Contractor of the duration of the extended time frame.

ARTICLE III – Performance Bond

For Contracts requiring a Performance Bond, following award of the Contract, the Contractor shall attach hereto the required Performance Bond conforming to the requirements set forth in the Section of the Contract Documents entitled "Information and Instructions for Bidders".

ARTICLE IV - The Contract Sum

Based on the unit prices and lump sums set forth in the Contractor's Form of Proposal, the Contract Amount for the complete performance of this Contract is:

_____ Dollars and _____ Cents

(\$_____) (hereinafter "Contract Price").

ARTICLE V – No Waiver

Under no circumstances shall the failure by the Commission, or by any Engineer to whom it assigns the task of administering this Contract, to strictly enforce any undertaking or promise owed to the Commission by the Contractor be construed as a waiver of any kind of the Commission's rights (including but not limited to the right to enforce said undertaking or promise at a later date), unless that waiver is made expressly by the Commission and in writing, which writing shall be narrowly construed in any case. Waiver by the Commission of any breach of any covenant or duty of the Contractor under this Contract is not a waiver of a breach of any other covenant or duty of the Contractor, or of any subsequent breach of the same covenant or duty.

Payment by the Commission to the Contractor, even when the Commission is aware that the Contractor has failed to perform certain obligations owed to the Commission under the Contract or has performed work that is "deficient", shall not be deemed as a waiver of such failure to perform or of such deficiency.

Customs or practices that develop between the Parties in the course of administering this Contract are not to be construed to waive or lessen the right of the Commission to insist on the strict performance of the provisions of this Contract.

The various rights, remedies, options, and elections of the Commission shall be cumulative, and in addition to and not in substitution of the rights and remedies which would otherwise be vested in the Commission, all of which rights are remedies are fully reserved unless specifically waived. The failure of the Commission to exercise any of the remedies herein provided shall not preclude the resort to any other appropriate remedy. The use of specific remedies herein provided shall not prevent subsequent or concurrent resort to any other remedy which by law or equity would be vested in the Commission for recovery of damages or otherwise, in the event of default by the Contractor.

ARTICLE VI - Additional Provisions

Severability. If any of the provisions, or any portion of a provision, of this Contract are determined to be unenforceable or invalid (hereinafter referred to as "determination" in this provision), such determination shall be applied as narrowly as possible so as not to affect or impair the validity of the remainder of the provision and the other provisions of the Contract, which shall be considered severable, and shall remain in full force and effect. If as the result of the determination, the remaining provisions of the Contract cannot thereafter be applied and effective without material prejudice to the Commission, then the Parties shall negotiate in good faith for an equitable resolution. If, as a result of the determination, the Commission has lost a material benefit that it would have otherwise received, the parties will negotiate in good faith for a lawful remedy to restore as reasonably possible the benefit lost by the determination.

No Assignment. Contractor may not assign this Contract in whole or in part without the expressed, written consent of Commission.

Applicable Law & Venue. This Contract, including but not limited to questions relating to its legal effect, interpretation, construction, or breach by either Party, shall be governed by and interpreted in accordance with the laws of the State of New Jersey. Any legal action brought by either Party against the other arising under this Contract shall be venued exclusively in the Superior Court of New Jersey, Passaic County, unless a Party wishes to bring, and can satisfy the jurisdictional requirements for maintaining, an action in the United States District Court for the District of New Jersey ("DNJ"), in which case the federal action shall be venued exclusively in the Newark Vicinage of the DNJ. No action shall be brought in any other venue other than those permitted in this provision, notwithstanding any allegation as to where the cause of action arose or any other rules relating to venue to the contrary. Any alternative dispute resolution proceeding allowed or required by the Contract or by the law must be venued in Passaic County, New Jersey or in another location acceptable to Commission.

Special Limitation on Certain Remedies. Regarding any claim arising from a breach of Contract, any tort (including negligence), or otherwise, the Commission will not be liable to the Contractor for: (i) any special, consequential, incidental, indirect, or penal damages, including, but not limited to, loss of anticipated profit, loss of revenue, damage to goodwill, damage to other business assets, rental fees, storage fees, injury to economic advantage, loss of other business opportunities, loss of rental value for contractor-owned equipment, damages to associated equipment, cost of capital, or interest, or (ii) litigation expenses arising out of or in connection with the breach, including attorneys' fees, expert fees, and court

costs, except as provided by the Prompt Payment Act, N.J.S.A. § 2A:30A-1 to -2 or pursuant to mandatory fee-shifting provisions in the law governing the operations of the Commission.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year as first written above.

Passaic Valley Water Commission

President

Attest:

PVWC - Secretary

(Witness)

Date:

(Contractor)

Attest:

(Witness)

Date

PERFORMANCE BOND

**CONTRACT 20-B-46
CHAIN LINK FENCE MAINTENANCE AND INSTALLATION**

Date of Issuance of Bond: _____

Bond No.: _____

Penal Sum of Bond: \$_____ ("Contract Price")

OBLIGEE: Passaic Valley Water Commission

Agreement: (Contract Name and Title is set forth above)

CONTRACTOR/PRINCIPAL: _____

SURETY: _____

Address of SURETY: _____

In providing the following Performance Bond (hereinafter "Bond"), such Bond shall not contain any conditions to its issuance or any conditions to the obligations of the Surety issuing same, except as expressly provided in this form of Bond.

This Bond is being issued by the PRINCIPAL and the SURETY to the OBLIGEE in accordance with the Contract. For purposes of this Bond, the Contract includes all of the Bidding Documents which preceded the award of same, the PRINCIPAL's Bid Proposal and other submissions in connection therewith, as well as any changes made, or to be made, to any of the referenced documents on, before or after the full execution of this Bond, and the Contract executed between the PRINCIPAL and OBLIGEE (hereinafter collectively referred to as the "Contract"). The Contract is incorporated into this Bond as though set forth in full herein.

KNOW ALL BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above named OBLIGEE, in the just and full sum of the Total Contract Price ("Penal Sum"), and for the payment of the Penal Sum to the OBLIGEE, the said PRINCIPAL and SURETY bind themselves, their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

NOW THEREFORE, the condition of this obligation is such that, if the PRINCIPAL shall faithfully perform all the undertakings, covenants, terms, conditions, and obligations under the Contract, then this Bond shall be null and void, otherwise this Bond shall remain in full force and effect and the

PRINCIPAL and SURETY shall remain bound to the OBLIGEE in accordance with the terms of this Bond and the Contract.

Whenever the PRINCIPAL shall be, or is declared to be, in default under the Contract by the OBLIGEE, the SURETY shall promptly take action to either: (1) remedy the default, (2) take over, perform, and complete the PRINCIPAL's obligations under the Contract, or (3) make payment in the full amount of the Penal Sum to the OBLIGEE. For purposes of this provision, the time period that would constitute "promptly take action" shall be whatever is reasonable under the circumstances, but in no event shall the Surety exceed three (3) business days to begin good faith efforts to investigate the OBLIGEE's claim under the Bond, and thereafter, any remedial or completion work to be performed by the SURETY, either by itself, or by assisting the PRINCIPAL, or through completion contractors or consultants, shall be done promptly and as expeditiously as needed to support the then-existing demands placed upon the OBLIGEE.

If the OBLIGEE has terminated the services of the PRINCIPAL, the SURETY cannot use the PRINCIPAL in any capacity (*e.g.*, subcontractor, completing contractor, or consultant) or otherwise assist the PRINCIPAL with performing work pursuant to this Bond without the OBLIGEE's expressed written consent, which consent can be withheld for any reason whatsoever. The SURETY must ensure that any contractors or consultants that it wishes to use in connection herewith satisfy all qualifications, both contractual and legal, to perform any part of the Contract. The SURETY may arrange for the completion of the PRINCIPAL's obligations under the Contract by a contractor acceptable to the OBLIGEE.

No right or action shall accrue on this bond to or for the use of any person or corporation other than the OBLIGEE named herein or their heirs, executors, administrators, or successors of the OBLIGEE. Any proceeding, legal or equitable, under this Bond must be instituted before the expiration of two (2) years from the date that either: (a) the PRINCIPAL ceased performing all of the undertakings, covenants, terms, conditions, and obligations covered by this Bond; (b) the termination of the PRINCIPAL's services by the OBLIGEE; or (c) the date on which final payment to the PRINCIPAL came due, whichever of these events occurs last.

Neither the PRINCIPAL nor SURETY may revoke or otherwise limit the OBLIGEE's rights under this Bond without the OBLIGEE's expressed written consent. The SURETY promises to the OBLIGEE that the OBLIGEE may rely upon the stipulations and agreements contained in this Bond even in the event that the SURETY has waived, or otherwise not received compensation for, agreeing to issue this Bond.

The PRINCIPAL and the SURETY shall not be liable to the OBLIGEE in the aggregate in excess of the Penal Sum. Any payment made by the SURETY in good faith under this bond shall reduce the Penal Sum by a like amount.

The SURETY hereby stipulates and agrees that its obligations under this Bond shall in no way be affected, relieved, limited, waived, or diminished by reason of any change to the terms and conditions of the Contract occurring on, before or after this Bond is executed, including but not limited to: (i) changes which supplement, add to, or diminish in any way the PRINCIPAL's role, scope of work, or obligations to the OBLIGEE, (ii) changes which extend or reduce the time for performance including the term of the Contract, and/or (iii) changes which increase or decrease the PRINCIPAL's compensation. The SURETY

waives the common law rights of presentment, notice of dishonor, and the right to exhaustion of remedies against the PRINCIPAL.

The date on this Bond may pre-date the Contract without voiding this Bond. The PRINCIPAL may not assign any of its rights or duties under this Bond except to the SURETY. The SURETY shall not assign any of its rights or duties under this Bond, but may delegate the administration of the SURETY's duties subject to the OBLIGEE's consent.

The SURETY represents that it is licensed to engage in the business of issuing contract surety bonds in the State of New Jersey and that it meets the qualifications necessary to issue bonds pursuant to N.J.S.A. § 2A:44-143. All bonds executed by an agent of the SURETY shall be accompanied by a certified copy of the SURETY's grant of authority to act for the SURETY at the time of executing this Bond and the appropriate "Disclosure Statement and Certification" required by N.J.S.A. § 2A:44-143. The OBLIGEE shall have the right to reject any Bond that is not executed in strict conformance hereto.

As a precondition to expiration of this bond and notwithstanding any other terms or conditions hereof, the surety shall supply the Commission with sixty (60) days written notice that the bond will expire. Upon receipt of this written notice and from said date, the bond will remain in full force and effect until the end of the sixty (60) day period even if beyond the date set forth in this bond.

IN WITNESS WHEREOF, the PRINCIPAL and SURETY bounded together have executed this Performance Bond on this _____ day of _____, _____ and affixed their respective corporate seals hereto, and each of the undersigned signatories represents that he/she is duly authorized by the governing body or his/her Parties to sign for them.

**** Signatures on Next Page ****

WITNESSED IN THE PRESENCE OF:

PRINCIPAL

Signature of Witness

Signature of Person Signing for PRINCIPAL

Print Name of Witness

Title of Person Signing for PRINCIPAL

Dated: _____

[CORPORATE SEAL]

WITNESSED IN THE PRESENCE OF:

SURETY

Signature of Witness

Signature of Person Signing for SURETY

Print Name of Witness

Title of Person Signing for SURETY

Dated: _____

[CORPORATE SEAL]

**** Certification is on Following Page ****

Certification for Surety and/or Surety's Agent

I, _____, do hereby certify that I am the duly authorized attorney-in-fact for the SURETY identified in this Performance Bond to the Passaic Valley Water Commission; and that I have attached hereto a certified copy of the SURETY's grant of authority to permit me to execute and bind the SURETY to this Bond. I hereby grant the OBLIGEE the unconditional permission to contact the SURETY at any time hereafter should the OBLIGEE wish to verify the scope of my agency authority.

Attorney-in-Fact

State of _____ :
County of _____ : ss:
_____ :

I, the undersigned notary public in and for the above State and County, do hereby

CERTIFY that on _____, 20____,

_____ personally came before me and testified that he/she is the duly authorized attorney-in-fact for the Surety identified in this Performance Bond, and that he/she has acknowledged signing and delivering this instrument by his/her own free will and voluntary act as the duly authorized representative for the Surety named herein, for the uses and purposes described herein.

Notary Public

Commission Expiration Date:

Notice to the SURETY shall be by certified or registered and regular mail and sent to:

(Full Name of Surety)

(Address of Surety)

GENERAL CONDITIONS

**CONTRACT 20-B-46
CHAIN LINK FENCE MAINTENANCE AND INSTALLATION**

Passaic Valley Water Commission

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GENERAL CONDITIONS

ARTICLE 1-PRELIMINARY MATTERS

Selected Definitions:

1.1. Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Bidding Documents - The Invitation to Bid, the Advertisement for the Invitation to Bid, Information and Instructions for Bidders, the Form of Proposal, the form of Contract to be issued upon award, General Conditions, the Supplementary Conditions (if any), Specifications as defined herein, Drawings (if any), Appendices, any documents or specifications incorporated by reference in the aforementioned accompanying documents, and any Addenda to the Bidding Documents issued by the OWNER prior to receipt of Bids. Any reference herein to "Bidding Documents" can refer to one, more than one, or all of the individual documents comprising the Bidding Documents.

Contract. The written contract between OWNER and CONTRACTOR covering the Work to be performed together with all other Contract Documents as defined herein, all of which are incorporated and made a part of said Contract.

Contract Documents - Any and all of the following, individually or collectively as the case may be: (a) the Contract as defined herein, (b) all of the "Bidding Documents" as defined herein, (c) the CONTRACTOR's Bid Submission (including but not limited to its completed Bid and other representations), (d) any post-bid submissions tendered, or required from, the CONTRACTOR including the requisite Performance Bond, (e) the Notice to Proceed, and (f) any duly-authorized modifications or supplements to the Contract Documents made after award of the Contract. Any reference herein to "Contract Documents" can refer to one, more than one, or all of the individual documents comprising the Contract Documents. Shop Drawings and material submittals are not Contract Documents.

Contract Times - The total number of days provided under the Contract Documents for performance of the Work and any required Milestone dates.

CONTRACTOR - The person or entity with whom OWNER has entered into the Contract.

ENGINEER - the Director of Engineering, Passaic Valley Water Commission or his/her duly authorized representative.

OWNER - The Passaic Valley Water Commission, also known by the following abbreviations: "PVWC", "Commission", and "Water Commission". The Owner is also referred to as the "Contracting Unit".

Project - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

Delivery of Bonds:

1.2. When CONTRACTOR delivers the executed Contract to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with Article 2 below.

Commencement of Contract Times; Notice to Proceed:

1.3. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Contract.

Starting the Work:

1.4. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run, but no Work shall be done at the site prior to the date on which the Contract Times commence to run. Before commencing Work, CONTRACTOR shall exercise all due diligence to ensure that it has fulfilled all pre-requisites to being permitted to commence Work including but not limited to compliance with Article 2 below.

1.5. Before any Work at the site is started, CONTRACTOR shall deliver to OWNER copies to each additional insured identified in the General Conditions and/or Supplementary Conditions (if any), certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR is required to purchase and maintain in accordance with the Contract Documents.

ARTICLE 2-BONDS AND INSURANCE

Performance, Payment and Other Bonds:

2.1. CONTRACTOR shall furnish a Performance Bond in an amount equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. The Performance Bond shall be issued by a "Qualified Surety Company" as defined by the Bidding Documents.

2.1.1. If a Payment Bond is required by law and/or the Contract Documents, then the form of Payment Bond to be supplied by the CONTRACTOR pursuant hereto shall, at a minimum, contain no less than all of the rights and protections afforded to claimants under the law including but not limited to N.J.S.A. 2A:44-143, -147, and established, legal precedent from the Courts of New Jersey. If a maintenance bond is required, it shall be in the form as provided for by the

Contract Documents, or if no form is provided, then it shall be submitted to the OWNER for approval.

2.2. If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to be a "Qualified Surety Company" as that term is defined in the Contract Documents, CONTRACTOR shall within ten days thereafter substitute another set of Payment and Performance Bonds in a form acceptable to the OWNER as provided for herein, issued by a Qualified Surety Company. Failure to abide by this provision shall be a material breach of the Contract.

CONTRACTOR's Insurance:

2.3. Before commencing Work, CONTRACTOR shall purchase and maintain the following insurance coverages:

Insurance and Coverages	Forms and Minimum Policy Limits
Workers Compensation	As per applicable law
Employer's Liability	Minimum coverage limits of: (i) bodily injury by accident, \$1,000,000.00 each accident, (ii) bodily injury by disease, \$1,000,000.00 policy limit, and (iii) bodily injury by disease, \$1,000,000.00 for each employee.
Comprehensive General Liability Insurance including the following coverages: <ul style="list-style-type: none"> • Premises operation liability, • Products-Completed Operations, • Use of Independent Contractors and Subcontractors, • Broad Form Contractual, • Broad Form Property Damage, • Explosion, Collapse, and underground property damage • Personal liability • Products Liability 	The policy and each of its coverages shall be "occurrence form", with minimum coverage of \$1,000,000 per occurrence / \$2,000,000 in aggregate. CONTRACTOR is responsible for obtaining endorsements as needed to ensure each of the coverages required herein are obtained.
Comprehensive General Liability Insurance covering Fire Legal Liability	\$100,000 per occurrence / \$100,000 in the aggregate
Auto Insurance covering claims for bodily injury and property damage	\$1,000,000 Combined Single Limit
Excess Liability Insurance or Umbrella Liability Insurance	\$1,000,000 per occurrence & in aggregate on a 'following form' basis, including a drop-down provision, extending the policy limits of all of CONTRACTOR's primary liability coverages.
Contractor's Installation Floater	Full replacement value of materials to be installed under the Contract Documents, on a special form basis

2.4. *General Insurance Requirements.* All insurance policies that the CONTRACTOR is required to purchase and maintain shall:

2.4.1. name the OWNER as an additional insured,

2.4.2. be primary and without any right of contribution from the OWNER's insurance,

2.4.3. expressly cover contractually assumed liabilities consistent with the Indemnification provisions contained in the Contract Documents,

2.4.4. contain a provision or an endorsement that the insurer(s) waive any right of subrogation against the OWNER, and

2.4.5. contain an endorsement requiring the carrier to provide at least thirty (30) day prior written notice to the OWNER of any cancellation, intent not to renew, or material change in coverage.

2.5. *Other Insurance Requirements.* The CONTRACTOR shall abide by the following requirements related to the insurance policies and coverages that it must purchase and maintain pursuant to the Contract Documents:

2.5.1 remain in effect at least until final completion of the Contract and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work.

2.5.2 with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for the benefit of the OWNER and the other Additional Insureds for at least two years after final payment (and CONTRACTOR shall furnish OWNER evidence satisfactory to OWNER of same);

2.5.3 provide for reinstatement of full coverage after payment of any claim;

2.5.4 provide for either the elimination of the XCU (Explosion, Collapse, Underground) exclusion from the general liability policy or proof that XCU is covered;

2.5.5 include a provision or endorsement stating that OWNER's and CONTRACTOR's Protective Liability coverage is for the sole protection of the OWNER.

2.6. *Proof of Coverage.* The CONTRACTOR shall furnish to the OWNER copies of Certificates of Insurance evidencing the required insurance coverage within seven (7) days of the Award of the Contract. The Certificates of Insurance shall state the limits of liability and the expiration date for each policy, type of coverage, and clearly identify the OWNER as an additional insured. Renewal certificates shall be filed with the OWNER not less than 30 days before the expiration of each insurance policy that is required to remain in effect under the Contract and shall comply in all respects to the provisions of this Contract. The CONTRACTOR shall furnish to the OWNER an endorsement from the Carrier(s) proving that the OWNER is an additional insured on each policy as required herein.

2.7. *Insurance As Security.* No insurance required herein or furnished pursuant hereto shall be construed as relieving CONTRACTOR of any of its responsibilities, obligations, and liabilities under the Contract.

2.8. *Notice to Proceed.* The CONTRACTOR shall not commence Work under the Contract until he has obtained all insurance required under this Article and submitted proof of same to the

ARTICLE 3-CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

3.1. CONTRACTOR shall supervise, inspect and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

3.2. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications to the superintendent shall be as binding as if given to CONTRACTOR.

Labor, Materials and Equipment:

3.3. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except as otherwise required for the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER's written consent.

3.3.1. Legal holidays for purposes of this Contract are:

New Year's Day	Presidents' Day	Good Friday
Memorial Day	Independence Day	Labor Day
Columbus Day	Veterans Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day	

3.3.2. If, in the performance of the Work, the CONTRACTOR is required to work overtime due to: (i) an emergency, (ii) a requirement of other utility owners, (iii) a requirement of other regulatory agencies, (iv) a requirement of State, County or Municipal codes, laws, or ordinances, then the CONTRACTOR shall be entitled to submit a claim for payment to the

OWNER for the premium portion of the overtime for CONTRACTOR 'S Resident Project Representative or other CONTRACTOR personnel assigned to the Project.

3.4. Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, utilities, temporary facilities and all other incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work. CONTRACTOR shall keep track of the labor, materials, and equipment that it supplies to the Project, and shall not rely on ENGINEER or OWNER to assist CONTRACTOR with quantifying or measuring CONTRACTOR's progress on the Project.

3.5. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Contract Documents shall be expressly run to the benefit of OWNER. If required by OWNER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

Progress Schedule:

3.6. CONTRACTOR is expected to adhere to the Progress Schedule, Contract Times, and Milestones, as the case may be, established by the Contract Documents. The OWNER may elect from time to time during the term of the Contract to arrange for meetings with the CONTRACTOR to discuss the scope and/or performance of the Contract and the CONTRACTOR shall attend the meetings as and when scheduled.

3.7. *Substitutes and "Or-Equal" Items:*

3.7.1. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular manufacturer or Supplier, the specification or description is intended to establish the type, function and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be accepted by ENGINEER under the following circumstances:

3.7.1.1. *"Or-Equal"*: If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.

3.7.1.2. *Substitute Items*: If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under subparagraph 3.7.1.1, it will be considered a proposed substitute item. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of

material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. The procedure for review by the ENGINEER will include the following as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall first make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) including, but not limited to Contract price, to adapt the design to the proposed 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 will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute.

3.7.1.3. *CONTRACTOR's Expense:* All data to be provided by CONTRACTOR in support of any proposed "or-equal" or substitute item will be at CONTRACTOR's expense.

3.7.2. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 3.7.1.2.

3.7.3. *ENGINEER's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 3.7.1.2 and 3.7.2. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized without ENGINEER's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any "or-equal" or substitute. ENGINEER will record time required by ENGINEER and OWNER'S Consultants in evaluating substitutes proposed or submitted by CONTRACTOR pursuant to paragraphs 3.7.1.2 and 3.7.2 and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER accepts a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and OWNER'S Consultants for evaluating each such proposed substitute item. The OWNER, the

ENGINEER or the OWNER'S Consultants shall provide to the CONTRACTOR a written itemized breakdown of the manpower and costs associated with the evaluation of any "or-equal" or substitute item and the OWNER shall be reimbursed these costs via deduction from the CONTRACTOR's next Partial Payment following the notice of these incurred costs.

3.8. Concerning Subcontractors, Suppliers and Others:

3.8.1. CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including ones that were initially found acceptable, or not rejected, by the OWNER and/or ENGINEER), against whom OWNER or ENGINEER may have reasonable objection. Otherwise, all subcontractors, suppliers and others shall be selected and retained at the discretion of the CONTRACTOR who shall be responsible to the OWNER for their respective performances.

3.8.1.1. Prior to the CONTRACTOR allowing any Subcontractor to perform Work on the Project, the CONTRACTOR shall submit in writing, to the OWNER, the name, address, phone number, qualifications of all Subcontractors and a copy of their respective certificates of insurance on the form required by these Contract Documents (if one has been provided) or pursuant to the submittal process as described in the Specifications and herein. OWNER reserves the right to reject the proposed subcontractor and in such event shall provide CONTRACTOR with written notice of the rejection, which notice shall include the reason for the rejection. Upon receipt of such notice, CONTRACTOR shall cease or refrain from using the subcontractor.

3.9.1. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions.

3.9.2. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

Patent Fees and Royalties:

3.10. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents.

Permits:

3.11. Unless otherwise provided in any Supplementary Conditions or elsewhere in the Contract Documents, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or, if there are no

Bids, on the Effective Date of the Contract. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

3.12. Laws and Regulations:

3.12.1 . CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

3.12.2. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under this Contract.

Taxes:

3.13. CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

3.13.1. The OWNER is exempt from payment of Federal Excise Tax and New Jersey Sales Tax and no such tax need be included for material incorporated into this project. The CONTRACTOR shall prepare exemption certificates and present them to the OWNER for execution. All taxes other than those covered by the exemption shall be paid by the CONTRACTOR.

Use of Premises:

3.14. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3.15. During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. CONTRACTOR shall leave the site clean and ready for occupancy by OWNER at Substantial Completion of the Work and again at the final completion of the Work. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

3.16. CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Record Documents:

3.17. CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders and written interpretations and clarifications (issued under this Contract) in good order and annotated to show all changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings shall be made available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples and Shop Drawings will be delivered to ENGINEER for OWNER. CONTRACTOR shall also maintain a daily log or sign-in sheet of the persons/entities that performed any part of the Work on site on a given day (including anyone under the CONTRACTOR's chain of command such as subcontractors, sub-subcontractors, consultants, etc.) noting the type of work that they were performing and the time(s) they were present on site.

Safety and Protection:

3.18. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

3.18.1. all persons on the Work site or who may be affected by the Work;

3.18.2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

3.18.3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

3.18.4. CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 3.18.2 or 3.18.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR.

Safety Representative:

3.19. CONTRACTOR shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs. The CONTRACTOR shall notify OWNER in writing at or before the commencement of the Contract of the name, qualifications and experience of the designee. If the designee is changed during the Contract term, CONTRACTOR shall notify the OWNER of same in writing, providing the name, qualifications and experience of the new designee.

Hazard Communication Programs:

3.20. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with Laws or Regulations.

Emergencies:

3.21. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER or ENGINEER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued to document the consequences of such action.

3.22. Shop Drawings and Samples:

3.22.1. If required by the Contract Documents or requested in writing by the ENGINEER or OWNER, CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show ENGINEER the materials and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 3.24.

3.22.2. If required by the Contract Documents or requested in writing by the ENGINEER or OWNER, CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with said accepted schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 3.24. The numbers of each Sample to be submitted will be as specified in the Specifications.

3.23. Submittal Procedures:

3.23.1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

3.23.1.1. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto,

3.23.1.2. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work, and

3.23.1.3. all information relative to CONTRACTOR's sole responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

3.23.1.4. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

3.23.2. Each submittal will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3.23.3. At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

3.24. ENGINEER will review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals accepted by ENGINEER as required by the Contract Documents or at ENGINEER's reasonable request. ENGINEER's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER's review and approval will not extend to means, methods, techniques, sequences or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

3.25. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of submission as required by paragraph 3.23.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or

accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CON TRACTOR from responsibility for complying with the requirements of paragraph 3.23.1.

3.26. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submissions accepted by ENGINEER as required by the Contract Times or Progress Schedule, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

Continuing the Work:

3.27. CONTRACTOR shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as OWNER and CONTRACTOR may agree in writing.

3.28. *CONTRACTOR's General Warranty and Guarantee:*

3.28.1. CONTRACTOR warrants and guarantees to OWNER, ENGINEER and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

3.28.1.1. abuse, modification or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors or Suppliers; or

3.28.1.2. normal wear and tear under normal usage.

3.28.2. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

3.28.2.1. observations by ENGINEER;

3.28.2.2. recommendation of any progress or final payment by ENGINEER;

3.28.2.3. the issuance of a certificate of Substantial Completion or any payment by OWNER to CONTRACTOR under the Contract Documents;

3.28.2.4. use or occupancy of the Work or any part thereof by OWNER;

3.28.2.5. any acceptance by OWNER or any failure to do so;

3.28.2.6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER pursuant to Article 4;

3.28.2.7. any inspection, test or approval by others; or

3.28.2.8. any correction of defective Work by OWNER.

Indemnification:

3.29. To the fullest extent permitted by the Contract and by the Laws and Regulations, CONTRACTOR shall defend, indemnify and hold harmless OWNER and the North Jersey District Water Supply Commission and their respective Commissioners, Officers, Directors, employees, attorneys, consultants and agents, along with the ENGINEER, and the ENGINEER's Officers, Directors, employees, attorneys, consultants and agents (collectively "Indemnitees") from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or in connection with the Contract, the performance of the Work, the Work itself, or the completed operations, provided that any such claim, cost, loss or damage:

- a. is attributable to actual or alleged:
 - i. bodily injury, sickness, disease or death, or
 - ii. injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, or
 - iii. infringement of patent rights or copyrights, or
 - iv. property and land use claims, including but not limited to encroachment, interference, nuisance, and wrongful possession, or
 - v. municipal mechanic's liens,

and

- b. is, or was, actually or allegedly caused in whole or in part by any act or omission of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any the actual or alleged negligence or fault of any one or more of the Indemnitees.

3.29.1 The scope of the CONTRACTOR's obligation hereunder includes claims brought by employees or individual independent contractors of the CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable.

3.29.2. In any and all claims against the Indemnitees (as defined above) by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 3.29 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for

CONTRACTOR or any such Subcontractor, Supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

Survival of Obligations:

3.30. All representations, indemnification's, extended insurance coverage requirements, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Contract.

ARTICLE 4-PAYMENTS TO CONTRACTOR AND COMPLETION

Schedule of Values:

4.1. The schedule of values established pursuant to the Contract Documents will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

Application for Progress Payment:

4.2. At least twenty days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER's interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Contract. Any claims for extra work that are not the subject of a written, approved change order in accordance with the Contract shall not be included with any application for a progress payment.

CONTRACTOR's Warranty of Title:

4.3. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

Review of Applications for Progress Payment:

4.4. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing

to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to paragraph 4.7) become due and when due will be paid by OWNER to CONTRACTOR, except:

4.4.1. The OWNER requires placement of the Application for Payment, on its Commission Meeting agenda at least ten (10) calendar days prior to the Commission Meeting in order for the payment request to be considered for approval.

4.5. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's on-site observations of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

4.5.1. the Work has progressed to the point indicated,

4.5.2. the quality of the Work is generally in accordance with the Contract Documents, and

4.5.3. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work. However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4.6. ENGINEER's recommendation of any payment, including final payment, shall not mean that ENGINEER is responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of Work, or for any failure of CONTRACTOR to perform or furnish Work in accordance with the Contract Documents.

4.7. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 4.5. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

4.7.1. the Work is defective, or completed Work has been damaged requiring correction or replacement,

4.7.2. the Contract Price has been reduced by Written Amendment or Change Order,

4.7.3. OWNER has been required to correct defective Work or complete Work, or

4.7.4. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 5.1.

In addition, OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

4.7.5. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work,

4.7.6. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens,

4.7.7. there are other items entitling OWNER to a set-off or recoupment against the amount recommended, or

4.7.8. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 4.7.1 through 4.7.3 or of any of the events of default enumerated in paragraph 5.1; but OWNER shall give CONTRACTOR written notice (with a copy to ENGINEER) stating the reasons for such action and thereafter promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

Substantial Completion:

4.8. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that OWNER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within fourteen days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said fourteen days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance

and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

4.9. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

Partial Utilization:

4.10. Use by OWNER at OWNER's option of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents, or (ii) OWNER, ENGINEER and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the work subject to the following:

4.10.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraphs 4.8 and 4.9 will apply with respect to certification of Substantial Completion of that part of the Work and division of responsibility in respect thereof and access thereto.

Final Inspection:

4.11. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or *defective*. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

Final Application for Payment:

4.12. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance

required by the applicable paragraphs in Article 2, certificates of inspection, marked-up record documents (as provided in paragraph 3.17) and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required Article 2, (ii) consent of the surety, if any, to final payment, and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu of such releases or waivers of Liens and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and (ii) all payrolls, material and equipment bills and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

Final Payment and Acceptance:

4.13. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR whether the Work is acceptable. If not acceptable, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty days after the presentation to OWNER of the Application and accompanying documentation, in appropriate form and substance and with ENGINEER's recommendation and notice of acceptability, the amount recommended by ENGINEER will become due and will be paid by OWNER to CONTRACTOR.

4.14. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Contract, and if Bonds have been furnished as required in Article 2, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

Waiver of Claims:

4.15. The making and acceptance of final payment will constitute a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

ARTICLE 5-DEFAULT, TERMINATION, AND SUSPENSION

5.1 *Default.* The OWNER may declare the CONTRACTOR to be in default of the Contract as a result of any one or more of the following events:

- 5.1.a CONTRACTOR fails to perform the Work in accordance with the Contract Documents, including but not limited to,
 - 5.1.a.i failure to supply sufficient skilled workers or suitable materials or equipment;
 - 5.1.a.ii failure to adhere to the applicable Progress Schedule, Contract Times, and/or Milestones;
 - 5.1.a.iii failure to make payment to subcontractors, suppliers, and/or workmen;
 - 5.1.a.iv failure to adequately document the progress of its Work;
 - 5.1.a.v failure to adhere to the Specifications in the performance of the Work;
 - 5.1.a.vi failure to maintain its required insurance or failure to prevent a lapse in insurance coverage for any period of time;
 - 5.1.a.vii failure to take reasonable precautions to keep the work site safe for persons working in and around the site and for the general public; and
 - 5.1.a.viii failure to defend, hold harmless, and indemnify the OWNER as provided for in the Contract.
- 5.1.b CONTRACTOR fails to abide by applicable laws and regulations including but not limited to laws relating to public health and safety, permitting, environmental regulations, and labor regulations;
- 5.1.c. CONTRACTOR becomes insolvent, as evidenced by either:
 - 5.c.1.i The filing of a legal action including bankruptcy protection under any chapter of the federal bankruptcy code, an action for the benefit of creditors, receivership, liquidation, insolvency, reorganization, or similar proceeding instituted by or against the CONTRACTOR, which proceeding has not been dismissed within thirty (30) days;
 - 5.1.c.ii Any action or answer by the CONTRACTOR approving of, consenting to, or acquiescing in, any such proceeding as mentioned in the sub-paragraph above, or the failure of the CONTRACTOR to

defend against the relief sought in any such proceeding as mentioned in the sub-paragraph above; or

5.1.c.iii The CONTRACTOR ceases to pay its debts as they mature;

5.1.d The CONTRACTOR's services under the Contract are effectively terminated, or the OWNER is effectively prohibited from using the CONTRACTOR's services, as a result of any action, ordinance, decision, requirement, order, decree, or judgment of any governmental entity, public authority, or court.

5.1.e CONTRACTOR disregards the authority of the ENGINEER or of the OWNER;
or

5.1.f CONTRACTOR violates the provisions of the Contract in any substantial way.

5.2 *Termination for Cause.* In the event that the OWNER declares the CONTRACTOR in default of the Contract, the OWNER may, in its sole discretion, either: (i) provide CONTRACTOR with a period within which to either cure its default or have its services under the Contract terminated "for cause"; or (ii) notify the CONTRACTOR that its services on the Contract are terminated effective either immediately or on a specified date, without providing the CONTRACTOR with an opportunity or right to cure the default. If terminated for cause, the OWNER shall have, and may exercise, any one or more or all of the following rights:

5.2.a Exclude the CONTRACTOR from the Project site or from performing Work;

5.2.b Take possession of the CONTRACTOR's tools, equipment, fixtures, and materials, and use the same to the full extent that they could be used by the CONTRACTOR, without liability to the CONTRACTOR for trespass or conversion;

5.2.c Incorporate in the Work all materials and fixtures stored at the Project site or for which the OWNER has paid the CONTRACTOR but which are stored elsewhere; and/or

5.2.d Perform those parts of the CONTRACTOR's Work that may need to be performed in the interest of the general public, especially if not doing so either

5.2.d.i puts the general public potentially at risk of injury, or

5.2.d.ii could result in unmitigated financial harm.

5.3 *Other Consequences of Termination for Cause.* When terminated for cause, the CONTRACTOR shall not be entitled to receive any further payment until the Work reaches the point of Final Completion, or until the end of the Term or adjusted Term of the Contract, whichever is later. If the unpaid balance of the Contract Price exceeds all claims, costs, losses and damages sustained by the OWNER arising out of or resulting from completing the Work, such excess will be paid to the CONTRACTOR. However, if such claims, costs, losses and damages exceed such unpaid balance, the CONTRACTOR shall pay the difference to the OWNER. Where the CONTRACTOR is terminated for cause, the termination will not affect any rights or remedies

of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys otherwise due to the CONTRACTOR by the OWNER will not release the CONTRACTOR or its Surety from liability.

5.4 *Termination for Convenience.* Upon seven days' written notice to the CONTRACTOR, the OWNER may, without cause and without prejudice to any other right or remedy of the OWNER, elect to terminate the Contract. In such case, the CONTRACTOR shall be entitled to be paid (without duplication of any items) by the OWNER for the following:

- 5.4.a for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
- 5.4.b for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
- 5.4.c for reasonable claims or damages incurred in the settlement of terminated contracts with Subcontractors, Suppliers, and other Vendors, excluding any portion of such claims arising from, or damages sustained as a result of, the CONTRACTOR either paying, agreeing to pay, or being required to pay Subcontractors, Suppliers, and other Vendors for the types of claims or damages that the CONTRACTOR has waived against the OWNER; and
- 5.4.d for reasonable expenses directly attributable to termination.

5.5 *Consequences of Termination for Convenience.* The above remedies of the CONTRACTOR upon termination for convenience shall be the CONTRACTOR's exclusive remedies in connection with same. The CONTRACTOR waives any claims against the OWNER arising out of or in connection with the termination for convenience including but not limited to loss of anticipated profits, loss of revenue, loss of business value, damage to goodwill, damage to other business assets, economic loss arising out of or resulting from such termination, storage fees, rental fees, restocking fees, consequential damages, incidental damages, special or punitive damages, attorneys' fees, or litigation expenses, or claims of alleged bad faith use of "termination".

5.6 *Automatic Conversion to "Termination for Convenience".* If the OWNER terminates the CONTRACTOR for cause in accordance with this Article, but the OWNER is later found by a court, arbitrator, or other tribunal to have terminated the CONTRACTOR without the requisite "cause", the termination shall be automatically converted to, and deemed to have been, one "for convenience" and the CONTRACTOR's remedies shall be strictly limited to those provided for herein in the event of "termination for convenience", subject to off-sets due to claims upon which the OWNER has prevailed against the CONTRACTOR. The CONTRACTOR shall not be entitled to any other damages that could have been recovered but for the application of this automatic conversion.

5.7 *Suspension.* The OWNER may, without breaching the Contract, suspend the Work for a period of time as may be needed to allow the OWNER to: (i) protect the public from danger or risk of injury; or (ii) remedy unanticipated conditions or circumstances relating to the Project that

hinder, limit, change, or delay the Project or adversely affect the OWNER's interests in a material way, and for which the CONTRACTOR is not responsible to remedy or repair. The CONTRACTOR's remedies for suspension of the Project by the OWNER shall be as follows:

- 5.7.a The CONTRACTOR shall be entitled to submit a claim to the ENGINEER, for payment by the OWNER, setting forth its damages.
- 5.7.b The types of damages that the CONTRACTOR shall be entitled to assert shall be limited to those enumerated in § 104.03.09 entitled "Delay Damages" found in the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction (latest edition).
- 5.7.c The types of damages enumerated in the sub-paragraph above shall be the exclusive remedy of the CONTRACTOR in connection with the OWNER's suspension of the Work, whether such suspension is deemed to breach the Contract or not. The CONTRACTOR waives any claims against the OWNER arising out of or in connection with the suspension of the Work including but not limited to loss of anticipated profits, loss of revenue, loss of business value, damage to goodwill, damage to other business assets, cost of capital, cost of financing, consequential damages, incidental damages, special or punitive damages, attorneys' fees, or litigation expenses, and/or damages relating to suspension or termination of contracts or purchase orders entered into between the CONTRACTOR and its subcontractors, suppliers, or other vendors.

ARTICLE 6-MISCELLANEOUS

Giving Notice:

6.1. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

6.2. Computation of Times:

6.2.1. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

6.2.2. A calendar day of twenty-four hours measured from midnight to the next midnight will constitute a day.

Notice of Claim:

6.3. Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or

others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose or of the Tort Claims Act.

Cumulative Remedies:

6.4. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and all of the rights and remedies available to OWNER and ENGINEER thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

Professional Fees and Court Costs Included:

6.5 Wherever the phrase "claims, costs, losses and damages" is used in these General Conditions, it shall be construed to include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals and court costs.

Dispute Resolution.

6.6 In the event of a dispute that still remains unresolved after the Work is completed or after the CONTRACTOR's services are terminated, the Parties will abide by N.J.S.A. § 40A:11-50 and engage in alternative dispute resolution ("ADR") prior to filing an action in Court. The Parties will confer and agree upon the type (e.g., mediation, non-binding arbitration, or arbitration) and rules (e.g., AAA, JAMS, other, or neither) for ADR. However, as per the aforementioned statutory provision, "[n]othing in this section shall prevent the contracting unit from seeking injunctive or declaratory relief in court at any time." Furthermore, and to the fullest extent permitted by law, the OWNER shall have the right at any time to file a legal action in Court against the Surety, and to join the CONTRACTOR in the legal action, when: (i) the OWNER wishes to preserve its rights against the Surety, including avoiding a forfeiture for failure to file an action within the applicable limitation of action provisions in the bond or the law, and/or (ii) the CONTRACTOR has been declared in default and its services have been terminated pursuant to the Contract Documents. Moreover, N.J.S.A. § 40A:11-50 shall not govern this Contract until the Work is completed, or the CONTRACTOR's services are terminated, and nothing contained herein or in N.J.S.A. § 40A:11-50 shall limit the applicability of the claims procedures herein or limit the OWNER's rights to declare the CONTRACTOR in default and terminate the CONTRACTOR before engaging in dispute resolution.

ARTICLE 7-PRICE ADJUSTMENTS

7.1 Asphalt (Per N.J.S.A. 40A:11.16d)

7.1.a Any bid specification for the provision or performance of goods or services that includes the purchase or use of 1,000 or more tons of hot mix asphalt shall include a pay item for an asphalt

price adjustment reflecting changes in the cost of asphalt cement. The pay item for asphalt price adjustment shall apply to each ton of hot mix asphalt purchased or used by the contracting unit.

7.1.b. Any bid specification that includes the purchase or use of less than 1,000 tons of hot mix asphalt shall include a pay item for an asphalt price adjustment applicable to any quantity of hot mix asphalt exceeding 1,000 tons that may be purchased or used in the work in the event that performance of the work, including change orders, requires more than 1,000 tons of hot mix asphalt.

7.1.c. No contract shall be divided to disaggregate the quantity of hot mix asphalt or equivalent asphalt cement-based paving product to be purchased or used for the purpose of avoiding compliance with this paragraph.

71d. The asphalt price adjustment shall be calculated in accordance with the formula and relevant instructions published in the most recent edition of the "New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction." All invoices for payment shall be accompanied by the calculation of any asphalt price adjustment and a showing of the current month's asphalt price index and the basic asphalt price index.

7.2 *Fuel* (Per N.J.S.A. 40A:11.16e):

17.2.a Every bid specification shall be eligible for a fuel price adjustment. Fuel that is eligible for a fuel price adjustment shall be the sum of the quantities of the eligible pay items in the contract multiplied by the fuel usage factors as determined by the department. The types of fuel furnished shall be at the discretion of the contractor.

7.2.b. The fuel requirement for items not determined by the Department of Transportation to be eligible, and for pay items in the bid specifications calling for less than 500 gallons of fuel, shall not be eligible for a fuel price adjustment. If more than one pay item has the same nomenclature but with different thicknesses, depths, or types, each individual pay item must require 500 gallons or more of fuel to be eligible for a fuel price adjustment. If more than one pay item has the same nomenclature, similar pay items shall be combined and the combination must require 500 gallons or more of fuel to be eligible for the fuel price adjustment.

7.2.c. Fuel price index adjustments shall not be made in those months for which the monthly fuel price index has changed by less than five percent from the basic fuel price index.

END OF GENERAL CONDITIONS

TECHNICAL SPECIFICATIONS

**CONTRACT 20-B-46
CHAIN LINK FENCE MAINTENANCE AND INSTALLATION**

SECTION 011100

SUMMARY OF WORK

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

- A. This contract consists of general fence installation, maintenance and repair that arises during the duration of the contract. This may include the repair of fence damaged by vandalism, acts of nature, accidents or any other means.
- B. The Passaic Valley Water Commission has numerous properties containing various types of chain link fence. The properties include but are not limited to the main offices in Clifton; the treatment plant in Little Falls; reservoirs in Paterson, Woodland Park, Wayne; storage tanks in West Milford, Prospect Park, Lodi, Verona.
- C. All fence to be repaired shall be replaced in-kind with regards to height, mesh size, chain link coating, etc.
- D. It may be possible that the repair / replacement of fence on private property that is damaged due to Commission activities will be required.
- E. Contractor shall be fully and exclusively responsible for means, methods, techniques of construction, and safety.
- F. Contractor shall provide all labor, materials and equipment necessary to perform the Work, including, but not limited to: chain link fence fabric, fence posts, fence rails, tension wire, appurtenances, concrete footings, etc.
- G. The summary of the work as described in this Section is an overall summary of the responsibilities of the Contractor and his relation to the Owner. It does not supersede the specific requirements of the specification sections.
- H. In general, the Work will be performed on PVWC property. The contractor shall be totally responsible for traffic control, cones, signs, etc. where required.
- I. Notwithstanding Section 3.11 of the General Conditions, Commission shall obtain all permits required for the Work and shall pay for all fees associated with permitting.
- J. In addition to the project requirements described in the Description of Work, all costs for work described hereinabove shall be all-inclusive and shall be included in the prices bid.

1.02 PROPERTY OWNER NOTIFICATION

- A. Contractor shall cooperate with the local homeowners and business people throughout the Work and respond to and address complaints as they arise if work is to be performed on private property.

1.03 MATERIAL DISPOSAL

- A. Material removed from the excavations and all removed fence material shall be hauled away from the project site and legally disposed of by the Contractor.

1.04 HOURS OF WORK

- A. Contractor shall schedule Work between 8 AM and 3 PM.

END OF SECTION 011100

SECTION 012050

MEASUREMENT AND PAYMENT

1.01 DESCRIPTION

- A. The bid items listed below refer to and are the same pay items listed in the Form of Proposal. They constitute all of the pay items for the completion of the Work. No direct or separate payment will be made for providing miscellaneous temporary or accessory works, plant, services, Contractor's field office, layout surveys or stakeout, sanitary requirements, testing, safety devices, approval and record drawings, water supplies, power, heat, removal of waste, watchmen, bonds, insurance, environmental protection and erosion control, calling for a utility mark out and all other requirements of the General Conditions and other sections of the Project Manual. Compensation for all such services, things and materials shall be included in the prices stipulated for the unit price pay items listed herein.
- B. Each unit bid price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- C. In addition to project requirements described in the Summary of Work, all costs for Work described herein shall be all-inclusive and shall be included in the lump sum and unit bid pricing.

1.02 ESTIMATE OF QUANTITIES

- A. Estimated quantities for unit price pay items, as listed in the Bid Form, are approximate only and are included solely for the purpose of comparison of Bids. All Work will be on an as-requested basis only; none of these items may ever be required. Owner does not expressly or by implication agree that the nature of the materials encountered below the surface of the ground or the actual quantities of material encountered or required will correspond there-with and reserves the right to increase or decrease any quantity or to eliminate any quantity as Owner may deem necessary. The contractor will not be entitled to any adjustment in a unit bid price as a result of any change in an estimated quantity and agrees to accept the aforesaid unit bid prices as complete and total compensation for any additions or deductions caused by a variation in quantities as a result of more accurate measurement, or by any changes or alterations in the Work ordered by Owner.

1.03 SCHEDULE OF VALUES

- A. The Schedule of Values is an itemized list that establishes the value or cost of each lump sum pay item of the Work. The Schedule of values shall be used as the basis for preparing progress payments and may be used as a basis for negotiations concerning additional work or credits which may arise during the construction.
- B. Schedule of Values shall show breakdown of costs used in preparation of each lump sum bid item. The breakdown shall include major items of work or stages of construction involved in the lump sum price and the Contractors cost for each item.

- C. When requested by Owner, support values with data that will substantiate their correctness.
- D. The sum of the individual values shown on the Schedule of Values must equal the total Contract Price or the lump sum price of the particular pay item requested.
- E. Submit the Schedule of Values to Owner for approval at least 10 business days prior to submitting first application for a progress payment. After review by Owner, revise and resubmit Schedule of Values as required until it is approved. Do not submit an application for progress payment until the schedule of values is approved.

1.04 PAYMENT REQUESTS

- A. The Contractor shall submit to the Owner on a monthly basis all properly signed documentation in sufficient detail to demonstrate the Work has been properly completed in accordance with the requirement of the Contract Documents.
- B. Payment requests submitted to the Owner shall include, as a minimum:
 - 1. The Owner's Purchase Order number.
 - 2. The date or dates that the Work included under the payment request was performed.
 - 3. The Contractor shall submit all Pavement Restoration Job Site Reports with each payment request and shall include all digital photographs, traffic officer reports, material tickets and other pertinent backup documentation.
 - 4. Certified Payroll.
 - 5. The total stipulated quantity for each and every Bid Item as applicable and total dollar amount of this Contract.
 - 6. The quantities and respective amounts for each and every Bid Item as applicable expended prior to the current payment request.
 - 7. The quantities and respective amounts included in the current payment request as applicable for each Bid Item.
 - 8. The balance (quantity and dollar amount) available under the Contract after deducting the current payment request.
 - 9. The authorized representative of the Contractor shall certify in writing under his/her signature on each and every invoice that all Work included under the invoice, and all Work performed to date was performed in accordance with the requirements of the Contract Documents, that amounts invoiced are correct and appropriate, and that the Contractor has

reimbursed any and all subcontractors/suppliers, as applicable, for Work included under this invoice, and for all Work performed to date.

10. The Contractor shall submit all documentation electronically.

C. During the term of the Contract, the Owner shall make payments on a monthly basis to the Contractor for satisfactory performance of Work included under this Contract in such amount and pursuant to the provisions in the Contract Documents. The amounts subject to reimbursement to the Contractor shall be determined using the various Unit Prices bid in the Form of Proposal for the appropriate Bid Items, all as ordered in writing by the Owner and properly performed by the Contractor.

D. The Services are tax exempt, and therefore no sales tax shall be included in the bid, nor in any invoicing by the Contractor.

1.05 BID ITEMS

Bid Item 1 - For Mobilization:

Payment shall be made at the unit bid in the proposal for the item 'Mobilization', which price shall include bonding and insurance, pre-work site meetings if required, all preparatory work necessary to mobilize and demobilize all required personnel, equipment and supplies to each project site. Payment for mobilization will be made only once for each work location regardless of the number of times the Contractor may have to, for any reason, return to the same location.

Bid Item 2 - For Repair of Holes in Existing Fence:

Payment shall be made at the unit price bid in the proposal for the item 'Repair of Holes in Existing Fence', for the various heights of fence listing in the proposal which price shall include all labor, materials and equipment necessary to repair the hole in the fence fabric as specified herein. The price bid shall include providing fence fabric to match the existing fence-regardless of the finish type or mesh size, removal and legal disposal of existing fence materials, removal and resetting of tension wire and other supports and all else required for a complete and finished product. Payment shall be made for the actual length of fabric used to repair the hole.

Bid Item 3 - For Tension Wire, Any Finish:

Payment shall be made at the unit price bid in the proposal for the item 'Tension Wire, Any Finish', which price shall include all labor, materials and equipment necessary to remove and replace or to install new tension wire as specified herein. The price bid shall include providing tension wire and ties to match the existing to be replaced-regardless of the finish type or gauge, removal and legal disposal of existing tension wire and ties and all else required for a complete and finished product. Payment shall be made for the actual length of tension wire installed.

Bid Item 4 - For Barbed Wire, Any Finish:

Payment shall be made at the unit price bid in the proposal for the item 'Barbed Wire, Any Finish', which price shall include all labor, materials and equipment necessary to remove and replace or to install new barbed wire as specified herein. The price bid shall include providing barbed wire and ties to match the existing to be replaced-regardless of the finish type or gauge, removal and legal disposal of existing barbed wire and ties and all else required for a complete and finished product. Payment shall be made for the actual length of barbed wire installed. Each strand of barbed wire shall be measured independently.

Bid Item 5 - For Barbed Wire Supports, Any Finish:

Payment shall be made at the unit price bid in the proposal for the item 'Barbed Wire Supports, Any Finish', which price shall include all labor, materials and equipment necessary to remove and replace or to install new barbed wire supports as specified herein. The price bid shall include providing barbed wire supports and appurtenances to match the existing to be replaced-regardless of the finish type, removal and legal disposal of existing barbed wire supports and all else required for a complete and finished product. Payment shall be made for the actual number of supports installed.

Bid Item 6 - For Horizontal Rails, Any Diameter or Finish:

Payment shall be made at the unit price bid in the proposal for the item 'Horizontal Rails, Any Diameter or Finish', which price shall include all labor, materials and equipment necessary to remove and replace or to install new horizontal rails as specified herein. The price bid shall include providing horizontal rails and ties to match the existing to be replaced-regardless of the finish type, diameter or gauge, removal and legal disposal of existing horizontal rails and ties and all else required for a complete and finished product. Payment shall be made for the actual length of horizontal rails installed.

Bid Item 7 - For Resetting Posts, Any Size:

Payment shall be made at the unit price bid in the proposal for the item 'Resetting Posts, Any Size', which price shall include all labor, materials and equipment necessary to reset undamaged fence posts as specified herein. The price bid shall include reattaching fence fabric, concrete and all else required for a complete and finished product. Payment shall be made for the actual number of posts reset.

Bid Item 8 - For Furnishing and Installing Terminal and Corner Posts, 3-Inch Diameter and Greater:

Payment shall be made at the unit price bid in the proposal for the item 'Furnishing and Installing Terminal and Corner Posts, 3-Inch Diameter and Greater', for the various height of posts listed in the proposal which price shall include all labor, materials and equipment necessary to install fence posts as specified herein. The price bid shall include fence posts of any finish, concrete footings and all else required for a complete and finished product. Payment shall be made for the actual number of terminal and / or corner posts installed.

Bid Item 9 - For Furnishing and Installing Chain Link Fence, 2-Inch Mesh:

Payment shall be made at the unit price bid in the proposal for the item 'Furnishing and Installing Chain Link Fence, 2-Inch Mesh', for the various height of fence listed in the proposal which price shall include all labor, materials and equipment necessary to install fence fabric as specified herein. The price bid shall include fence fabric of any finish, line posts, stretcher bars, truss rods and all else required for a complete and finished product except that payment for tension wire, horizontal rails, terminal and corner posts shall be made under other items of this proposal. Payment shall be made for the actual length of chain link fence installed.

Bid Item 10 - For Furnishing and Installing Chain Link Fence, 1-Inch Mesh:

Payment shall be made at the unit price bid in the proposal for the item 'Furnishing and Installing Chain Link Fence, 1-Inch Mesh', for the various height of fence listed in the proposal which price shall include all labor, materials and equipment necessary to install fence fabric as specified herein. The price bid shall include fence fabric of any finish, line posts, stretcher bars, truss rods and all else required for a complete and finished product except that payment for tension wire, horizontal rails, terminal and corner posts shall be made under other items of this proposal. Payment shall be made for the actual length of chain link fence installed.

Bid Item 11 - For Furnishing and Installing Chain Link Fence Gates:

Payment shall be made at the unit price bid in the proposal for the item 'Furnishing and Installing Chain Link Fence Gates', for the various size gates listed in the proposal which price shall include all labor, materials and equipment necessary to install gates as shown on the fence layouts. The price bid shall include chain link fence fabric, gate frame, gate posts, truss rods, hinges, latches, concrete footings and all else required for a complete and finished gate. Payment shall be made for the actual number of gates installed.

Bid Item 12 – Allowance for Additional Work:

An allowance of up to the amount stipulated in the Form of Proposal has been set aside for additional work not accounted for in the Bid Items under this Contract. Work performed under the allowance shall be as ordered in writing by the Owner. Allowance work may include the furnishing and installing of additional bid items that are determined to be necessary during construction but have not been included in the design quantities above. Payment for those items will be made at the unit price as described for those bid items. Payment for other additional work not included in the pay items above will be made on a time and materials basis as per the General Conditions.

1.06 NO SEPARATE PAYMENT

In addition to the items listed in the description above, the contractor shall note the following:

- A. No separate payment shall be made for maintenance and protection of traffic but the cost thereof shall be included in the price bid for other items of work.

- B. No separate payment shall be made for excavation but the cost thereof shall be included in the price bid for other items of work. Installation of fence posts in rock, if required, shall be paid for under the Allowance item.
- C. No separate payment shall be made for reasonable excavation by hand around existing utilities or obstructions but the cost thereof shall be included in the price bid for other items of work.
- D. No separate payment shall be made for the removal and legal disposal of existing materials but the cost thereof shall be included in the price bid for other items of work.
- E. No separate payment shall be made for ties, latches, hinges, stretcher bars and other appurtenances required for the repair / replacement or construction of chain link fence.

END OF SECTION 012050

SECTION 013300

SUBMITTALS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This Section specifies the requirements for making submissions for the project for both bidding submittals and shop drawing submittals.
- B. Electronic submissions of shop drawings will be required unless expressly noted otherwise.
- C. Revise and resubmit shop drawing submittals as required until same are approved in writing by the Owner.
- D. Do not undertake the purchase, fabrication or other work until the Owner has approved the submittals.

1.02 SUBMITTALS REQUIRED WITH BID

- A. Manufacturer's Information: Where indicated on the Bid Document Submission Checklist, product information required to be submitted with the bid as per the Technical Specifications shall be submitted at the time of bid opening.
- B. The Contractor shall provide written notification of any specification or drawing deviation of the submitted materials.

1.03 SUBMITTALS REQUIRED AFTER AWARD OF CONTRACT

- A. Shop Drawings: Make submittals far enough in advance of scheduled dates of installation to provide time for reviews, for securing necessary approvals, for possible revisions and re-submittals, and for placing orders and securing delivery. The Engineer will review submittals in a manner as expedient as possible, and will generally send a written response to the Contractor within seven (7) calendar days of receipt of submittals.
- B. Identification of Submittals: Every submittal shall be accompanied by the cover page include on the last page of this Section or the Contractor's similar standard cover form which contains the same information.

1.04 BUY AMERICAN

- A. Regardless of whether the submittals are provided at the time of bidding or after award of the Contract, the Contractor shall provide a statement, or otherwise indicate on their submittals, that the submitted products meet the "American Good and Products" clause of these

Specifications (Information and Instructions for Bidders, Page B-2, Paragraph 0.03) or state the reason why the submittals cannot comply with the clause.

1.05 MANUFACTURER'S LITERATURE

- A. Furnish descriptive literature and manufacturers' cut sheets indicating sizes, materials of construction, conformance with the latest revision of applicable AWWA Standards, and other pertinent information in sufficient detail to enable the Owner to evaluate the products offered by the bidder under this Contract.

1.06 SHOP DRAWINGS

- A. Submit shop drawings for all fabricated work, for all manufactured items and for items specifically required in sufficient detail to enable verification of conformance with the contract documents.
- B. Subcontractors shall submit shop drawings directly to the Contractor. Contractor shall check subcontractors' shop drawings for measurements, details, materials and conformance with the Contract Documents.
- C. The Contractor shall make all measurements, confirm existing conditions, and include them on the shop drawings before making a submission to the Engineer.
- D. When submitting manufacturers' catalogs, pamphlets or other data sheets, in lieu of prepared shop drawings, clearly mark the items being submitted for review.

1.07 CONTRACTOR'S REPRESENTATION

- A. By making a submission, the Contractor represents that he has determined and verified all field measurements and dimensions, field construction criteria, site and building constraints in terms of limitations in moving equipment into an enclosed space, materials, catalog and model numbers and similar data and that he has checked and coordinated each submission with other work at or adjacent to the project site.

1.08 CONTRACTOR'S RESPONSIBILITIES

- A. Engineer's review of submittals shall not relieve the Contractor of his/her responsibility for the requirements of the Contract Documents nor relieve the Contractor from responsibility for errors or omissions in the submittals.
- B. No portion of the work requiring a submission shall be commenced until the Engineer has found the submission in general compliance with the Contract Documents. If material or equipment is installed before it has been deemed to be in general compliance with the Contract Documents, as determined by the Engineer, the Contractor shall be liable for its removal and replacement at no extra charge and without an increase in contract time

PASSAIC VALLEY WATER COMMISSION
1525 Main Avenue
Clifton, NJ 07011

SUBMISSION COVER

PVWC CONTRACT NUMBER: 20-B-46

PROJECT NAME: CHAIN LINK FENCE MAINTENANCE AND
INSTALLATION

CONTRACTOR: _____

DATE: _____

SUBMITTAL NUMBER: _____

SPECIFICATION
SECTION & SUBSECTION
OR DETAIL NAME & SHEET NUMBER: _____

DESCRIPTION: _____

- ☐ This submittal meets the requirements of the “American Good and Products” clause of these Specifications (Information and Instructions for Bidders, Page B-2, Paragraph 0.03).
- ☐ This submittal does not meet the requirements of the “American Good and Products” clause of these Specifications (Information and Instructions for Bidders, Page B-2, Paragraph 0.03) for the following reason _____.

PVWC STAMP & COMMENTS (for use by PVWC):

END OF SECTION 013300

SECTION 014000

QUALITY REQUIREMENTS

PART 1 – GENERAL

1.01 REGULATORY STANDARDS AND REQUIREMENTS

- A. The work performed under this Contract will be subject to the review and inspection of the Commission's appointed representative whose role shall be to insure construction compliance with the specifications, document work performed, deliver instructions to and, accept correspondence from the Contractor. Contractor shall notify him no less than 24 hours prior to commencing work in any location.
- B. Contractor shall perform all work in accordance with these Specifications and the requirements of the authority having jurisdiction. In cases of conflict, the stricter requirement shall govern.
- C. NJDOT, County, and local Municipal inspectors may inspect work for conformance with specifications and permit requirements. The Commission will investigate any claims by jurisdictional inspectors of deficient work conducted by the Contractor. Final determination of compliance or noncompliance with the Contract Documents will be made solely by the Owner, and any and all Work determined by the Owner to be deficient shall be rejected, and the Contractor shall be required to redo all deficient work at the Contractor's sole expense.
- D. All work shall conform to the latest edition of State of New Jersey Department of Transportation Standard Specifications for Roads and Bridge Construction (NJDOT Specifications).
- E. All work and products shall conform to the latest edition of the American Water Works Association (AWWA), ASTM International and / or American National Standards Institute (ANSI) as required.
- F. Contractor shall comply with the notice requirements of all regulating agencies and shall contact such agencies at least twenty-four hours prior to starting work or in accordance with the requirements of said agency. The Contractor shall be responsible to notify the agencies and their inspectors whenever work will be performed.
- G. Contractor shall comply with the requirements and standards of all Federal, State, and local laws, ordinances, codes, rules and regulations governing safety and health. Protective gear shall be work by all persons having access to the job site. It is the Contractor's responsibility to provide his workmen with all necessary safety equipment and procedures, including safety orientation and education for the work being performed.
- H. Nothing in any paragraphs of these Contract Documents shall be construed as relieving the Contractor from full responsibility for safe execution of the Work at all times.

1.02 BACKGROUND CHECKS

- A. The Contractor is advised that the Contractor's personnel who will be on-site at PVWC's facilities will be subject to PVWC's independently conducted background checks.
- B. Within thirty (30) consecutive calendar days following award of the Contract and not less than thirty (30) consecutive calendar days prior to arriving at PVWC's facilities, the Contractor shall provide a copy of identification and / or background check authorization for each and every person employed by, or through, the Contractor and who will be on-site performing Work under the Contract.
- C. No one will be allowed on PVWC's properties without compliance and prior clearance from PVWC.
- D. PVWC reserves the right to reject access to all PVWC's facilities for any person or persons who raises any suspicions while interviewed, all at PVWC's sole discretion.

1.03 SECURITY

- A. Contractor shall safely guard all Work, materials, equipment and property from loss, theft, damage and vandalism. Contractor's duty to safely guard property shall include the Owner's property and other private property from injury or loss in connection with the performance of the Contract.
- B. He shall employ watchmen as needed to provide the required security and prevent unauthorized entry.
- C. Contractor may make no claim against the Owner for damage resulting from trespass.
- D. Party responsible for security shall make good all damage to property of Owner and others arising from failure to provide adequate security.
- E. If existing fencing or barriers are breached or removed for purposes of construction, contractor shall provide and maintain temporary security fencing equal to the existing in a manner satisfactory to the Owner.
- F. Security measures taken by the Contractor shall be at least equal to those usually provided by Owner to protect his existing facilities during normal operation.
- G. Maintain security program throughout construction until Owner's acceptance and occupancy precludes need for Contractor's security program.

1.04 CONTRACTOR'S USE OF PREMISES

A. Contractor shall:

1. Assume full responsibility for protection and safekeeping of products stored on or off premises.
2. Move stored products that interfere with the operations of Owner or other contractors.
3. Obtain and pay for all additional storage or work areas required for his operations.
4. Not unreasonably encumber the site with materials and equipment.

1.05 FIELD ENGINEERING

A. Contractor shall:

1. Provide civil, structural or other professional engineering services specified, or required to execute Contractor's means, methods, techniques of construction, and safety.
2. Develop and make all detail surveys and measurements needed for construction.
3. Keep a transit and leveling instrument and a skilled instrument man available whenever necessary for layout of the Work.
4. Provide all material required for bench marks, control points, batter boards, grade stakes, and other items.
5. Be solely responsible for all locations, dimensions and levels. No data other than written orders of the Owner shall justify departure from the dimensions and levels required by the Work orders.
6. Safeguard all points, stakes, grade marks, monuments and bench marks made or established on the Work, re-establish same if disturbed and rectify all Work improperly installed because of not maintaining, not protecting or removing without authorization such established points, stakes, marks and monuments.
7. When requested by Owner, provide such facilities and assistance as may be necessary for Owner to check line and grade points placed by Contractor.
8. Maintain a complete, accurate log of all control and survey work as it progresses.
9. On request of Owner, submit documentation to verify accuracy of field work.

1.06 PRECONSTRUCTION CONFERENCE

- A. Date, Time and Location: Conference will be held after execution of the Contract and before construction is started at the site. Owner will fix the date, time and location of the meeting in accordance with requirements of the General Conditions.
- B. Owner shall prepare agenda, preside at meeting, and prepare and distribute a transcript of proceedings to all parties.
- C. Contractor shall provide data required, contribute appropriate items for discussion, and be prepared to discuss all items on agenda.
- D. Required Attendance:
 - 1. Contractor and major subcontractors.
 - 2. Owner's representative.
 - 3. Representatives of government agencies having any degree of control or responsibility, if available.
- E. Agenda:
 - 1. Designation of responsible personnel, and 24-7 contact information.
 - 2. Subcontractors.
 - 3. Coordination with other contractors.
 - 4. Progress schedule.
 - 5. Processing of Shop Drawings.
 - 6. Schedule of Shop Drawing submittals.
 - 7. Processing of Field orders and Change Orders.
 - 8. Requirements for copies of Contract Documents.
 - 9. Insurance in force.
 - 10. Schedule of values.
 - 11. Processing of progress payments.
 - 12. Use of premises.

- 13. Contractor responsibility for means, methods, techniques or construction, and safety and first aid procedures.
- 14. Security.
- 15. Housekeeping.

1.07 TEMPORARY CONSTRUCTION FACILITIES

- A. Contractor shall be responsible for all temporary construction facilities required for the Work. Contractor shall make all arrangements with utility service companies for temporary services and shall pay all costs associated therewith.
- B. Suitably enclosed chemical or self-contained toilets shall be provided for the use of the men employed on the Work. Toilets shall be located near the Work site and secluded from observation insofar as possible. Toilets shall be serviced at regular intervals, kept clean and supplied throughout the course of the Work.
- C. Contractor shall furnish and maintain a safe drinking water supply readily available to all workers.
- D. Contractor shall be responsible for all utility service costs until the Work is substantially complete. Included are all fuel, power, light, heat and other utility services necessary for execution, completion, testing and initial operation of the Work.

1.08 ENVIRONMENTAL CONTROLS

- A. Provide and maintain methods, equipment, and temporary construction, as necessary to provide controls over environmental conditions at the construction site and adjacent areas. Remove physical evidence of temporary facilities at completion of work.
- B. Contractor's vehicles and equipment shall be such as to minimize noise to the greatest degree practicable. Noise levels shall conform to the latest OSHA standards and in no case will noise levels be permitted which interfere with the work of the Owner or others.
- C. Contractor shall be responsible for controlling objectionable dust caused by his operation of vehicles and equipment, clearing or for any reason whatever. Contractor shall apply water or use other methods subject to the Owner approval which will keep dust in the air to a minimum. No chemicals will be allowed to be applied as a means of dust control.
- D. Provide rodent and pest control as necessary to prevent infestation of construction or storage area.
 - 1. Employ methods and use materials which will not adversely affect conditions at the site or on adjoining properties.
- E. Provide methods to control surface water and water from excavations and structures to prevent damage to the Work, the site, or adjoining properties.

1. Control fill, grading and ditching to direct water away from excavations, pits, tunnels and other construction areas; and to direct drainage to proper runoff courses so as to prevent any erosion, damage or nuisance.

F. Provide, operate and maintain equipment and facilities of adequate size to control surface water.

G. Dispose of drainage water in a manner to prevent flooding, erosion, or other damage to any portion of the site or to adjoining areas and in conformance with all environmental requirements.

H. Pollution Control:

1. Provide methods, means and facilities required to prevent contamination of soil, water or atmosphere by the discharge of noxious substances from construction operations.
2. Provide equipment and personnel, perform emergency measures required to contain any spillage, and to remove contaminated soils or liquids.
3. Excavate and dispose of any contaminated earth offsite, and replace with suitable compacted fill and topsoil.
4. Take special measures to prevent harmful substances from entering public waters.
5. Prevent disposal of wastes, effluents, chemicals, or other such substances adjacent to streams, or in sanitary or storm sewers.
6. Provide systems for control of atmospheric pollutants.
7. Prevent toxic concentrations of chemicals.
8. Prevent harmful dispersal of pollutants into the atmosphere.
9. All Contractor's equipment used during construction shall conform to all current federal, state and local laws and regulations.

I. Erosion Control:

1. Plan and execute construction and earth work by methods to control surface drainage from cuts and fills, and from borrow and waste disposal areas, to prevent erosion and sedimentation.
2. Hold the areas of bare soil exposed at one time to a minimum.
3. Provide temporary control measures such as berms, dikes and drains.
4. Construct fills and waste areas by selective placement to eliminate surface silts or clays which will erode.

5. Periodically inspect earthwork to detect any evidence of the start of erosion, apply corrective measures as required to control erosion.

1.09 CLEANING

- A. Execute cleaning, during progress of the Work, at completion of the Work, and as required by General Conditions.
- B. Requirements of Regulatory Agencies:
 1. In addition to the requirements herein, maintain the cleanliness of the Work and surrounding premises within the Work limits so as to comply with federal, state, and local fire and safety laws, ordinances, codes and regulations.
 2. Comply with all federal, state and local anti-pollution laws, ordinances, codes and regulations when disposing of waste materials, debris and rubbish.
- C. Scheduling of Cleaning and Disposal Operations:
 1. So that dust, wash water or other contaminants generated during such operations do not damage or mar painted or finished surfaces.
 2. To prevent accumulation of dust, dirt, debris, rubbish and waste materials on or within the Work or on the premises surrounding the Work.
- D. Waste Disposal:
 1. Dispose of all waste materials, surplus materials, debris and rubbish off the plant site.
 2. Do not burn or bury rubbish and waste materials on the plant site.
 3. Do not dispose of volatile or hazardous wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
 4. Do not discharge wastes into streams or waterways.
- E. Cleaning Materials:
 1. Use only cleaning materials recommended by manufacturer of surface to be cleaned.
 2. Use each type of cleaning material on only those surfaces recommended by the cleaning material manufacturer.
 3. Use only materials which will not create hazards to health or property.

F. During Construction:

1. Keep the Work and surrounding premises within work limits free of accumulations of dirt, dust, waste materials, debris and rubbish.
2. Keep dust generating areas wetted down.
3. Provide suitable containers for storage of waste materials, debris and rubbish until time of disposal.
4. Dispose of waste, debris and rubbish off site at legal disposal areas.

G. When Project is Completed:

1. Remove and dispose of all excess or waste materials, debris, rubbish, and temporary facilities from the site, structures and all facilities.
2. Repair pavement, roads, sod, and all other areas affected by construction operations and restore them to original condition or to minimum condition specified.
3. Remove spatter, grease, stains, fingerprints, dirt, dust, labels, tags, packing materials and other foreign items or substances from interior and exterior surfaces, equipment, signs and lettering.
4. Repair, patch and touch up chipped, scratched, dented or other-wise marred surfaces to match specified finish.
5. Remove paint, clean and restore all equipment and material name-plates, labels and other identification markings.
6. Clean all floors, slabs, pavements, and ground surfaces.
7. Maintain cleaning until acceptance and occupation by Owner.

END OF SECTION 014000

SECTION 017113

MOBILIZATION

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Mobilization shall consist of preparatory work and operations, including moving personnel, equipment, supplies and incidentals to the work location or project site
- B. Mobilization also includes all miscellaneous work performed or costs incurred prior to beginning Work on the various items in the Contract and incurred during progress of the Contract.

END OF SECTION 017113

SECTION 323113

CHAIN LINK FENCES AND GATES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Contractor shall furnish all labor, materials, equipment and incidentals necessary to provide all fencing and gates as shown, specified, and otherwise required for a complete and finished product.
- B. The work shall include all site preparation, clearing, grubbing, demolition and disposal of existing fencing and concrete footings where required.

1.02 REFERENCE

- A. ASTM A392 Specification for Zinc-Coated Steel Chain-Link Fence Fabric
- B. ASTM F567 Standard Practice for Installation of Chain Link Fence
- C. ASTM F668 Specification for Polymer Coated Chain Link Fence Fabric
- D. ASTM F900 Specification for Industrial and Commercial Swing Gates
- E. ASTM F1043 Specification for Strength and Protective Coatings of Metal Industrial Chain Link Fence Framework
- F. ASTM F1083 Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures
- G. ASTM F1184 Specifications for Industrial and Commercial Horizontal Slide Gates

1.03 SUBMITTALS

- A. Submit manufacturer's literature or shop drawings as per Section 013300, Submittals, of these Specifications.
- B. Shop drawings: layout of fence location with dimensions, location of gates and opening size, cleared area, elevation of fence and gates, details of attachments and footings and method of fence repair.
- C. Certifications: Manufacturers material certifications in compliance with current ASTM specifications.

1.04 PROPOSED PRODUCT SOURCE

- A. To verify compliance with the "Buy American" requirement, Commission may request Certification from Vendor(s)/Contractor(s) and/or Manufacturer as to proposed product source.

1.05 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Exercise special care during delivery, storage and handling of materials to prevent damage.
- B. Materials for Work shall be stored in approved locations and in accordance with manufacturer's recommendations. Submit manufacturer's written recommendations if requested by the Owner.
- C. Materials shall be suitably stored and protected to keep dry as required and to prevent contamination with foreign materials.
- D. Materials contaminated or damaged may be rejected at the discretion of the Owner.

PART 2 - PRODUCTS

2.01 CHAIN LINK FENCE MANUFACTURERS

- A. Master Halco; Ameristar; Stateside Steel and Wire LLC; or approved equal.

2.02 CHAIN LINK FABRIC

- A. Fabric:
 - 1. Zinc-Coated Steel Fabric: ASTM A392 hot dipped galvanized before weaving. Class 1 – 2.0 oz/ft².
 - 2. Polymer Coated Steel Fabric: Galvanized steel wire with the weight of zinc shall meet the requirements of ASTM F668, Table 4. Galvanized wire shall be PVC-coated to meet the requirements of ASTM F668. The class of the fence fabric shall be Class 2B-Fused and Bonded. Color: Black in compliance with ASTM F934.
 - 3. All new fence shall be constructed with polymer coated steel fabric. Existing fence to be repaired shall match existing fabric finish.
- B. Wire Size: Steel wire core shall be 9 gauge.
- C. Height and Mesh Size: As indicated on the drawings or match existing fence to be repaired.
- D. Selvage: Manufacturer's standard selvage for the mesh size and fence height constructed.

2.03 CHAIN LINK FRAMEWORK

- A. All posts shall be round steel pipe and rail, minimum yield strength 50,000 PSI, meeting one of the requirements below:
 - ASTM F1083 schedule 40 galvanized steel pipe; 1.8 oz/ft² hot dipped galvanized zinc interior and exterior coating.
 - Cold-rolled electric-resistance welded pipe in accordance with ASTM F1043 Materials Design Group IC. Type B external coating, hot dip galvanized zinc 0.9 oz/ ft² with a clear polymeric overcoat, Type D interior 90% zinc-rich coating having a minimum thickness of 0.30 mils.
- B. Framework shall be coated to match the fence fabric.
- C. Terminal / corner posts shall be 3-inch O.D minimum.
- D. Line posts shall be 2-1/2-inch O.D minimum.
- E. Top rail shall be 2-inch O.D minimum.
- F. Gate posts: 4-inch O.D. minimum

2.04 FITTINGS / TRUSS RODS

- A. All fittings and truss rods shall be the manufacturer's standards.
- B. All posts shall be finished with dome post caps.
- C. Fittings shall be coated to match the fence fabric.

2.05 TENSION WIRE

- A. Tension wire shall be 7 gauge core marcelled wire complying with ASTM A824.
- B. Wire shall be coated to match the fence fabric.

2.06 BARBED WIRE

- A. Comply with ASTM A121, Design Number 12-4-5-14R, double 12-1/2 gauge twisted strand wire, with 4 point 14 gauge round barbs spaced 5 inches on center.
- B. Barbed wire arms shall comply with ASTM F626 and shall be capable of supporting a vertical 250 pound load. Arms type shall match existing or be Type 1 (three strand 45 degree) unless otherwise noted.

C. Wire shall be coated to match the fence fabric.

2.07 HORIZONTAL SLIDE GATES

- A. Slide gates shall be the manufacturer's standard cantilevered type a minimum of 40% larger than the gate opening to support the cantilevered portion of the gate in the closed position with minimum deflection.
- B. Slide gates shall be internal roller design in accordance with ASTM F 1184 Type II Class 2.
- C. Slide gates and posts shall match the coating type and color as that specified for the fence framework and fabric.
- D. Slide gates shall be of the sizes shown on the plan or match the existing size to be replaced (if required).
- E. Gates shall be the same height as the fence to which they are attached.
- F. Comply with the safety requirements of with UL-325, and ASTM F2200 for potential electrical operation.

2.08 SWING GATES

- A. Swing gates shall be the manufacturer's standard.
- B. Swing gates shall be single or double opening of the sizes shown on the plan or match the existing size to be replaced (if required).
- C. Swing gates shall be in accordance with ASTM F900.
- D. Gates shall be the same height as the fence to which they are attached.
- E. Gate shall be complete with hinges and gate latch.
- F. Gates and posts shall match the coating type and color as that specified for the fence framework and fabric.

3.09 CONCRETE

- A. Concrete shall have a minimum 28-day compressive strength of 3,000 psi.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify areas to receive fencing are completed to final grades and elevations.

- B. Ensure property lines and legal boundaries of work are clearly established.
- B. Clear and grub areas on either side of fence alignment as indicated on drawings. Remove and dispose of existing fencing where applicable.

3.02 CHAIN LINK FENCE FRAMING INSTALLATION

- A. Install chain link fence in accordance with ASTM F 567 and manufacturer's instructions.
- B. Locate terminal post at each fence termination and change in direction.
- C. Space line posts uniformly at 10' on center.
- D. Concrete set posts: dig holes in firm, undisturbed or compacted soil. Holes shall have diameter 4 times greater than outside dimension of post, and depths approximately 6" deeper than post bottom. Excavate deeper as required for adequate support in soft and loose soils, and for posts with heavy lateral loads. Set post bottom 36" below surface when in firm, undisturbed soil. Place concrete around posts in a continuous pour. Trowel finish around post. Slope to direct water away from posts.
- E. Check each post for vertical and top alignment, and maintain in position during placement and finishing operations.
- F. Bracing: Install horizontal pipe brace at mid-height for fences 6' and over, on each side of terminal posts. Firmly attach with fittings. Install diagonal truss rods at these points. Adjust truss rod, ensuring posts remain plumb.

3.03 CHAIN LINK FABRIC INSTALLATION

- A. Fabric: Install fabric on security side and attach so that fabric remains in tension after pulling force is released. Leave approximately 2" between finish grade and bottom selvage. Attach fabric to line posts at as directed by the manufacturer.
- B. Chain link fabric to be stretched taut free of sag.

3.04 GATE INSTALLATION

- A. Swing Gates:
 - 1. Installation of swing gates and gateposts in compliance with ASTM F567.
 - 2. Direction of swing shall be as indicated on the plans or coordinated with owner prior to construction.
 - 3. Gates shall be plumb in the closed position having a bottom clearance of 3 in.

4. Hinge and latch offset opening space from the gate frame to the post shall be no greater than 3 in. in the closed position.
5. Gate leaf holdbacks shall be installed for all double gates.

B. Horizontal Slide Gates:

1. Install according to manufacturer's instructions and in accordance with ASTM F567.
2. Gates shall be plum in the closed position, installed to slide with an initial pull force no greater than 40 lbs.
3. Ground clearance shall be 3 in.
4. Comply with the safety requirements of with UL-325, and ASTM F2200 for potential electrical operation.

END OF SECTION 323113

SECTION 490000

MISCELLANEOUS MAINTENANCE

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Replacement of various fences that may be required on private property due to PVWC water service work.
- B. Replacement of various fences that are located on numerous PVWC properties where pump stations, storage tanks, reservoirs, etc. are located.
- C. Furnish and install the various materials and appurtenances required to repair fence damaged by vandalism, acts of nature, accidents or any other means.
- D. Contractor shall repair and replace damaged fencing as directed by the Owner.

PART 2 - PRODUCTS

- A. All materials, equipment and products use for repairs shall match existing materials in kind. Existing fence materials shall be reused where practical.
- B. See Section 323113 for Chain Link Fence specifications.

PART 3 – EXECUTION

3.01 GENERAL

- A. Repair may include but not be limited to resetting posts, repairing holes in chain link, new gates, replacing tension wires and barbed wire.
- B. After determining the work to be performed, the Contractor shall submit an estimate to the Commission for approval for any items that are not specifically listed on the proposal form.
- C. Upon approval by the Commission, the Contractor shall coordinate with the owner to schedule the repairs.
- D. All repairs shall be completed within 30 days of initial disruption.

3.02 CHAIN LINK FENCE REPAIR

- A. Repairs shall be made using the fence manufacturer and industry standards.
- B. Repair materials shall match the existing fence materials unless otherwise directed.

- C. Repairs to holes in chain link fence fabric shall be performed by weaving in a new fabric section of the type and size required to match the existing fence fabric. Pinning existing fabric together will not be permitted. Selvage shall match the existing selvage in-kind.

3.03 OTHER FENCE REPAIR

- A. Other fence repair may be required as needed. The type of fence and scope of repairs are unknown at this time.

END OF SECTION 490000