

NOTICE TO BIDDERS
BOROUGH OF HAWORTH, BERGEN COUNTY

NOTICE IS HEREBY GIVEN that sealed bids for the **HAWORTH SWIM CLUB POOL PAINTING PROJECT** will be received by the Borough Clerk and publicly opened and read in the Council Chambers in the Municipal Building, 300 Haworth Avenue, Haworth, NJ on **Tuesday, April 21, 2026 at 10:00 AM**, or as soon thereafter as the matter can be reached.

The project includes acid washing and painting of two (2) swimming pools.

All bids must be submitted in the form of proposal prescribed by the Borough of Haworth. Said forms of proposal, together with the contract plans and specifications prepared by the Borough Engineer, are on file in the office of the Borough Clerk at the Municipal Building, and may be inspected during business hours. Copies of the plans, specifications and proposal forms may be viewed at the office of the Borough Clerk or obtained electronically by contacting the Borough Clerk at 201-384-4785 x2 or BoroughClerk@Haworthnj.org. There is no charge for the electronic version of the documents.

All proposals must be accompanied by a bid bond or certified check to the order of the Borough in an amount not less than ten percent (10%) of the bid or \$20,000.00, whichever is less, for each bid submitted. Bidders are required to comply with the requirements of P.L. 1977, c. 33, Laws of 1977 regarding disclosure of Partners and Stockholders, and P.L. 1975, c. 127 regarding Affirmative Action, and Executive Order 11246 regarding Equal Opportunity. Bidders must furnish a list of subcontractors to be used on the project. This bid solicitation is made in a fair and open process in accordance with N.J.S.A. 19:44A-20.5 et. seq.

Pursuant to P.L. 2004 c.57, all bids must be accompanied by a New Jersey Business Registration Certificate issued by the New Jersey Department of Treasury, Division of Revenue. Failure to include a said certificate is a material bid defect which cannot be waived.

The proposal shall also contain consent of surety agreement under which the surety company agrees to provide a performance and payment bond if the contract is awarded to its principal.

All bids shall be irrevocable and shall not be subject to withdrawal for any reason for a period of sixty (60) days following the date fixed for the opening thereof. The Borough of Haworth reserves the right to waive immaterial informalities in any bid or to reject all bids if the best interest of the Borough so requires.

GENERAL SCOPE OF WORK

This project includes the following work tasks:

1. All work includes two (2) swimming pools.
2. Pools to be emptied all debris.
3. Pools to be pressure-wash cleaned with muriatic acid and washed down with water.
4. Masonry cracks to be repaired with cement or caulking.
5. All loose or peeling paint will be scraped and primed.
6. Application of one (1) coat of Miazon Deluxe Semi-Gloss Acrylic Pool Coating or comparable Semi-Gloss Acrylic Pool Paint.
7. Painting of racing lines, depth designations and pool safety signage.
8. Area to be cleanup up to the satisfaction of the Haworth Swim Club Management.

The pools should be inspected to ensure proper lump sum bidding. Contact the Haworth Department of Public Works at 201-384-1037 for access.

All work shall be completed by May 13, 2026. The contractor may work all days, including Sundays.

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BIDDER'S PROPOSAL HAWORTH SWIM CLUB POOL PAINTING

Each bidder **MUST** submit the following documents:

- Bidder's Proposal and Itemized Bid for this Contract.
- Non-Collusion Affidavit for bid submitted.
- Bid Guarantee.
- Experience questionnaire.
- Consent of Surety that such surety company will provide the bidder with
Performance and Payment Bonds as required by the Specifications.
- Statement of Ownership Disclosure.
- **List of all Subcontractors.**

- Disclosure of Investment Activities in Iran.
- Proof of New Jersey Public Works Contractor Registration (including subcontractors).
- Attachment of any addenda or clarification acknowledgements (if received by bidder during bid period).
- Business Registration Certificate issued by the NJ Division of Revenue **including subcontractors** (May be submitted after bidding but before award of contract).

Corporation

The undersigned is a Corporation/Partnership/Individual under the laws of the State of _____ having principal offices at _____

Bidder's Name

(Signed)

Title _____ Phone & Fax No. _____

ITEMIZED BID

(continued)

HAWORTH SWIM CLUB POOL PAINTING

BIDDER'S PROPOSAL

HAWORTH SWINM CLUB POOL PAINTING, BOROUGH OF HAWORTH, COUNTY OF BERGEN, STATE OF NEW JERSEY, and

all other work in connection with and incidental thereto, complete in place according to the Plans and Specifications.

Mayor and Council Borough of Haworth

Municipal Building
300 Haworth Avenue

Haworth, NJ 07641-1298

The undersigned hereby declare that I/We (write in company below) have carefully examined the Plans and Specifications for the **HAWORTH SWINM CLUB POOL PAINTING, BOROUGH OF HAWORTH, COUNTY OF BERGEN, STATE OF NEW JERSEY**, and all other work in connection with and incidental thereto, complete in place according to the Plans and Specifications for which bids were advertised to be received

on **April 21, 2026** at **10:00 a.m.**, or as soon thereafter

and having examined the Notice to Bidders, Instruction to Bidders, Bonds, Plans, and Specifications on file in the Office of the Clerk in the Municipal Building, as well as the advertisement for bids and the site of work, will contract to do all the work and furnish all materials mentioned in the said Plans and Specifications for the entire project, in the manner prescribed therein, or as amended or modified in the Instructions to Bidders for the Unit Prices as provided on the following pages:

ITEMIZED BID

HAWORTH SWIM CLUB POOL PAINTING

ITEM NO.

ESTIMATED

QUANTITY
UNIT ITEM

UNIT PRICE EXTENDED IN AMOUNT IN
DOLLARS/CENTS DOLLARS/CENTS

Item No.	Est. Qty	Unit	Item	Unit Price in Dollars and Cents	Extended Amount in Dollars/Cents
1	1	L.S.	POOL PREPARATION (EMPTY AND WASH) <i>per section 670</i>		
2	1	L.S.	POOL REPAIR AND PAINT SCRAPING <i>per section 670</i>		
3	1	L.S.	POOL PAINTING INCLUDING RACING STRIPES, DEPTH DESIGNATIONS AND POOL SAFETY SIGNAGE <i>per section 670</i>		

(Firm)

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Borough of Haworth, New Jersey, relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the Contract for the said Project.

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

(Name of Contractor)

Subscribed and sworn to

(Also type or print name of affiant under signature)

before me this _____ day of _____

Notary Public

My commission expires _____

BID GUARANTEE

Accompanying this Proposal is a:

Certified Check _____ made payable to the **Borough of Haworth, NJ**

or

Cashier's Check _____

or

Bid Bond _____ acceptable to the **Borough of Haworth, NJ**

for the sum of ten percent (10%) (not to exceed \$ 20,000.00 or less than \$ 500.00) of the amount of the base bid plus all alternates, namely

(\$ _____)

which I hereby agree to be forfeited as liquidated damages, and not a penalty, in case this Proposal, including all alternates, in the sum of

(\$ _____)

is found to be the lowest submitted in the manner required and is accepted by the Borough of Haworth, New Jersey, New Jersey, and if the undersigned shall fail to execute a Contract with the Borough of Haworth under the conditions of this Proposal, and to furnish the required documents within the time provided therefore; otherwise said check or bid bond is to be returned to the undersigned.

EXPERIENCE QUESTIONNAIRE

This signatory of this Proposal guarantees the truth and accuracy of all statements and of all answers to the following questions.

1. How many years have you been in business as a Contractor under your present business name?

2. How many years have you been a principal officer of a general contracting firm under another name?

3. How many incomplete and/or active construction contracts with governmental agencies does your firm have?

4. List a minimum of THREE projects of a similar nature your company completed and fill out each blank completely.

Name of Owner of and & Location	Name, Address & Phone # of person in responsible charge as reference	Class of work	Amount of Contract	Date of	Completion
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STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of
Organization: _____

Organization
Address: _____

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

Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

For-Profit Corporation (any type) Limited Liability Company (LLC)

Partnership Limited Partnership Limited Liability Partnership (LLP)

Other (be specific):

Part II

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

OR

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

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

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

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

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

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

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

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

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

Full Name (Print):

Title:

Signature:

Date:

AFFIRMATIVE ACTION DATA - P.L. 1975, C.127

(to be completed by firms with less than 50 employees)

STATE OF NEW JERSEY) S.S.: COUNTY OF BERGEN)

I, _____ of the (City, Town, Borough)

of _____ in the County of _____

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

1. I am (President, partner, owner) of the firm of a bidder making a proposal upon the above- named project.

2. _____, does not have 50 employees or more inclusive of all officers and employees of every type.

3. I am familiar with the affirmative action requirements of P.L. 1975, c. 127 and rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.

4. _____, had complied with all the affirmative action requirements of the State of New Jersey, including those required by P.L. 1975, c. 127 and the rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.

5. I am aware that if, _____ does not comply with P.L. 1975, c. 127 and rules and regulations issued pursuant thereto, that no monies will be paid by the Borough of Haworth, until the affirmative action plan is approved. I am also aware that the contract may be terminated and the _____ may be debarred from all public contracts for a period of up to five (5) years.

6. In the event my workforce increases to 50 employees, I must contact the State Affirmative Action Office and complete an Employee Information Report (Form AA-302), which is to be returned to the Borough of Haworth.

Subscribed and sworn to before me this day of

_____ (Seal) Notary Public of New Jersey

Signature of Authorized Representative

Name and Title

AFFIRMATIVE ACTION DATA - P.L. 1975, C.127

(to be completed by firms with 50 or more employees)

An Employee Information Report (Form AA302) must be completed and returned to the Borough of Haworth within seven (7) days after receipt of notification of intent to award contract or receipt of contract, whichever is sooner. An affirmative action plan approved by the Federal Government or the New Jersey Affirmative Action Office is an acceptable alternate. In the space provided below, indicate whether your firm has met any of the requirements listed above. Indicate the number of the N.J. Affirmative Action Certificate of Approval in the space provided.

INDICATE BELOW WHETHER YOU HAVE ANY CRITERIA FOR COMPLIANCE WITH THE NEW JERSEY AFFIRMATIVE ACTION REGULATIONS:

_____ A Federal Certificate of Approval has been received. (Proof of this will be required at time of award.)

_____ A New Jersey Affirmative Action Certificate of Approval has been received, the number is _____. (Proof of this will be required at time of award.)

I certify that the above information is correct to the best of my knowledge.

Firm
Name _____

Signature

Title

Date

LIST OF SUBCONTRACTORS

The following is the name and address of all subcontractors to whom the bidder will subcontract the furnishing of any work or operations for this project.

This includes electrical, mechanical, plumbing, cabinetry, etc. subcontractors.

Whenever a general contractor's bid sets forth more than one subcontractor for a particular specialty trade category, the bidder must

submit to the Borough certificates signed by the bidder listing each subcontractor named in the bid for that category. The certificate is to set forth the scope of work for which the subcontractor has submitted a price quote, and that the general contractor has agreed to award to that subcontractor if the Borough of Haworth awards the bidder the underlying contract.

The certificate is to be submitted to the Borough simultaneously with the bid. The certificate may take the form of a single certificate listing all subcontractors; alternatively, separate certificates may be submitted for each subcontractor. If the bidder fails to submit certificates to the Borough, the Borough must award the contract to the next lowest responsible bidder.

(If none are to be used, state "none").

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

[Required pursuant with N.J.S.A. 52-32:55 et seq.]

PART 1: CERTIFICATION

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE
PROPOSAL NON- RESPONSIVE.**

Pursuant to Public Law 2012, c. 25 (*N.J.S.A. 52-32:55 et seq.*), any person or entity (bidder) that submits a bid or proposal of otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the contracting unit determines that a bidder submits a false certification, the contracting unit shall report the name of the bidder to the New Jersey Attorney General, whom shall determine whether to bring a civil action against the person or entity to collect the penalty described in section 5 of P.L. 2012, c. 2012 (*N.J.S.A. 52:32-59*).

PLEASE CHECK NEXT TO APPROPRIATE STATEMENT:

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

_____ I am unable to certify as indicated whether the bidder listed herein and/or one or more of its parents, subsidiaries, or affiliates are listed on the New Jersey Department Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assess as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO
INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate, and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries and/or affiliates, engaging in investment activities in *N.J.S.A. 52:32-56(f)* by completing the boxes below.

Relationship to Bidder: _____

Description of Activities: _____

Duration of Engagement: _____

Anticipated Cessation Date: _____

Bidder/Offeror Contact Name: _____

Contract Phone Number _____

Borough of Haworth

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN (continued)

[Required pursuant with N.J.S.A. 52-32:55 et seq.]

ADDITIONAL ACTIVITIES/CONTINUATION SHEETS (*Select this if you are including additional activities*): If there are additional activities that require disclosure, please provide the description as attachments to the form, following the same format under Part 2. Please number each attachment and affix to this form.

Number of Attachments: _____

PART 3: CERTIFICATION

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

Full Name (Print): Signature:

Title:

Date:

Bidder/Vendor:

Bidder/Vendor Phone Number and/or Contact Information:

Attach proof of New Jersey Public Works Contractor Registration for
General and all Subcontractors

Attach Business Registration Certificate issued by the NJ Division of
Revenue for **General and all Subcontractors**

AFFIRMATIVE ACTION

New Jersey Public Law 1975, Chapter 127 provides that no public works contract can be awarded nor any monies paid until the prospective contractor has agreed to contract performance which complies with the approved Affirmative Action Plan. No contract shall be entered until the contractor, subcontractor or business firm in question has agreed and guaranteed to afford equal opportunity in performance of the contract in

accordance with the requirements of the Affirmative Action Regulations issued pursuant to P. L. 1975, C. 127.

During the performance of the contract, the contractor agrees to conform to "Exhibit B" which is presented on the pages that follow.

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(REVISED 9/07)

EXHIBIT B

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY
LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor, 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 women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor

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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 applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor

or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:

(1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

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

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

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement

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or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the 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 determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or

schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

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

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such

agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

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

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract

Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

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APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability

The contractor and the owner (hereafter “owner”) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the “Act”) (*42 U.S.C. § 12101 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner’s grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the

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

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

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

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SUPPLEMENTARY SPECIFICATIONS

HAWORTH SWIM CLUB POOL PAINTING BOROUGH OF HAWORTH, COUNTY OF BERGEN, NJ

The 2019 Standard Specifications for Road and Bridge
Construction and current State Aid Supplemental Specifications of

the New Jersey Department of Transportation and as amended herein, shall govern the construction of this project.

SPECIAL PROVISIONS AUTHORIZATION OF CONTRACT

The Contract for this project is authorized by the provisions of local public contracts law, NJSA 40A: 11-1 et seq.

SPECIFICATIONS AND DRAWINGS TO BE USED

The 2019 Standard Specifications for Road and Bridge Construction, of the New Jersey Department of Transportation (Department) as amended herein will govern the construction of this Project and the execution of the Contract.

The Division, Sections, and Subsections of the Standard Specifications which follow are supplemented by, or changed to the requirements of the **Borough**. When there is a discrepancy between the Standard Specifications and the foregoing amendments, the more stringent shall apply. Where there is a discrepancy between the Standard and Supplementary Specifications (Special Provisions) and the Contract Plans, the Contract Plans shall govern.

These Special Provisions consist of the following: Pages S1 to S22 inclusive.

WAGE RATES

The contractor shall pay the minimum wage rates determined by the New Jersey Department of Labor.

State wage rates may be obtained from the New Jersey Department of Labor & Workforce Development (Telephone: 609-292-2259) or by accessing the Department of Labor & Workforce Development's web site at http://lwd.dol.state.nj.us/labor/wagehour/wagehour_index.html The State wage rates in effect at the time of award are part of this Contract, pursuant to Chapter 150, Laws of 1963 (NJSA 34:11-56.25, et seq.).

If an employee of the Contractor or subcontractor has been paid a rate of wages less than the prevailing wage, the Owner may suspend the Work, and declare the Contractor in default.

All Public Works Contractors and Subcontractors shall submit two (2) copies of a certified payroll record, in a form satisfactory to the NJ Dept. of Labor, to the R.E. for each payroll period within ten (10) days of the payment of wages as provided in NJAC 12:60-6.1(c). Non-compliance by the Contractor may be cause for delaying

and/or withholding payment for work performed pending corrective action by the Contractor to the satisfaction of the R.E. Failure to pay employees engaged in Public Work at the minimum wage rates determined by the NJ Dept. of Labor can result in suspension or debarment of the Contractor.

In the event it is found that any employee of the Contractor or any Subcontractor covered by the Contract, has been paid a rate of wages less than the minimum wage required to be paid by the Contract, the contracting agency may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work, as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The Contractor and his sureties shall be liable to the contracting agency for any excess costs occasioned thereby.

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GENERAL

All contract awards shall be made subject to the approval of the New Jersey Department of Transportation. No construction shall start before approval of said contract award by the New Jersey Department of Transportation. Prior to the start of construction the contractor must submit a Material Questionnaire (SA-11) listing all sources of materials. Any materials used on the project from a non-approved New Jersey Department of Transportation source will be considered non-participating. The contractor is also notified that the District Office, Division of Local Aid and Economic Development must be notified of the construction commencement date at least three (3) calendar days prior to the start of construction.

Award of contract and subletting will not be permitted to, materials will not be permitted from, and use of equipment will not be permitted that is owned and/or operated by, firms and individuals included in the report of suspensions, [debarments](#) and disqualifications of firms and individuals as maintained by the Department of the Treasury, Division of Purchase & Property, Contract Compliance & Administration, Trenton NJ 08625 (609-292-5400).

Payment for a pay item in the proposal includes all the compensation that will be made for the work of that item as described in the contract documents unless the "measurement and payment" clause provides that certain work essential to that item will be paid for under another pay item.

Whenever any section, subsection, subpart or subheading is amended by such terms as changed to, deleted or added it is construed to mean that it amends that section,

subsection, subpart or subheading of the 2019 Standard Specifications unless otherwise noted.

Whenever reference to page number is made, it is construed to refer to the 2019 Standard Specifications unless otherwise noted.

Henceforth in this supplementary specification whenever reference to the State, Department, ME, RE or Inspector is made, it is construed to mean the particular municipality or county executing this contract.

Whenever reference to Title 27 is made, it is construed to mean Title 40.
Any additional project specific attachments are found at the end of these Special Provisions:

MATERIALS

Prior to the start of construction, the contractor must submit a Material Questionnaire (SA-11) listing all sources of materials. Any materials used on the project from a non-approved New Jersey Department of Transportation source will be considered non-participating.

Materials or assemblies as specified will be accepted on the basis of Certificates of Compliance stating that such materials or assemblies fully comply with the requirements of the Contract.

Materials or assemblies used on the basis of Certificate of Compliance may be sampled and tested at any time and if found not to be in conformity with the Contract requirements will be subject to rejection whether in place or not. The Contractor shall require the manufacturer or supplier to furnish three (3) copies of Certificates of Compliance with each delivery of materials, components, and manufactured items that are acceptable by certification. One copy shall be furnished to the R.E., one copy shall be furnished to the New Jersey Department of Transportation District Office, Division of Local Government Services and Economic Development, and one copy shall be retained by the Contractor.

Certificates of Compliance shall contain the following:

1. Project and location to which the material is consigned.
2. Name of Contractor to which the material is supplied.

3. Kind and Quantity of Material Supplied and represented by the Certificate.
 4. Means of identifying the consignment, such as label marking, seal number, etc.
 5. Date and method of shipment.
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6. Statement that the materials has been tested and found in conformity with the pertinent Contract requirements stated in the Certificate.
7. Signature of a person having legal authority to bin the supplier.
8. Signature attesting to a Notary Public or other properly authorized person.

Payments relative to materials specified to be accepted on the basis of Certificates of Compliance shall not be made until the R.E. has in his possession an acceptable Certificate of Compliance.

FOREIGN MATERIALS

The Contractor's attention is directed to all existing Federal and State statutes and regulations which prohibit on any Public Work, the use of materials produced or manufactured outside of the United States of America. Exceptions to this prohibition, upon the findings of the R.E., are allowed only where such enforcement would be inconsistent with public interest or where the materials is not produced or manufactured in the United States in commercial quantities and of sufficient quality. **This contract requires that all materials are not foreign made.**

If the R.E. finds that in performance of the Contract there has been a failure to comply with the provisions relative to foreign materials, the R.E. shall make public such findings and no other Contract for the construction of any Public Work by this contracting agent shall be awarded to such Contractor, or to any Partnership, Association, or Corporation, with which such Contractor is associated or affiliated, within a period of three (3) years after such findings is made public.

When the use of foreign material is allowed by the R.E. such material shall be furnished in accordance with the following requirements:

1. Materials manufactured or produced outside the United State shall be delivered to a location, approved by the R.E., where they shall be retained until examination can be completed.
2. The Contractor shall arrange, at his expense, any testing which the R.E. feels necessary to ascertain the acceptability of the material.
3. Each lot of foreign material shall be accompanied by a Certificate of Compliance. In addition, certified mill test reports shall be attached to the Certificate of Compliance for those materials for which mill test reports are required and shall clearly identify the lot to which they apply. Certificates of Compliance shall contain the information as previously described above.

On project utilizing Federal funds, the Contractor's particular attention is directed to the Federal Statues and regulations which establish the "Buy American" requirements applicable to the project. The Contractor must comply with these requirements in addition to those provided under applicable State Law.

DIVISION 100 – GENERAL PROVISIONS

SECTION 101 – GENERAL INFORMATION

101.01 INRODUCTION

ADD THE FOLLOWING:

Whenever any section, subsection, subpart or subheading is amend by such terms as changed to, deleted, or added, it is construed to mean that it amends that section, subsection, subpart, or subheading of the New Jersey Department of Transportation 2019 edition of the "Standard Specifications for Road and Bridge Construction" or "Standard Specifications" or "Specifications."

Whenever any reference to a page number is made, it is construed to refer to the 2019 "Standard Specifications."

Worker and community right-to-know: The manufacturer or supplier of a substance or mixture shall supply the chemical abstracts service number of all the components of the mixture or substance and the chemical name to the Owner to assure that every

container bears a proper Label 315 "Worker and Community Right to Know Act," Subsection B, Section 14. Furthermore, all applicable Material Safety Data Sheets (MSDS), also known as a hazardous substance fact sheet, must be furnished to the Owner.

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101.02 – ABBEVIATIONS

The following abbreviations are added:

A.O.B.E. I. & W.D. S.H.P.O.

101.03 TERMS

As Ordered By the Resident Engineer (R.E.) If & Where Directed by the R.E.
The N.J. State Historic Preservation Officer

THE FOLLOWING TERM IS ADDED:

Full Traffic Access. All work is complete to allow safe unencumbered use of the final paved portion of roadway throughout the project including but not limited to striping, RPMs, rumble strips, highway lighting, and traffic signals as determined by the RE.

THE FOLLOWING TERMS ARE CHANGED.

Completion.

(3) IS CHANGED TO:

3. The Contractor has satisfactorily executed and delivered to the RE all documents, including federal form FHWA-47 "Contractor's Statement of Materials and Labor" according to 23CFR 635, certifications, and proofs of compliance required by the Contract Documents, it being understood that the satisfactory execution and delivery of documents, certificates, and proofs of compliance is a requirement of the Contract.

pavement structure. The combination of pavement, base courses, and when specified, a subbase course, placed on a subgrade to support the traffic load and distribute it to the roadbed (see Figure 101-1). These various courses are defined as follows:

pavement. One or more layers of specified material of designed thickness at the top of the pavement structure. **base course.** One or more layers of specified material of designed thickness placed on the subgrade or subbase. **subbase.** One or more layers of specified material of designed thickness placed on the subgrade.

Commissioner. The term “Commissioner” means the Mayor of the municipality when the Contract is to be executed by a municipality, either as created by law, acting or through his duly authorized representatives, such representative acting within the scope of the particular duties delegated to them.

Department. The term “Department” means the Owner where the Contract is to be executed.

Department Laboratory. The term “Department Laboratory” means the testing laboratory retained by the Owner,

or as the Owner may designate.

Engineer. The term “Engineer” means the Owner’s Engineer, acting directly or through his duly authorized representatives, such representatives acting within the scope of the particular duties delegated to them.

Owner. The entity issuing the contract.

R.E. The abbreviation “R.E” means the Owner’s field representative having direct supervision of the

administration of the Contract as designed by the Engineer.

Existing Plans, As-Built Plans, Permits and Certifications:

Existing plans and as-built drawings if any, and complete permit applications/approvals if any are available for inspection at the above location during normal business hours.

The project area is available for inspection, investigations, or testing at any time. All testing shall be approved by the Municipal Engineer in writing at least 72 hours before such tests can be scheduled. All costs for uniformed traffic directors and repairs to the project area/bridge due to field investigations or studies shall be borne by the Contractor conducting such tests. The Owner makes no representations as to the condition or sufficiency of the existing project area, bridges, or structures.

SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS

102.01 QUALIFICATION TO BID

THE FIRST PARAGRAPH IS CHANGED TO:

The Bidder is an individual, firm, or corporation submitting a bid for the advertised Work. The Department will not accept bids from Bidders who fail to meet all of the following criteria:

1. The Bidder has been prequalified according to regulations covering the Classification of Prospective Bidders as required by N.J.S.A. 27:7-35.1, *et seq.*
2. Before the receipt of the bid or accompanying the bid, the Bidder has disclosed ownership as required by N.J.S.A. 52:25-24.2.
3. At the time the bid is delivered, the Bidder has an effective maximum and project ratings of not less than the amount of its bid.
4. If the Bidder is a corporation not incorporated in the State, the Bidder has been authorized to do business in the State as required by N.J.S.A. 14A:15-2, *et seq.*
5. For wholly State Funded Projects, the Bidder has a valid, current registration with the New Jersey Department of Labor, Division of Wage and Hour Compliance as required by "Public Works Contractor Registration Act," N.J.S.A. 34:11-56.48, *et seq.*

THE FOLLOWING IS ADDED:

For all projects funded, in whole or in part, out of funds from the Local Aid program, each bidder on a construction contract valued at more than \$5,000,000 shall be prequalified by the New Jersey Department of Transportation.

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102.04 EXAMINATION OF CONTRACT AND PROJECT LIMITS

ADD THE FOLLOWING TO THE THIRD PARAGRAPH:

Such inspection of records shall be made at the Borough of Haworth Borough Hall, 300 Haworth Avenue, Haworth, NJ.

102.07 PREPARATION OF THE BID

The first two sentences of the first paragraph and last two paragraphs in this subsection referencing computer software for preparation of the proposal are deleted. Software to prepare the proposal is not available for this contract.

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Proposals shall be submitted on the "Form of Proposal" furnished by the Owner and shall be properly completed and executed. The Bidders shall state in the form of the proposal, in word and figures, the price per unit or measure for each scheduled item of work for which he will agree to carry out the work, the products of the respective estimated quantities and the unit prices therefore, and the total price for the performance of the project obtained by summing the amounts of the bid items. All words and figures shall be typed or written (printed) in ink. For the purpose of comparison of the bids received by the Owner, the total price as correctly determined from the estimated quantities listed in the proposal and the prices per unit of measure bid respectively therefore, will be considered to be the amount bid for the project, and award will be made on the correct total price.

102.09 PROPOSAL BOND

ADD THE FOLLOWING TO THE FIRST PARAGRAPH:

The Proposal when submitted shall be accompanied by the two Proposal Guarantees as follows:

- A Certified Check or Cashiers Check made payable to the order of the Municipality(Chapter189 of the Laws of 1974, effected December 24, 1974), acceptable to the Municipality for a sum not less than ten percent (10%) of the Total Contract Price, except that the Amount in any case need not exceed \$20,000 and shall not be less than \$500.00.
- A Certificate from a surety company acceptable to the Municipality that such surety will provide the Bidder with a Performance Bond, as is required in these Specifications.
-

102.10 SUBMISSION OF THE BID

THE SECOND PARAGRAPH IS CHANGED TO:

The Bidder shall ensure delivery of its bid with all required components and attachments, including, but not limited to the following:

1. Schedule of Items.
2. Proposal Electronic Bidding File with Bidder's Certification.

3. For wholly State Funded contracts, acknowledgement of compliance with the registrations specified in 102.01.
4. Proposal Bond form.
5. Other related documents as specified in the Contract.
6. For Federal Aid Projects exceeding a bid amount of \$100,000 or more, Bidder shall certify to the Byrd Anti-Lobbying Act requirements under 31 USC 1352.
7. Certification of Non-Involvement in Prohibitive Activities in Russia or Belarus Pursuant to N.J.S.A. 52:32-60.1. In accordance with legislation, N.J.S.A. 52:32-60.1 enacted to require contractor on public works projects to sign a certification that they are not engaged in prohibited activities in Russia or Belarus except as permitted by federal law. If the Bidder certified that they engaged in activities prohibited by N.J.S.A. 52:32-60.1, the

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Bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after the certification, shall provide an updated certification. If the Bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the Department shall not award the Bidder any contracts, renew any contracts, and shall be required to terminate any contract(s) the person or entity holds with the Department that were issued on or after the effective date of N.J.S.A. 52:32- 60.1.

THE FOLLOWING IS ADDED AT THE END OF THE SUBSECTION:

By submitting its bid to the Department, the Bidder warrants that no person or selling agency has been employed or retained by the Bidder to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Bidder for the purpose of securing business, for the breach or violation of which warranty the Department shall have the right to annul

such Contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee as required by N.J.S.A. 52:34-15.

102.13.01 BIDDER PRE-AWARD REQUIREMENTS

A. Federal Aid Projects

This section intentionally left blank.

THE FOLLOWING IS ADDED IN PART B:

B. State Funded Projects

2. Compliance with N.J.S.A. 19:44A-20.13, *et seq.* The Department will verify the certification status of the bidder with the State Chapter 51 Review Unit. If the bidder is NOT within an approved 2 year period, then a completed and signed Two-Year Vendor Certification and Disclosure forms must be submitted to the Department.

PART C IS CHANGED TO:

C.

All Projects. Prior to the time of contract award:

1. Submit proof of business registration with the Division of Revenue and Enterprise Services in the New Jersey Department of Treasury as required by N.J.S.A. 52:32-44. Information on how a business can register and obtain proof of business registration can be accessed on the internet at www.nj.gov/njbgs.
2. On the Disclosure of Investment Activities in Iran (Form DC-16) provided by the Department, certify pursuant to N.J.S.A. 52:32-58, that neither the Bidder, nor one of its parents, subsidiaries, and affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Bidder is unable to certify, the Bidder shall provide a detailed and precise description of such activities to the Department.
THE FOLLOWING IS ADDED IN PART C:
3. 3. On the "Certification of Non-Debarment Form" provided by the Department, certify pursuant to N.J.S.A. 52:32-44.1, that neither the Bidder, nor its affiliates are debarred at the federal level from contracting with a federal government

agency. The Department shall not make, negotiate, or award a contract to any bidder that does not provide the above certification. Instructions on submitting the form may be found on the Department's Electronic Bidding website and the Department's website. In addition, all Bidders must register with the federal System for Award Management (SAM) prior to contract award. In order to comply with this requirement, Bidders must register in SAM at <https://www.sam.gov> and the Department will verify the successful Bidder's registration in SAM prior to contract award.

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102.15 DISQUALIFICATION OF BIDDERS

THE FOLLOWING IS ADDED TO THE SECOND PARAGRAPH:

16. If the bidder is Federally debarred pursuant to N.J.S.A. 52:32-44.1.

102.16 REJECTION OF ALL BIDS

THIS SUBSECTION IS CHANGED TO:

The Municipality reserves the right to reject any and all proposal as it is deemed to do so in the best interest of the Municipality.

SECTION 103 – AWARD AND EXECUTION OF CONTRACT

103.01 AWARD OF CONTRACT

THIS SUBSECTION IS CHANGED TO:

The Municipality will award a contract to the lowest responsible Bidder whose bid conforms in all respects to the requirements set forth in the Contract. The Municipality will award the Contract or reject all bids within 60 business days of receipt thereof.

103.04 EXECUTION OF THE CONTRACT

THE FIRST PARAGRAPH IS CHANGED TO:

Within 5 days of the date of Award or Conditional Award, the Bidder shall properly and duly execute the Contract and deliver to the Department the following:

1. If escrowing bid documents, the custody agreement as specified in [103.05](#).

2. Performance bond and payment bond as specified in [151.03.01](#).
3. Request for Authorization Form for the New Jersey Pollutant Discharge Elimination System 5G3 – Construction Activity Stormwater General Permit (NJG0088323) when required as shown on the Plans.
4. Proof of the registrations specified in [102.01](#) for the Department of Treasury and the Department of Labor.
5. If the case of non-resident Bidders, the completed form regarding “Appointment of Agent” for compliance with N.J.S.A. 14A:15-2, *et seq.*

ADD THE FOLLOWING:

Within 5 State business days of the date of Award or Conditional Award of the contract by the Municipality, the Bidder to whom the Contract has been awarded shall complete and deliver a Performance and Payment Bond.

The Performance and Payment Bonds shall be in the sum of not less than the Total Contract Price of the scope of work for the project. The Performance and Payment Bonds shall be maintained by the Contactor until project acceptance.

In the event of insolvency of the surety or if the Performance Bond and Payment Bond have not been properly authorized or issued by the surety company, the Contractor shall forthwith furnish and maintain as above provided, other surety satisfactory to the Municipality.

The cost of the Performance, Payment, and Maintenance bonds shall be included in all other items of the contract unless specific pay items have been provided for in the Proposal to cover such costs.

The Contracts shall be executed by the successful Bidder and returned, together with the Performance, Payment, and Maintenance Bonds within five (5) State business days of the date of Award or Conditional Award. The Contractor shall

proceed with the work under the executed contract(s). The Contracts are not effective until they are fully executed by the Municipality.

For every appropriate Public Works Contract which is subject to bidding in accordance with N.J.S.A. 40A:11-1, et seq., and which is undertaken by the Municipality, each successful Bidder and all levels of subcontractor, as a condition of being awarded a Contract or Subcontract, shall agree to enter into and abide by the provisions of a Project Agreement with applicable AFL-CIO Building Trade Council(s) which Agreement shall include a procedure for resolution of grievances and jurisdictional disputes and the elimination of strikes, work stoppages, and lockouts. Each successful Bidder and any all Subcontractor shall be bound by the provisions of the Project Agreement in the same manner as any other provisions of the Contract.

104.03.03 TYPES OF CHANGES

THIS SUBSECTION IS CHANGED TO:

SECTION 104 – SCOPE OF WORK

Differing Site Condition

The law defines “differing site conditions” as the physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.

- ▪If the contractor encounters differing site conditions during the progress of the contract work, the contractor must promptly provide written notification to the contracting unit of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.

- ▪Upon receipt of differing site conditions written notice or upon the contracting unit otherwise learning of differing site conditions, the contracting unit must promptly undertake an investigation to determine whether differing site conditions are present.

- ▪If the contracting unit determines that different site conditions may result in additional cost or delays, the contracting unit shall provide prompt

written notification to the contractor containing directions on how to proceed.

- ▪The contracting unit must make a fair and equitable adjustment to the contract price and contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the contractor.

- ▪If both parties agree to the contracting unit's investigation and directions decrease the contractor's costs or time, the contracting unit is entitled to fair and equitable downward adjustment to the contract and price.

- ▪If the contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the contracting unit must notify the contractor, in writing, and the contractor must resume performance of the contract, and be entitled to pursue a differing site conditions claim against the contracting unit for additional compensation or time attributable to the alleged differing site conditions.

- Contract execution by the contractor constitutes a representation that the contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.

Suspension of Work

- ▪The contracting unit must provide advance written notice to the contractor of any suspension of work lasting more than 10 calendar days of the performance of all or any portion of the work of the contract.

- ▪If the performance of all or any portion of the work of the contract is suspended by the contracting unit for more than 10 calendar days due to no fault of the contractor or as a consequence of an occurrence beyond the contracting unit's control, the contractor shall be entitled to compensation for any resultant delay to the project completion or additional contractor expenses, and to an extension of time, provided that, to the extent feasible, the contractor, within 10 calendar days following the conclusion of the suspension, notifies the

contracting unit, in writing, of the nature and extent of the suspension of work.

- The notice must include available supporting information, which information may thereafter be supplemented by the contractor as needed and as may be reasonably requested by the contracting unit.

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- Whenever a work suspension exceeds 60 days, upon seven days' written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.
- Upon receipt of the contractor's suspension of work notice, the contracting unit must promptly evaluate the contractor's notice and promptly advise, in writing, the contractor of its determination on how to proceed.
 - ▪If the contracting unit determines that the contractor is entitled to additional compensation or time, the contracting unit must make a fair and equitable upward adjustment to the contract price and contract completion date.
 - ▪If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall proceed with the performance of the contract work and is entitled to pursue a suspension of work claim against the contracting unit for additional compensation or time attributable to the suspension.
- Failure of the contractor to provide timely notice of a suspension of work will result in a waiver of a claim if the contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the contractor actually prejudiced the contracting unit's ability to adequately investigate and defend against the claim.

Change in Character of Work

The law defines "material change" as a character change which increases or decreases the contractor's cost of performing the work, increases or decreases the amount of time by which the contractor completes the work in relation to the contractually required completion date or both.

- ▪If the contractor believes that a change directive by the contracting unit results in a material change to the contract work, the contractor must notify the

contracting unit in writing. The contractor must continue to perform all work on the project that is not the subject of the notice.

- ▪Upon receipt of the contractor's change in character notice the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.

- ▪If the contracting unit determines that a change to the contractor's work caused or directed by the contracting unit materially changes the character of any aspect of the contract work, the contracting unit must make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its change in character, or as otherwise mutually agreed upon by the contractor and the contracting unit prior to the contractor performing the subject work.

- ▪If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor must continue the performance of all contract work and is entitled to pursue a claim against the contracting unit for additional compensation or time attributable to the alleged material change.
Change in Quantity
The law defines "bid proposal quantity" as the quantity indicated in the bid proposal less the quantities designated in the project plans as "if and where directed."
 - Contracting unit may increase or decrease the quantity of work to be performed by the contractor. ▪

- If the quantity of a pay item:
 - Is cumulatively increased or decreased by 20% or less from the bid proposal quantity, the quantity change is considered a minor change in quantity.

 - The contracting unit must make payment for the quantity of the pay item performed at the bid price for the pay item.

- Is cumulatively increased or decreased by more than 20% from the bid proposal quantity, the quantity change is considered a major change in quantity.
- For major increase:
 - The contracting unit or the contractor may request to renegotiate the price for the quantity in excess of 120% of the bid proposal.
 - If mutual agreement cannot be reached the contracting unit must pay the actual cost plus an additional 10% for overhead and additional 10% for profit.
 - For major decrease:
 - The contracting unit or the contractor may request to renegotiate the price for the quantity of work performed.

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- If mutual agreement cannot be reached the contracting unit must pay the actual cost plus an additional 10% for overhead and additional 10% for profit. Provided that the contracting unit does not make a payment in an amount that exceeds 80% of the value of the bid price multiplied by the bid proposal quantity.

SECTION 105 – CONTROL OF WORK 105.01 AUTHORITY OF THE DEPARTMENT

105.01.01 RE

REVISE THE SECOND PARAGRAPH TO:

Unless otherwise specified, send correspondence with the Department to the RE. Where correspondence is specified to be directed to persons other than the RE, send a copy to the RE. Ensure that correspondence complies with the following:

1. Assign every correspondence sent to the Department a unique correspondence serial number in the subject line, numbered sequentially beginning with Contractor Correspondence No. 1.
2. If the correspondence includes a request for information or asks for an interpretation of the Contract, also assign a unique RFI serial number in the

subject line numbered sequentially beginning with RFI-1.

3. If the correspondence constitutes a notice of change, assign a unique change notice serial number in the subject line numbered sequentially beginning with Change Notice No. 1. For subsequent correspondence referring to a change notice or to the events that are the subject of a previous change notice, refer in the subject line to the original change notice number.

105.03 CONFORMITY WITH THE CONTRACT

REVISE THE FIRST SENTENCE OF THE FIRST PARAGRAPH TO: In the event the Contractor discovers a discrepancy, error, omission, or ambiguity in the Contract, or if the Contractor has any doubt or question as to the intent or meaning of the Contract, the Contractor must immediately notify the RE at the time of the Pre-Construction conference but no later than commencing work.

REVISE THE FOURTH SENTENCE OF THE SIXTH PARAGRAPH TO: If the Department loses funding for the nonconforming work, on the basis of permitting nonconforming work to remain, the Department will not pay for the work permitted to remain in place.

105.04 PLANS AND SPECIFICATIONS

ADD THE FOLLOWING:

Contract documents will be furnished upon request at the advertised cost of the proposal. After Award and Execution of the Contract, the Contractor may request up to three sets of documents at no charge.

The "Standard Specifications" used for this contract may be obtained from the New Jersey Department of Transportation, Engineering Documents Unit E & O Building, 1st Floor, 1035 Parkway Avenue, PO Box 600, Trenton, NJ 08625 telephone no. 609-530-5587 or at no cost electronically at the website <http://www.state.nj.us/transportation>.

COOPERATION WITH OTHERS

THIS SUBSECTION IS SUPPLEMENTED AS FOLLOWS:

The Contractor shall be conclusively presumed to be acquainted with all existing conditions and to guarantee that all work materials and equipment shall, upon final completion of the Work, be turned over to the Owner in a complete and perfect condition. The Contractor shall be responsible for the proper care, maintenance and protection of all work, materials and equipment, until the entire Contract is completed and all work, materials, and equipment are found in good condition and accepted. The Contractor shall be responsible for the entire Work until completed and accepted by the Engineer and the Owner.

The Contractor shall, at all times, provide the Owner, the Engineer, assistants and inspectors under him, and all state and federal agencies having jurisdiction, with necessary facilities for determining both on the work and at the places of manufacture, that all work being performed and all materials and equipment being manufactured are strictly in accordance with the Contract Documents. A seven day notification in writing, stipulating the time and place where the manufacturing is to be done, shall be given the Engineer prior to the commencement of manufacture of any materials and equipment, in order that a representative of the Owner may be present, if so desired, to observe and inspect the operations.

Until acceptance of the Work by the Owner, the Contractor shall be responsible for all damage to the Work, including action of the elements and all other causes. The Contractor shall continuously and adequately protect the Work against damage from any cause.

If proper provision for the carrying out of this stipulation is not made, then the Contractor shall be held responsible for the execution of such orders and instructions as the Engineer may deem necessary to given to any foremen or other employee about the Work, and the engineer may order the Work stopped until a duly authorized representative of the Contractor appears and receives his instructions. No claim for damages or any extension of time in which to complete the Work by reason of such delay will be allowed the Contractor.

Whenever the Engineer informs the Contractor or his representatives in charge that any man on the Work is incompetent or disorderly, or is working contrary to the Specifications or the instructions of the Engineer, or that the Engineer knows that the man has been incompetent or disorderly on this or any previous work, or is objectionable, that man shall thereupon be immediately dismissed from the job and shall not be given employment on any work connected with the Contract.

105.07 COOPERATION WITH UTILITIES

ADD THE FOLLOWING:

The Contractor shall provide the R.E. with emergency telephone numbers for the designated Superintendent and his alternate(s) for use in the event of any emergency identified at the Project site by the R.E., local police, or local municipality, which may arise on the Project site during non-working hours. If the R.E. cannot contact the Contractor or his designee, or the Contractor does not arrive on the Project site within **2 hours** of telephone notification by the Municipality, the Municipality reserves the right to take corrective action deemed necessary by the R.E. to remedy emergency conditions or situations. The Contractor shall pay the Municipality liquidated damages in the amount of **\$350.00** for each incident plus all costs incurred used to respond to the emergency. The Municipality will recover these costs by deducting the amount from any monies due the Contractor, or his surety.

105.07.01 Work in the Vicinity of Utilities

ADD THE FOLLOWING:

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A. Initial Notice

The following providers are known to have utility services on the project:

1. **Public Service - Gas Company** Bruce Broskie, Layout Supervisor Public Service Electric & Gas 240 Kuller Road

Clifton, NJ 07011

973-365-5332

2. PSEG – Electric

Electric Business Unit

Palisades Division, Distribution Systems Electric Business Unit

325 County Avenue

Secaucus, NJ 07094

4. Verizon Carlos Cruz

114 Paterson Street, Floor 3 Paterson, NJ 07501

5. Cablevision of New Jersey, Inc. Dennis Haney

40 Potash Road Oakland, NJ 07436

201-330-6523

973-925-2056

201-569-3720

5. Borough of Haworth Police Department

Chief Michael Gracey
380 Haworth Avenue
Haworth, NJ 07642 201- 384-1900

**6. Haworth Department of Public Works
Tommy Runge, DPW Superintendent**

7. Veolia – Water Supply

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It is also agreed that the Contractor has considered in the Bid Proposal allowances for the fact that additional compensation will not be made for any delays, inconveniences, or damages sustained by the Contractor due to any interference from utility providers or operations in moving or failure to move utility facilities. Furthermore, the Contractor will not receive any additional; compensation for the utility work to be performed by the Contractor's forces, or be reimbursed for changes by the utility providers for the relocation/de-energization work. The costs for all utility work are included in the various bid items in the Bidder's proposal.

SECTION 106 – CONTROL OF MATERIAL

THE SECTION HEADING IS CHANGED TO:

SECTION 106 – CONTROL OF MATERIAL AND EQUIPMENT

106.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS

THE FIRST PARAGRAPH IS CHANGED TO:

Ensure that materials furnished for the Project are new, unless otherwise specified in the Contract. Comply with 2 CFR 200.323 – Procurement of recovered materials, ensuring that materials furnished for the Project contain, “the highest percentage of

recovered materials practicable,” where the purchase price of the covered item listed exceeds \$10,000. Use materials that conform to the requirements of the Contract. When required by the Contract, use only products and suppliers listed on the QPL. Use sources of materials that have been approved by the Department on a Materials Questionnaire as specified in 106.04.

THE FOLLOWING IS ADDED TO THE END OF THE SUBSECTION:

For telecommunication and video surveillance services or equipment a certification is required to confirm that the telecommunication and video surveillance services or equipment are not from companies as listed in 2 CFR 200.216. Ensure that the certification includes the statement that all telecommunication and video surveillance services or equipment proposed in this project are not produced by companies as listed in 2 CFR 200.216.

106.03 FOREIGN MATERIALS

THE SUBSECTION HEADING IS CHANGED TO:

106.03 FOREIGN MATERIALS AND EQUIPMENT 1. Wholly State Funded Projects

THE ENTIRE TEXT IS CHANGED TO:

Due to the requirements of MAP-21 (Moving Ahead for Progress in the 21st Century Act), comply with the Federal Aid Project requirements specified under Subpart 2.

2. Federal Aid Projects.

THE FOLLOWING IS ADDED:

Comply with the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, which includes the Build America, Buy America Act (“the Act”). Pub. L. No. 117-58, §§ 70901-52. Comply with IIJA’s three categories: iron and steel, manufactured products, and construction materials:

a. Ensure all iron and steel used in the project are produced in the United States. Ensure all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

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- Ensure all manufactured products as defined by IIJA are exempted from the Buy America requirements pursuant to 48 FR 50399 (1983) which excludes

manufactured products from 23 CFR 635.410.

- Ensure all construction materials are manufactured in and manufacturing processes occurred in the United States. Construction materials includes an article, material, or supply - other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives – that is or consists primarily of non-ferrous metals, plastic and polymer-based products (including PVC, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber or drywall. Items that consist of two or more of the listed materials that have been combined through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials.

107.03 AFFIRMATIVE ACTION, DISADVANTAGED BUSINESS ENTERPRISES, OR EMERGING SMALL BUSINESS ENTERPRISES, AND SMALL BUSINESS ENTERPRISES

ADD THE FOLLOWING:

The parties to this Contract agree to incorporate into the is Contact mandatory language of Subsection 3.4 (a) of the regulations promulgated by the Treasures pursuant to P.L. 1975 c.127 as amended and supplemented from time to time and the obligations of said Subsection 3.4(a) provided that said Subsection shall be applied subject to the terms of Subsection 3.4(d) of said regulations. The Parties to the parties agree to incorporate into this Contract the mandatory language of Subsection 7.4 (a) and (b) of the regulations promulgated by the Treasurer pursuant to P.L. 1075 c. 127 as amended and supplemented from time to time and the Contractor or Subcontractor agrees to fully comply with the terms, provisions, and obligations of Subsection 7.4 (a) and (b).

If the Contractor submits to the Owner appropriate evidence that the contractor is operating under an existing Federally- approved or -sanctioned Affirmative Action program, during the performance of this Contract, the Contractor agrees to the following:

- (a) The Contractor or Subcontractor where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, nation origin, ancestry, marital status, or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates or pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer, setting forth provisions of this non-discrimination clause.

- (b) The Contractor or Subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, or sex.

- (c) The Contractor or Subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contact or understanding, a notice, to be provided by the Public Agency Compliance 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.

SECTION 108 – PROSECUTION AND COMPLETION

108.01 SUBCONTRACTING

1. Values and Quantities.

1. There are no Specialty Items in this Project. The work to complete a traffic signal installation, if included in the Project, composed of an underground and above ground system as described in these Specifications is hereby by classified as a "Specialty Item." All work to perform construction on such signal shall be completed under the direction of a qualified, licensed and insured electrician.

ADD THE FOLLOWING:

1. No Contractor shall list a Subcontractor in a bid proposal for this contract unless the Subcontractor is registered pursuant to P.L. 1999, c. 238 at the time such bid is submitted. No Contractor or Subcontractor, including a Subcontractor not listed in the Bid Proposal shall engage in the performance of any public works subject to the Contract, unless the Contractor or Subcontractor is registered pursuant to this Act;
2. The Contractor is responsible for gathering every party's paperwork;
3. Each Contractor shall, after submission of bids and prior to the award of the Contract, submit to the public entity the Certificate of registration for all Subcontractors listed in the Bid Proposal. Applications for registration shall not be accepted as a substitute for a Certificate of registration for the purpose of this Section.

108.02 COMMENCEMENT OF WORK

CHANGE THE 5TH PARAGRAPH TO READ AS FOLLOWS:

The RE shall issue a "Notice to Proceed" after execution of the Contracts by the Municipality which shall constitute the Contractor's authority to enter upon the site and commence work. Construction operations shall commence within five (5) days of the date of the Notice to Proceed after all written notices have been issued by the Contractor to all public agencies having jurisdiction over the project i.e. NJDEP, DCA, NJDOT, the County Soil Conservation District, the local municipality, adjacent property owners (see below), pursuant to permits and certifications issued for the Project. Said 10th day or the day construction operations commence, whichever comes first, shall constitute the first day of the contract period.

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Failure of the Contractor to begin construction operations within 5 days of the Notice to Proceed for any reason shall constitute a Contractor delay. Failure to begin construction operations within 10 days shall constitute a default for which the County may take whatever action it deems appropriate in the best interests of the public.

ADD THE FOLLOWING:

The Contractor shall provide the RE at least 72-hour notice in writing of the intention to start construction operations.

The Contractor shall give written notice to all landowners, commercial establishments, and adjacent residents of the project area 72-hour notice of the commencement of construction operations. Copies of such notices shall be provided to the RE simultaneously with the delivery of same to affected property owners and

establishments. The Contractor shall give affected property owners at least one week advance written notice of the intention to removed trees, shrubs, irrigations systems, signs, mailboxes, etc.

108.05.02 Safety Program

ADD THE FOLLOWING:

The Contactor shall make available to the Contractor's employees, Subcontractors, the R.E., and the public, all information pursuant to OSHA 29 CFR Part 1926.59 of the Hazard Communication Standard 29 CFR 1910.1200 and shall also maintain a file on each jobsite containing all Material Safety Data Sheets (MSDS) for products in use at the project. These MSDS shall be made available for the R.E. upon request.

108.10 CONTRACT TIME

A. Complete all work required for Substantial Completion by May 13, 2026. Commencement of the Contract Period shall be as described under Section 108.02 "Commencements of Work."

108.11.01 Extensions to Contract Time

108.11.01.A

REVISE THE SECOND PARAGRAPH TO:

The Department will not extend Contract Time due to Extra Work or other type of delay unless an approved progress schedule and updates are current as specified in 153.03. The Department will not make payment for delay damages, unless an approved progress schedule and updates are current as specified in 153.03.

108.14 DEFAULT AND TERMINATION OF CONTRACTOR'S RIGHT TO PROCEED

LIST (1) OF THE FIRST PARAGRAPH IS CHANGED TO:

1. Fails to begin construction operations within **30 days** of execution of the Contract.

108.19 COMPLETION AND ACCEPTANCE

THE FOLLOWING IS ADDED:

No Incentive Payment for Early Completion is specified for this project.

108.20 LIQUIDATED DAMAGES

Liquidated damages are as follows:

For each day that the Contractor fails to achieve Completion as specified in Subpart A of Subsection 108.10 of these

Special Provisions, the Owner will assess liquidated damages in the amount of **\$350.00**. THE FOLLOWING IS ADDED:

When the Contractor may be subjected to more than one rate of liquidated damages established in this Section, the Owner will assess liquidated damages at the higher rate.

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108.21 WARRANTIES

The Contractor agrees to make all repairs on said work described in these specifications for a period of **24 months** after the date of completion and acceptance by the RE. The Contractor also agrees that the municipality is authorized to make the aforesaid needed repairs if within five days after the mailing of a notice in writing to the Contractor, or his agent, he neglects to do so. However, in the case of emergency, where in the opinion of the Engineer, delay would cause serious loss or damage, then the Municipality may make the repairs without previous notice at the Contractor's expense.

For this purpose, the Contractor agrees that the municipality may retain **TEN (10%) PERCENT** of the final contract amount for a **TWO-YEAR** period from the date of completion. A **20% two-year maintenance bond** in the form approved by the governing body may be accepted at the governing body's discretion in lieu of the 10% retainage.

The repairs required to be made by the Contractor shall extend only to make good any inherent defects which become manifested in the materials and workmanship under ordinary conditions, and shall not be held to cover any breakage or damage caused by improper use or by accident resulting from circumstances over which the Contractor has no control. Soil erosion control measures will be included under the maintenance period.

SECTION 109 – MEASUREMENT AND PAYMENT 109.01 MEASUREMENT OF QUANTITIES

THE FOLLOWING IS ADDED:

All contract items shall be paid for the actual quantity measured in the field by the Engineer. If additional measurements are requested by the Contractor, or if the Contractor fails to assist or be present while measurements are being taken by the Engineer, the Contractor will be charged for re-measurements made by the Engineer if requested by the Contractor.

All items paid on a unit basis shall be measured in-place for payment regardless of the quantity listed in the Bidder's proposal.

109.02 SCOPE OF PAYMENT

THE THIRD SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

The Owner will not make additional or separate payment for work or portion of work unless specifically provided for in the "Measurement and Payment" Subsection.

109.05 ESTIMATES

CHANGE THE 8TH PARAGRAPH (REGARDING PAYMENT REDUCTIONS) TO READ AS FOLLOWS:

Monthly certifications will be made of the approximate quantities of work done during the preceding month and payments on account therefore will be made based on the prices bid in the Proposal and stipulated in supplementary agreements, if any, except as follows:

An amount equivalent to two percent (2%) of the amount due of the total adjusted contract price will be deducted and retained by the **Municipality** from each monthly estimate pending final completion of the project for projects equal to or **over** \$100,000 in value. An amount equivalent to ten percent (10%) of the amount due of the total adjusted contract price will be deducted and retained by the **Municipality** from each monthly estimate pending final completion of the project for projects under \$100,000 in value

An amount equivalent to ten percent (10%) of the total adjusted contract price will be deducted and retained by the **Municipality** AT THE COMPLETION of the project.

109.06 MATERIALS PAYMENTS AND STORAGE

ADD THE FOLLOWING SENTENCE TO THE FIRST PARAGRAPH:

The Owner is under no obligation to pay for any stored materials, and may deny all requests by the Contractor for same without reason or cause.

109.09 FINAL PAYMENT AND CLAIMS

REVISE THE FOURTH PARAGRAPH TO THE FOLLOWING:

Include in the release the specific monetary amounts and the specific nature of the claims being reserved. Failure to state specific monetary amounts and the specific nature of the claim shall result in a waiver of such claims. The Contractor may reserve only those claims properly filed with the Department and not previously resolved. The Contractor waives all claims for which the required notice has not been filed with the Department.

109.10 CONTRACTOR'S COMPLIANCE

THIS HEADING IS CHANGED TO:

109.10 CONTRACTOR'S COMPLIANCE WITH NJSA 34:11-56A *et seq.* DIVISION 150 – CONTRACT REQUIREMENTS

SECTION 152 – INSURANCE 152.03.03 Owner's and Contractor's Protective Liability Insurance

All insurance shall be procured from insurers authorized to do business in New Jersey. The Contractor shall require all subcontractors to carry the insurance required herein, and contractors may, at their option, provide the coverage for any or all subcontractors, and, if so, the evidence of insurance submitted shall so stipulate. In no event shall work be performed until the required certificate(s) of insurance have been furnished. If the insurance provided is not in compliance with the requirements listed below, the **Municipality** or its duly authorized representatives maintain the right to stop work on the Project until proper evidence is provided.

The Contractor shall maintain during the life of the contract, insurance policies of the type and with the minimum limits indicated below and in a form satisfactory to the municipality. The Contractor shall provide a certified copy of the policies and/or certificates of insurance prior to the commencement of work.

A. Policy and Limit Guidelines as follows:

1. **Workers' Compensation Insurance.** The Contractor shall procure and maintain Workers' Compensation coverage. Such policy must comply with the requirements of New Jersey Statutes covering all employees of the Contractor. Employer's Liability coverage with limits of liability of not less than

\$500,000.00 per each accident or illness shall be included, as well as USL&H and Jones Act coverage where applicable.

2. Commercial General Liability insurance coverage, written on an occurrence basis, and must not be altered by any endorsements limiting coverage. Limits of liability **shall not be less than** the following:

ADD THE FOLLOWING:

\$2,000,000 \$2,000,000 \$1,000,000 \$1,000,000

General Aggregate per location/per job

Products/Completed Operations

Personal Injury and Advertising Injury Limit

Each Occurrence Combined Single Limit for Bodily Injury and Property Damage

The coverage shall include:

- a) Premises/Operations
- b) Elevators
- c) Independent Contractors
- d) Contractual liability covering liability assumed under the indemnification provision contained in this Agreement and deleting any third party beneficiary exclusion. S-19
- e) Broad form property damage liability including completed operations.
- f) Coverage for liability arising from explosion, collapse and underground damage, if blasting or excavation is to be done.
- g) Personal injury coverage, including coverage for liability arising from false arrest, malicious

prosecution, willful detention, libel, slander, defamation of character, invasion of privacy and wrongful egress or entry.

- h) Products and completed operations for a period of two (2) years from substantial completion.
 - i) Limited Pollution Cleanup at a limit of \$100,000 for construction project over \$500,000.
3. Comprehensive Automobile Liability insurance covering the use of all owned, non-owned, hired or leased automobiles with limits of liability not less than \$1,000,000 combined single limit for bodily injury and property damage. Coverage should include uninsured and underinsured motorist at limits no less than the minimum statutory limits.
 4. Owners Protective Liability policy (OCP) with minimum limits of \$1,000,000. The policy "Name Insured" would be the Municipality as Owner and the Municipal Engineer, his agents and employees. The policy would also show the Contractor as "Designated Contractor". This policy will protect the Named Insured (Owner) for negligent acts of the Designated Contractor (Contractor).
 5. Umbrella Liability insurance policy written on an occurrence basis with a minimum combined single limit of "see below" as "Follow Form" excess of the Contractor's Employer's Liability, Commercial General Liability and Comprehensive Automobile Liability insurance policies required herein. Coverage to include on site limited pollution. The OCP policy is required in Item #4 should be an underlying policy.

Project Cost

\$50,000 and Below

Over \$50,000 to \$500,000 Over \$500,000 to \$1,000,000 Over \$1,000,000

B. Additional Requirements as follows:

Umbrella Limit

\$1,000,000 \$3,000,000 \$5,000,000 \$10,000,000

1. Certified copies of all insurance policies provided above or certificates thereof satisfactory to the Municipality shall be furnished forthwith. Each such policy or certificate shall contain a provision that it is not subject to change, cancellation or non-renewal unless 30 days prior written notice via certified mail/return receipt shall have been given to the Municipality by the Contractor's Insurer. These must be received 30 days prior to commencement of work.
2. The Contractor agrees that it will defend, indemnify and save harmless the Municipality, its officers, agents and employees from and all liability, suits, actions, and demands and all damages, costs or fees on account of injuries to persons or property, including accidental death, arising out of or in connection with the work, or by reason of the operations under this agreement.
3. All insurance purchased and maintained by the Contractor shall designate the Municipality, their officers, officials, agents, employees, consultants as additional insureds.
4. Except as modified by the Municipality in writing, the insurance requirements herein shall also apply to Sub- Subcontractors and to the Subcontractors and the Contractor will be responsible for supervision of the filing of certified copies of the insurance policies and/or insurance certificates prior to any Subcontractor commencing work on the project.
5. The Municipality shall maintain Property insurance upon the entire work at the site. The insurance shall insure against the perils as provided by the Bergen JIF and its excess insurer.
6. The Municipality and Contractor waive all rights against (1) each other and the Subcontractors, Sub- Subcontractors agents and employees of each of the other, and (2) the architect and separate Contractors, if any, and their Subcontractors, Sub-Subcontractors, agents and employees for damages caused by fire or other

perils to the extent covered by insurance obtained pursuant to Paragraph 5 or any other property insurance applicable to the work except such rights as they may have to the proceeds of such insurance held by the Municipality. The Municipality or the Contractor, as appropriate, shall require by the architect, separate Contractors, Subcontractors, and Sub-Subcontractors by appropriate agreements, written where legally required for validity, similar waivers, each in favor of all parties enumerated in the Subparagraph 6.

7. All insurance coverage evidence by the Contractor in accordance with this contract shall be from A.M. Best's rated A-X or better Insurance Company licensed to do business in the State of New Jersey.

8. All proof of insurance submitted to the Municipality shall clearly set forth all exclusions and deductible clauses. The Municipality will allow certain deductible clauses which are not considered excessive, overly broad, or harmful to the interest of the Municipality. Standard exclusions will be allowed provided they are not inconsistent with the requirements of this subsection allowance of any additional exclusions. This will be at the discretion of the Municipality. Regardless of the allowance of exclusions or deductions by the Municipality, the Contractor shall be responsible for the deductible limit of this policy and all exclusions consistent with the risks he assumes under this contract and as imposed by law.

In the event that the Contractor provides evidence of insurance in the form of certificates of insurance, valid for a period of time less than the period during which the Contractor is required by the terms of this contract to maintain insurance, said certificates are acceptable, but the Contractor shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance so that the Municipality is continuously in possession of evidence of the Contractor's insurance in accordance with the foregoing provisions.

In the event the Contractor fails or refuses to renew its insurance policy, or the policy is canceled, terminated, or modified so that the insurance does not meet the requirements of this subsection, the Municipality may refuse to make payment of any further moneys due under this contract or refuse to make payment of moneys due or coming due under other contracts between the Contractor's insurance for the periods and amounts referred to above. Alternately, the Municipality may default the Contractor and direct the surety to complete the project. During any period when the

required insurance is not in effect, the Municipality may suspend performance of the contract. If the contract is so suspended, additional compensation or extension of contract time is not due on account thereof.

SECTION 157 – CONSTRUCTION LAYOUT AND MONUMENTS

157.04 MEASURE AND PAYMENT

ADD THE FOLLOWING:

Construction Layout shall be included in the various items of the contract and shall not be measured for payment.

SECTION 161 – FINAL CLEANUP 161.04 MEASURE AND PAYMENT

ADD THE FOLLOWING:

No payment will be made for the item Final Cleanup, the cost of which shall be included in all other Pay Items in the Proposal.

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DIVISION 600 – MISCELLANEOUS CONSTRUCTION

SECTION 670 – POOL PAINTING

670.01 DESCRIPTION

This Section includes the requirements for washing, repairs and painting the pools.

670.02 MATERIALS

Washing of the pools must be completed with the use of muriatic acid and washed down with water.

All pool cracks to be sealed with cement or caulking with primer paint applied after drying.

Pool paint (including racing stripes) to be Miazon Deluxe Semi-Gloss Acrylic Pool Coating or approved equal.

615.03 CONSTRUCTION

All work to be completed on two (2) pools, the Back Pool and the Front Pool. The kiddie pool is not included. The contractor will complete the following to each pool:

1. Remove all water and debris from the pools and control hydrostatic water pressure for the duration of repainting. The Contractor to supply all necessary

pumps and related equipment required preventing ground water from accumulating in the pools.

2. Pools to be pressure washed with muriatic acid and then washed down with water.
3. Masonry cracks to be repaired with cement or caulking. Repair all cracks in pool floors and walls with non-shrinking hydraulic cement, patching to be flush with existing concrete surface and to be tooled as close as mechanically possible to the existing surface texture.
4. Re-caulk all existing vertical joint material with new polyurethane joint filler. Apply to all open joints in pool walls.
5. All loose, flaking or peeling paint to be scraped and removed.
6. All repair areas to be treated with paint primer.
7. Application of one (1) coat of pool coating.
8. Application of racing stripes, depth designations and pool safety signage (No Diving, etc.)

670.04 Measurement and Payment

The following pay item is added:

<i>Item</i>	<i>Pay Unit</i>
POOL PREPARATION (EMPTY AND WASH)	L.S.
POOL REPAIR AND PAINT SCRAPING	L.S.
POOL PAINTING INCLUDING RACING STRIPES	L.S.

All items to include the lump sum cost for all required improvements. The pools are open for inspection. Contact the Haworth Department of Public Works at 201-384-1037 for access.

