

**CITY OF VINELAND
VINELAND, NEW JERSEY**

SPECIFICATIONS

FOR

**PRIMARY CIRCUIT CONSTRUCTION FOR LANDFILL SOLAR
PROJECT**

COV BID # 2025-20

BID OPENING: THURSDAY, JULY 10, 2025
PREVAILING TIME: 2:00 P.M.

**DEPARTMENT OF FINANCE
DIVISION OF PURCHASING
640 E WOOD STREET
P.O. BOX 1508
VINELAND, NJ 08362-1508**

**Jeanine N. Meneghetti, QPA
Purchasing Agent
(856) 794-4040 Phone
(856) 405-4605 Facsimile
jmeneghetti@vinelandcity.org**



640 E. WOOD STREET
P.O. BOX 1508
VINELAND, NJ 08362-1508

DEPARTMENT OF FINANCE
DIVISION OF PURCHASING
JEANINE N. MENEGHETTI, QPA
PURCHASING AGENT

PHONE: (856) 794-4040
FAX: (856) 405-4605

NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Agent of the City of Vineland on Thursday, July 10, 2025 at 2:00 p.m. prevailing time in the Purchasing Department, 5th Fl., City Hall, 640 E. Wood Street, Vineland, New Jersey 08360, at which time and place bids will be opened and read in public for the furnishing of:

COV BID 2025-20 PRIMARY CIRCUIT CONSTRUCTION FOR LANDFILL SOLAR PROJECT

A pre-bid meeting and walk through will be held on Wednesday, June 25, 2025 at 10:00am- 57 W. Park Avenue, Vineland, NJ 08360 in the Board Conference Room.

Bid must be submitted in **duplicate** and shall be enclosed in an opaque sealed envelope, addressed to "Division of Purchasing, c/o City Clerk, City of Vineland, 640 E. Wood Street, PO Box 1508, Vineland, NJ 08362-1508"

Bidders shall comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17-27 et seq.

You must submit paper documents as your bid package. We cannot accept electronic copies. The documents to be submitted start with the Check List. **(PLEASE DO NOT SUBMIT THE SPECIFICATIONS WITH YOUR BID PACKAGE.)** **Original signatures must be on one document.** (Please use **blue** ink for the signatures.) The duplicate can be a photocopy.

If you have any questions, please contact the Purchasing Agent at the above number or email PurchasingOffice@vinelandcity.org

**DO NOT STAPLE DOCUMENTS
NO DOUBLE SIDED COPIES**

**CITY OF VINELAND
GENERAL INSTRUCTIONS
(CONSTRUCTION)**

I. SUBMISSION OF BIDS

- A. Sealed bids shall be received in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B. Each bid shall be submitted on the proposal form attached and shall be submitted in a clearly marked sealed envelope addressed to:

If delivered:

**DIVISION OF PURCHASING
640 E. WOOD STREET
5TH FLOOR
VINELAND NJ 08360**

If mailed:

**DIVISION OF PURCHASING
640 E. WOOD STREET 5TH FL
PO BOX 1508
VINELAND NJ 08362-1508**

* Do not use PO Box on Overnight Delivery Services, i.e. (Fed-Ex)

Bidder's name, address, bid category, and due date must appear on the outside of the BID ENVELOPE containing the bid.

- C. Sealed bids will be received by the Purchasing Agent or designated representative, at the time and location as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- D. It is the bidder's responsibility to see that bids are presented to the Purchasing Agent on the hour **and at the place designated. Bids may be hand delivered or mailed; however, the City disclaims any** responsibility for bids forwarded by regular or express mail. If the bid is sent by express mail service, the designation in sub-section B, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened. The City of Vineland shall not be responsible for late postal or overnight delivery, nor shall postmark dates or overnight dates be considered in honoring of bids. The City of Vineland shall not be responsible for bidder's hand delivering bids who arrive late or to the wrong location.
- E. Sealed bids forwarded to the City before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the City. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.

- G. Bids will be received only on the bidding forms attached to this specification or a true copy thereof with all notations to be done in ink or typed and signatures must be done in ink. **ONLY ORIGINAL SIGNATURES ON ALL DOCUMENTS WILL BE ACCEPTED. RUBBER STAMPS, COMPUTER GENERATED SIGNATURES, COPIER GENERATED SIGNATURES, OR ANY OTHER ARTIFICIAL SIGNATURES SHALL NOT BE ACCEPTABLE AND SHALL BE REASON FOR REJECTION.** City of Vineland will not be held responsible for any erroneous pages or pages missing from this bid document if it is obtained from a source other than the Purchasing Department of the City of Vineland. City of Vineland will not be held responsible if bidders (vendors) fail to receive any updates or addenda to the specification, if they haven't contacted the Purchasing Department.
- H. Each bid proposal form must give the full business address, business phone, fax, the contact person of the bidder, and be signed by an authorized representative as follows:
- Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
 - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - Bids by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- I. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:
- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - Bidder should consult the statutes or legal counsel for further information.
- J. Potential bidders are hereby cautioned that they are bidding at their own risk and that the specifications/bid packages may or may not be complete if the specifications/bid packages were provided by a third party supplier.
- The City shall not be responsible for third party supplied specifications/bid packages.
- K. The City reserves the right to reject individual and/or all bids in accordance with law.
- L. Any prospective bidder who wishes to challenge a bid specification shall file such challenge in writing with the Purchasing Agent no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract; N.J.S.A. 40A: 11-13 (e).
- M. Contracts shall be awarded to the lowest responsive and responsible bidder. City Council reserves the right to reject any and all bids and to waive minor discrepancies therein. City Council also reserves the right to split bids, award individual items, or to award groups of items and categories of items.
- N. Questions concerning this bid shall be directed in writing to the Division of Purchasing, Attention: Jeanine N. Meneghetti, Purchasing Agent, either by facsimile at (856) 405-4605 or by email at PurchasingOffice@vinelandcity.org Last day for questions is noon Friday, June 27, 2025.

II. BID SECURITY AND BONDING REQUIREMENTS

The following provisions if indicated by an (X), shall be applicable to this bid and be made a part of the bid documents:

☒ X

A. BID GUARANTEE

Bidder shall submit with the bid a certified check, cashier's check or a bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the City.

When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the City.

The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted.

The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

Failure to submit a bid guarantee shall result in rejection of the bid.

☒ X

B. CONSENT OF SURETY

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the City stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

Failure to submit a consent of surety shall result in rejection of the bid.

☒ X

C. PERFORMANCE BOND

Successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5.

Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.

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D. LABOR AND MATERIAL (PAYMENT) BOND

Bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

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E. MAINTENANCE BOND

Upon acceptance of the work by the City, the contractor shall submit a maintenance bond (N.J.S.A. 40A:11-16.3) in an amount not to exceed **100%** of the project costs guaranteeing against defective quality of work or materials for the period of:

_____ 1 year
_____ 2 years

III. INTERPRETATION AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the City. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Purchasing Agent. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the City of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.
- C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the Purchasing Agent. In order to be given consideration, a written request must be received at least ten (10) business days prior to the date fixed for the opening of the bid for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder in the bid. The City's interpretations or corrections thereof shall be final.

When issuing addenda, the City shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package pursuant to N.J.S.A. 40A:11-23c.1.

D. Discrepancies in Bids

1. Ditto marks are not considered writing or printing and shall not be used.
2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the City of the extended totals shall govern.

E. Pre-Bid Conference

If stated in the Notice to Bidders:

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A Pre-Bid Conference is not required for this bid.

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A non-mandatory pre-bid conference for this proposal will be held on Wednesday, June 25, 2025, 10:00 am at 57 West Park Avenue, Vineland, NJ 08360 in the Board Conference Room. Attendance is not mandatory but is strongly recommended. Failure to attend does not relieve the bidder of any obligations or requirements. A site visit will immediately follow the pre-bid.

IV. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.
- C. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The City reserves the right to evaluate the equivalency of the goods and services.
- D. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the City harmless from any damages resulting from such infringement.
- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
- F. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

V. INSURANCE AND INDEMNIFICATION

The insurance documents as listed below shall include but are not limited to the following coverage's. (where insurance requirements are listed under other sections of these specifications, the higher limits will prevail.)

A. INSURANCE REQUIREMENTS

1. Worker's Compensation Insurance

Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Statutory Limit for Workers' Compensation and \$500,000 for Employer's Liability.

2. General Liability Insurance

General liability insurance shall be provided with limits of not less than \$1,000,000 any one person/any one accident for bodily injury and property damage and \$3,000,000 aggregate, and shall be maintained in full force during the life of the contract.

3. Automobile Liability Insurance

Automobile liability insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000 any one person / any one accident for bodily injury and property damage, and shall be maintained in full force during the life of the contract.

4. Other Forms of Insurance Required

B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the City of Vineland as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the City of Vineland as an additional insured.

C. INDEMNIFICATION

Bidder shall indemnify and hold harmless the City of Vineland from all claims, suits or actions, and damages or costs of every name and description to which the City of Vineland may be subjected or put by reason of injury to the person or property of another, or the property of the City of Vineland resulting from negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

VI. PRICING INFORMATION FOR PREPARATION OF BIDS

A. The City of Vineland is exempt from any local, state or federal sales, use or excise tax.

B. Estimated Quantities (Open-End Contracts): The City has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.

D. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the City. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

VII. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as Exhibit A of this bid specification.

1. Goods and Services (including professional services) Contracts

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

- i. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or

- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

2. Maintenance/Construction Contracts

After notification of award, but prior to signing the contract, the contractor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA201) 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 shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The contractor shall also 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.

B. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included as Appendix A of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the City harmless.

C. STOCKHOLDER DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own (10%) ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

D. PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration. Certificate must be submitted prior to award of the contract and the bidder had to have obtained the BRC prior to receipt of bids. A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New

Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

If boxes of the following items are checked, they are mandatory requirements of the bid proposal and contract.

☐ E. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-2 et seq.,). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

☒ F. PREVAILING WAGE ACT

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the City within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Bidders are cautioned to take into consideration statutory legal requirements, particularly, the payment of prevailing wages. It is Bidder's sole responsibility for determining the correct labor classification(s) and paying the correct and proper wage and benefits and it is imperative that the Contractor familiarize itself with the current wage and benefit rates before submitting bids based on these specifications. **NOTE: Additional information and current wage rates are available at: http://lwd.state.nj.us/labor/wagehour/wagehour_index.html.**

☒ G. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate *at the time the bid proposal is submitted*. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.] It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.

- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."
- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at http://lwd.state.nj.us/labor/wagehour/regperm/pw_cont_reg.html

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

☐ H. NON-COLLUSION AFFIDAVIT (Not Applicable)

The Affidavit shall be properly executed and submitted with the bid proposal.

I. PAY TO PLAY

Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year.

Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

J. NJ ONE CALL

By presenting a bid, contractor declares that he is aware of and, if required, will comply with the requirements of the "Underground Facility Protection Act (Public Law 1994, Chapter 118)" prior to commencing any intended excavation. The telephone number to call is 1-800-272-1000. The successful bidder will be required to show compliance with the requirement by submitting to the appropriate project coordinator the confirmation number obtained from ONE-CALL before any excavation is undertaken.

VIII. METHOD OF CONTRACT AWARD

- The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see Section X, Termination of Contract, Sub-section E, for additional information.
- If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.
- If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.
- The City may also elect to award the contract on the basis of unit prices.

- E. The form of contract shall be submitted by the City to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the City.
- F. **Choice of Law:** The agreement with the successful bidder shall be construed in accordance with the laws of the State of New Jersey. In the event of litigation or other legal proceedings commenced to enforce the terms of the agreement, the venue of such litigation shall be the Superior Court of New Jersey, Cumberland County.

IX. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the City may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

X. TERMINATION OF CONTRACT

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the City shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the City of any obligation for balances to the contractor of any sum or sums set forth in the contract. City will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the contractor and the City may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the City from the contractor is determined.
- C. The contractor agrees to indemnify and hold the City harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the City under this provision.
- D. In case of default by the contractor, the City may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the City reserves the right to cancel the contract.
- F. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new City(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the City.

- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the City.
- H. The City may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.

XI. PAYMENT

- A. No payment will be made unless duly authorized by the City's authorized representative and accompanied by proper documentation. The City is not permitted to pay down payments or deposits on contracts.
- B. Payment will be made in accordance with the City's policy and procedures.

XII. W-9

- A. Bidder shall complete W-9 form and submit to the City of Vineland Division of Purchasing prior to contract award. This form is available at the following link:
<http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>

XIII. Contract Records

As per N.J.A.C. 17:44-2.2 Vendor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

**PERMISSION FOR BIDDER TO WITHDRAW A BID
DUE TO A MISTAKE IN CERTAIN CIRCUMSTANCES**

(N.J.S.A. 40A:11-23.3)

N.J.S.A. 40A:11-23.3 authorizes a bidder to request withdrawal of a public works bid due to a mistake on the part of the bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation.

A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, in writing, by certified or registered mail to Jeanine Meneghetti, Purchasing Agent, 640 E. Wood Street, P.O. Box 1508, Vineland, NJ 08361-1508, Vineland, NJ 08361-1508. The bidder must request withdrawal of a bid due to a mistake, as defined by the law, within five business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, Miguel Mercado, Purchasing Agent, may contact all bidders, after bids are opened, to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

A bidder's request to withdraw the bid shall contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the City of Vineland's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.

The City of Vineland will not consider any written request for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by a bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is within the five business days following the opening of bids.

LOWEST BIDDER PREVAILING WAGE CERTIFICATION

In the case of a Bidder making the lowest bid for this contract by at least ten percent (10%) under the amount of the next lowest bidder, they shall be required to certify to the City of Vineland prior to the award of a contract that the prevailing wage rates required pursuant to the Prevailing Wage Act shall be paid in performing the work under the contract. In the event that the Bidder does not provide the certification prior to the award of the contract, the City of Vineland shall award the contract to the next lowest responsible and responsive bidder.

**NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
NJ.S.A.10:2-1 ET SEQ.**

Pursuant to NJ.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

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**Provisions Concerning Changed Conditions in Construction Contracts
(N.L.S.A. 40A:11-1B.7)**

(1) If the contractor encounters differing site conditions during the progress of the work of the contract, the contractor shall promptly notify the contracting unit in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.

(2) Upon receipt of a differing site conditions notice in accordance with paragraph (1) of this subsection, or upon the contracting unit's acknowledgment of differing site conditions, the contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.

(3) If the contracting unit determines differing site conditions that may result in additional costs or delays exist, the contracting unit shall provide prompt written notice to the contractor containing directions on how to proceed.

(4) (a) The contracting unit shall 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.

(b) If both parties agree that the contracting unit's investigation and directions decrease the contractor's costs or time of performance, the contracting unit shall be entitled to a fair and equitable adjustment of the contract price or time of performance.

(c) If the contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the contracting unit shall so advise the contractor, in writing, and the contractor shall resume performance of the contract, and shall 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.

(5) Execution of the contract by the contractor shall constitute 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.

(6) As used in this subsection, "differing site conditions" mean physical conditions at the contract work site that are a surface or otherwise concealed and which differ materially from those indicated in the contract documents or set 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.

b. A contract subject to this section shall include the following suspension of work provisions:

(1) The contracting unit shall provide written notice to the contractor in advance 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.

(2) 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, transportation or additional contractor expenses, and for 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 requested extent of the suspension of work. The notice shall 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. Whenever a work suspension exceeds 60 days, upon each day's written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.

(3) Upon receipt of the contractor's suspension of work notice in accordance with paragraph (2) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.

(4) (a) If the contracting unit determines that the contractor is entitled to additional compensation or time, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date.

(b) 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 shall be entitled to pursue a suspension of work claim against the contracting unit for additional compensation or time attributable to the suspension.

(5) Failure of the contractor to provide timely notice of a suspension of work shall 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.

c. A contract subject to this section shall include the following change in character of work provisions:

(1) If the contractor believes that a change directive by the contracting unit results in a material change to the contract work, the contractor shall so notify the contracting unit in writing. The contractor shall continue to perform all work on the project that is not the subject of the notice.

(2) Upon receipt of the contractor's change in character notice in accordance with paragraph (1) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.

(3) (a) 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 shall make a bid and applicable 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.

(b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall continue the performance of all contract work, and shall be entitled to pursue a claim against the contracting unit for additional compensation or time attributable to the alleged material change.

(4) As used in this subsection, "material change" means 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.

d. A contract subject to this section shall include the following change in quantity provisions:

(1) The contracting unit may increase or decrease the quantity of work to be performed by the contractor.

(2) (a) If the quantity of a pay item is contractually increased or decreased by 20 percent or less from the bid proposed quantity, the quantity change shall be considered a minor change in quantity.

(b) If the quantity of a pay item is increased or decreased by more than 20 percent from the bid proposed quantity, the quantity change shall be considered a major change in quantity.

(3) For any minor change in quantity, the contracting unit shall make payment for the quantity of the pay item performed at the bid price for the pay item.

(4) (a) For a major increase in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity in excess of 120 percent of the bid proposed quantity. If a mutual agreement cannot be reached on a negotiated price for a major quantity increase, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid.

(b) For a major decrease in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity of work performed. If a mutual agreement cannot be reached on a negotiated price for a major quantity decrease, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid; provided, however, that the contracting unit shall not make a payment in an amount that exceeds 80 percent of the value of the bid price multiplied by the bid proposed quantity.

(5) As used in this subsection, the term "bid proposed quantity" means the quantity indicated in the bid proposed less the quantities designated in the project plans as "if and where directed."

City of Vineland

Revised Contract Language for BRC Compliance

Good and Services Contracts (including purchase orders)

***Construction Contracts (including public works related purchase orders)**

N.J.S.A 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

1. the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
2. subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
3. prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers* or attest that none was used;
4. during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A> 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

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NEW JERSEY BUSINESS REGISTRATION

Pursuant to P.L. 2004, c.57, all consultants (both in-state and out-of-state) must obtain a Business Registration Certificate (BRC) from the New Jersey Department of the Treasury, Division of Revenue prior to conducting business with the NJTPA. A consultant or sub-consultant who fails to submit a copy of a valid BRC in accordance with the statute will be held liable for monetary penalties in accordance with N.J.S.A. 54-49-4.1. Questions regarding how to obtain a BRC can be directed to the New Jersey Division of Revenue at (609) 292-1730. The business registration form (Form NJ-REG) can be found online at:

<http://www.state.nj.us/treasury/revenue/busregcert.shtml>, or

<http://www.state.nj.us/treasury/revenue/gettingregistered.shtml>.

Sample New Jersey Business Registration Certificates:

A sample image of a New Jersey Business Registration Certificate. The form is titled "STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO PLAYERS CONTINUATION". It contains fields for Taxpayer Name, Tax Registration Test Account, Taxpayer Identification, Address, Trade Name, Certificate Number, and Date of Issuance. The form is signed by a representative of the State of New Jersey.

TAXPAYER NAME	TRADE NAME
TAX REGISTRATION TEST ACCOUNT	CL 1
TAXPAYER IDENTIFICATION	SECTION NUMBER
970-697-312/200	0107
ADDRESS	ISSUANCE DATE
847 ROUTE 100 TRENTON, NJ 08611	01/10/04
Signature	

A sample image of a New Jersey Business Registration Certificate. The form is titled "STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE". It contains fields for Taxpayer Name, Trade Name, Address, Certificate Number, and Date of Issuance. The form is signed by a representative of the State of New Jersey.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROUTE 100 TRENTON, NJ 08611
Certificate Number:	109303
Date of Issuance:	October 14, 2004
For Office Use Only: 20041014112033533	

**THIS PROJECT REQUIRES A
CERTIFICATE FOR PUBLIC WORKS
CONTRACTOR REGISTRATION
FOR GENERAL CONTRACTORS
AND SUBCONTRACTORS
IN ACCORDANCE WITH PL 1999,
C. 238**

For questions or information about PL 1999, C.238, please call Contractor Registration Unit, New Jersey Department of Labor, Division of Wage and Hour Compliance, 609-292-9464 or e-mail: crunit@doel.state.nj.us.

The website is http://doel.state.nj.us/labour/wage-hour/compliance/reg_and_permits.html

CERTIFICATE MUST BE SUBMITTED TO THE CITY OF VINELAND PURCHASING AGENT PRIOR TO CONTRACT AWARD. CERTIFICATES MUST ALSO BE SUBMITTED FOR ANY/ALL OF THE COMPANIES/INDIVIDUALS LISTED ON THE SUBCONTRACTORS LIST AS THE PRIME SUBCONTRACTORS (AS REQUIRED BY NERA00A-11-16).

The City of Vineland cannot accept applications. We cannot award a contract if the certificate was not issued to the contractor/subcontractor prior to submission of the bid.

Certificate Number

Expiration Date. **VOID**

State of New Jersey



Department of Labor

Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to Public Law 1997 Chapter 288, the Public Works Contractor Registration Act, this certificate of registration, for purposes of bidding on and engaging in public work is issued to

VOID

This certificate may not be transferred or assigned
and may be revoked for cause by the Commissioner of Labor.

And K...

ALBERTO G. KNOLL, Commissioner
Department of Labor

NON TRANSFERABLE

S A M P L E

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127)
N.J.A.C. 17:27-1.1

CONSTRUCTION

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

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

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction HEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction HEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers

provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the ~~Treasurer~~ pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

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

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

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

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

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

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

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

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

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

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

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

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

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentices 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 Dept. of LWD, Construction HEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction HEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction HEO Monitoring Program, 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 Dept. of LWD, Construction HEO Monitoring Program as may be requested by the Dept. of LWD, Construction HEO Monitoring Program 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 Dept. of LWD, Construction HEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

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

The contractor and the City of Vineland, (hereafter "City") do hereby agree that the provisions of title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 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 City of Vineland 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 City in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the City, its agents, servants, and employees from and against any and all suits, claims, losses, 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 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 City's grievance procedure, the contractor agrees to abide by any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City of Vineland or if the City of Vineland 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 City 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 proceedings is brought against the City of Vineland, or any of its agents, servants, and employees, the City shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the City or its representatives.

It is expressly agreed and understood that any approval by the City 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 City pursuant to this paragraph.

It is further agreed and understood that the City of Vineland assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and 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 of this indemnification clause shall in no way limit the contractors obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the City from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Primary Circuit Construction Specification

Vineland Municipal Electric Utility

SECTION 26 10 00

VMEU Project Code: 24-031

Revision 1

May 29, 2025

Prepared by: Will Burns

Team Lead: Tom Dammore

Date: 05/29/2025

Date: 05/29/2025

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SECTION 26 10 00 MEDIUM-VOLTAGE ELECTRICAL DISTRIBUTION

PART 1 - General Conditions

1.1. Scope

- A. This Specification covers the primary conductoring and construction of a circuit with 13.2kV distribution.
- B. The project consists of running a new primary circuit from Central North Substation (301 NE Blvd) to a proposed solar field location (1271 S. Mill Rd.).
- C. A pre-bid project walkdown is **mandatory** for the prospective bidders' to perform a cost analysis which is required for proposal submittals. This meeting will be held at 57 W Park Ave, Vineland, NJ 08360 in the Board Conference Room at 10:00AM on Wednesday, 06/25/2025.
- D. The work will be mostly along public rights of way and along RR tracks with some limited work off substation properties. The work will be for a complete working electrical system including but not limited to building new facilities, energizing new lines, and connecting customers.
- E. The Contractor will be responsible for providing qualified workers, tested and certified insulated bucket trucks, pole digger derricks, cable pulling and tensioning equipment, and all insulating products to meet Utility Industry and OSHA required standards for hot line utility distribution work.
- F. The contractor shall furnish all new components necessary for transferring (and/or) installing VMEU attachments to VMEU poles, Verizon poles, replaced poles, and new poles in accordance to supplied work order. Items to be furnish include, but are not limited to, fiberglass cross-arms, line hardware, grounding rods (as needed), armor guards, hardware, connectors, insulators, clevis's, nuts, bolts, washers, guy strain insulators, eye-nuts, and clamps.
- G. Vineland Municipal Electric Utility will provide all **Electric Distribution Poles** and all **Distribution Wire** [795 MCM, #2 AL Triplex, 4/0 Aluminum Neutral, & 7 #8 Alumoweld (16M)] needed to complete the job.
- H. Vineland Municipal Electric Utility will furnish all replacement Distribution Transformers on an "as-needed" basis in agreement with the VMEU.
- I. Vineland Municipal Electric Utility will furnish all replacement streetlights and flood lights as needed.
- J. Vineland Municipal Electric Utility will furnish all necessary switches.
- K. The contractor must provide all traffic control services required for work described. Work areas with Vineland Police Department (VPD) required to be on-site must be facilitated by contractor.
- L. The contract must perform proper underground mark-out and locating through the NJ OneCall System for all pole replacements, pole installations, anchor installations, and ground installations. Paper copies of NJ One Call tickets shall be kept on site during the execution of work, accordingly.

- M. Contractor is responsible to contact Conrail of New Jersey [Railroad (RR)] to notify any work being performed along railways.
- N. Contractor is responsible to obtain all required permitting for work specified.
- O. The work to be performed and included under this contract consists of furnishing all construction, construction management, supervision, safety monitoring, site preparation, equipment, labor, transportation, fuel and power, and performing all work as required by the contract in strict accordance with the specifications, schedules, drawings, and Contractor's proposal and approved submittals. All work and services not expressly called for in the specifications, or specifically indicated on the drawings, which is necessary for complete and proper construction of the projects awarded herein shall be performed, furnished, and installed by the Contractor at the quoted project cost. Qualified, careful, and experienced workers shall execute the contract work.

1.2. Contract Documents

- A. It is understood and agreed that the Notice to Bidders, General Instructions, Proposal, Proposal Data, Check List, Affirmative Action Regulations, Corporate Disclosure Statement, Surety Form, Contract Agreement, Performance Bond, Payment Bond, General Conditions, Release of Mechanics' Liens, Equal Employment Opportunity Requirements, Special Conditions, Contractor's Report of Property Damage, Specifications, Drawings, Addenda, and Change Orders issued by the Owner or the Engineer, and specifications and engineering data furnished by the Contractor and accepted by the Owner, wherever included in this Contract shall be adhered to by the Contractor and the work shall be done in accordance therewith.
- B. It shall be each prospective Bidder's responsibility to read and understand the requirements as outlined and set forth in the document entitled "City of Vineland General Instructions" that precedes this specification.
- C. The general conditions outlined in this specification are not intended to duplicate or amend those instructions.
- D. See General Instructions Section III.C related to any request for interpretation or clarification of the meanings contained within this specification. Any questions or requests for interpretation or clarification of meanings SHALL go through the City of Vineland's Purchasing Department.

1.3. Definitions

Words, phrases, or other expressions used in these contract documents shall be defined as follows.

- i. "Contract" or "contract documents" shall include the items enumerated above under CONTRACT DOCUMENTS.
- ii. "Owner" or "City" shall mean the City of Vineland, New Jersey, acting through its City Council and their duly authorized agents. All notices, letters, and other communication directed to the Owner shall be addressed and delivered to the City of Vineland Electric Utility, Generation Division, 57 West Park Avenue, Suite A, PO Box 1508, Vineland, New Jersey, 08362-1508, Attention: Tom Dunmore
- iii. "Contractor" shall mean the corporation, company, partnership, firm, or individual

who has entered into this Contract for the performance of the work covered thereby, and its, his, or their duly authorized representatives.

- iv. "Subcontractor" shall mean and refer only to a corporation, partnership, or individual having a direct contract with the Contractor for performing work covered by these contract documents.
- v. "Engineer" shall mean the City of Vineland, New Jersey, or their duly authorized agent.
- vi. "Field Construction Manager" shall mean the Owner's representative resident at the site of the work and designated by the Owner to be in charge of the project administration and field management of the work under this Contract.
- vii. "Date of Contract," or equivalent words, shall mean the date of Contract Agreement is signed by the Contractor.
- viii. "Day" or "days" unless herein otherwise expressly defined, shall mean a calendar day or days of 24 hours each.
- ix. "The work" shall mean the equipment, supplies, materials, labor, and services to be furnished under the contract and the carrying out of all obligations imposed by the contract documents.
- x. "System" shall mean complete equipment and auxiliary systems associated with "the work".
- xi. "Drawings" or "plans" shall mean all (a) drawings wherever furnished by the Owner as a basis for proposals, (b) supplementary drawings wherever furnished by the owner to clarify and to define in greater detail the intent of the contract drawings and specification, (c) drawings submitted by the successful bidder with his proposal, provided such drawings are acceptable to the Owner, (d) drawings furnished by the Owner to the Contractor during the progress of the work, and (e) engineering data and drawings submitted by the Contractor during the progress of the work, provided such drawings are acceptable to the Engineer.
- xii. Whenever in these contract documents the words "as order," "as directed," "as required," "as permitted," "as allowed," or words or phrases of like import are used, it shall be understood that the order, direction, requirement, permission, or allowance of the Owner or Engineer is intended only to the extent of judging compliance with the terms of the contract; none of these terms shall imply that the Owner or the Engineer has any authority or responsibility for supervision of the Contractor's forces or operations, such supervision and the sole responsibility therefore Being strictly reserved for the Contractor.
- xiii. Similarly, the words "approved," "reasonable," "suitable," "acceptable," "proper," "satisfactory," or words of like effect and import, unless otherwise specified herein, shall mean approved, reasonable, suitable, acceptable, proper, or satisfactory in the judgment of the Owner or Engineer, to the extent provided in "L" above.
- xiv. Whenever in these contract documents the expression "it is understood and agreed" or an expression of like import is used, such expression means the mutual understanding and agreement of the parties executing the Contract Agreement.

- xv. "Official acceptance" shall mean the Owner's written acceptance of all work performed under this Contract, based on the Owner's final inspection.
- xvi. "Start-up" shall mean the time period required to bring the system from an inactive condition, when construction is essentially complete, to the state ready for commercial operation. The start-up period shall include preliminary inspection and checkout of equipment and subsystems; initial operation of the complete system; operation of the complete unit to obtain data, perform calibration and corrective work; and shutdown, inspection and adjustment prior to obtaining commercial operating status.
- xvii. "Initial operation" shall mean the first integral operation of the complete system subsystems and supporting equipment in service or available for service.
- xviii. "Commercial operation" shall mean the condition of operation in which the complete system is officially declared by the Owner to be available for continuous operation at variable loads up to the including rated capacity.

1.4. Governing Law

- A. This Contract shall be governed by the Laws of the State of New Jersey. Any action, legal or equitable, relating to this Contract shall be filed in the State of New Jersey. All parties to this Contract are bound by the appropriate provisions of the New Jersey Local Public Contract Law, which is a prerequisite to any payment by the City. This law is applicable to this Contract in total and to change orders which must be pre-approved by the City pursuant to law.
- B. The Contractor shall comply with all existing laws, ordinances and regulations of the United States, the State of New Jersey, the City of Vineland, or other governmental agency which may be applicable to the handling of equipment covered by these specifications. The Contractor shall be responsible for obtaining any permits, licenses, and other forms of documentation required in order to comply with such laws and regulations.

1.5. Scope and Intent of Contract Documents

The various parts of the contract documents are intended to supplement, but not necessarily duplicate each other. Any work exhibited in one part and not in another shall be executed as if it had been set forth in all parts, so that the work will be performed according to the complete design as determined by VMEU.

1.6. Execution, Integration, and Waiver

- A. The Contract, and any amendments thereto or modifications thereof, shall be signed in triplicate by the Owner and the Contractor. All of the terms and provisions of the Agreement and understanding of the parties pertaining to the subject matter hereof are fully set forth in the Contract, and no prior understanding or obligation not expressly set forth therein shall be binding upon the parties and no subsequent modifications of the Contract Documents shall be binding upon the parties unless in writing and signed by an authorized representative of each party. No waiver by either party of any breach of obligation by the other shall operate or be considered as a waiver of any other or subsequent breach.
- B. The Contract Documents are complementary, and what is called for by any one shall be

as binding as if called for by all. The intention of the documents is to include all labor, materials, equipment, and transportation necessary for the proper execution of the work. It is not the intended, however, that materials and work not covered by or properly inferable from any heading, branch, class, or trade of the specifications shall be omitted unless specifically indicated. Material or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

- C. The several documents forming part of the Contract are to be taken as mutually explanatory. Any ambiguity, discrepancy or inconsistency shall be explained and adjusted by the Owner upon reference thereof in writing to him by the Contractor or on discovery by the Owner, who shall thereupon direct the Contractor in writing as the interpretation to be followed. If the Contractor finds any such ambiguity, discrepancy, or inconsistency, he shall immediately refer it to the Owner.

1.7. Examination of the Premises

- A. The Contractor shall be deemed to have examined carefully the Drawings, Specifications, Schedules, Conditions of Bidding, the General and Special Conditions herein, and any reports, maps, diagrams, and other information made available by the Owner to the Contractor for the purpose of bidding. The Contractor shall be deemed to have examined the Sites and its surroundings and to have fully satisfied himself, as far as practicable, of the physical conditions upon and below the surface of the Site, the climatic conditions in the locality of the Site, the nature of the work and materials necessary for the execution of the Contract, the means of access to the Sites, the availability of labor, and the accommodations required, and to have himself obtained all necessary information as to risks, contingencies, activities of Owner and other contractors, and other circumstances which could have an effect upon his tender.
- B. The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of his bid for the work that rates and/or prices, except in so far as otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the Work.
- C. If, during the execution of the Work, the Contractor encounters physical conditions (other than climatic conditions or conditions arising from climatic conditions) including artificial obstructions:
 - i. Differing materially from those shown in the documents issued by the Owner to the Contractor for the purpose of bidding and;
 - ii. Differing materially from the conditions generally recognized as likely to be encountered in the performance of work of the character provided for in the Contract in the area where the Work is being executed and;
 - iii. Which could not reasonably have been foreseen by the Contractor having regard to the requirements of this article or be overcome by the Contractor in the ordinary course of the work by the application of good engineering practice and proper construction procedure.
- D. The Contractor shall give immediate written notice thereof to the Owner before they are disturbed. If the Contractor intends to claim additional payment or extension of time for completion, he shall give notice in writing to the Owner of such intention. In such notice, the Contractor shall give particulars of the additional work to be done, and the

expected delay that may be caused by the additional work. The Owner shall, on receipt of the notice from the Contractor, promptly investigate the said conditions and shall direct in writing any amendment to the Work, which he may consider necessary in the circumstance.

1.8. Transportation, Unloading, and Storage

- A. The Contractor shall be responsible for receiving materials, loading, unloading, storing, protecting, and installing all material in connection with the Work.
- B. If it becomes necessary, at any time during the performance of the Work, to move materials, which are to enter into the construction, or equipment, which has been temporarily placed, the Contractor, when directed to do so by the Owner (or State Contractor), shall move or cause the same to be moved without additional charge.
- C. All materials and equipment shall be handled so as to insure preservation of their quality and fitness for the Work and in accordance with any manufacturer's recommendations. Ferrous metals shall be stored in a manner which will prevent objectionable changes in original surface characteristics.

1.9. Protection of Work and Property

- A. The Contractor shall continuously maintain adequate protection of all his work from damage or loss arising in connection with this Contract. He shall make good any such damage or loss, except such as may be directly due to errors in the Contract or caused solely by agents or employees of the Owner. He shall adequately protect adjacent property as provided by law and the Contract.
- B. The Contractor shall take all reasonable precautions for the safety of employees on the work site and to prevent accidents or injury to persons or property from, about, or adjacent to the premises where the work is being performed and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building codes. He shall erect and properly maintain at all times, as required by the conditions and progress of the work, all reasonable safeguards for the protection of workmen and the public and shall post danger signs warning against the hazards created by such features of construction including, but not limited to protruding nails, hod hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, and falling materials, and he shall designate a responsible member of his organization on the work, whose duty shall be the prevention of accidents. The Contractor shall report the name and position of the person so designated to the Owner in writing before said Contractor begins any site work.
- C. The Contractor's I&I Procedures must be in accordance with OSAH requirements. VMEU's Safety and I&I Procedures will be provided to the successful contractor. Concerning manpower requirements for three-phase line construction, the following is provided from the VMEU I&I Procedures:
 - i. Gloving of 15-kV shall require two (2) Linemen in the working position with a third qualified man on the ground. A "qualified man" shall be a Work Leader, Journeyman Lineman, or an Apprentice in his last six (6) Months of his fourth year.
- D. While on the Owner's property, Contractor shall comply with Owner's safety rules and

regulations. If compliance with an Owner's safety rule results in a conflict or inconsistency with the Contractor's safety rule(s), or if the Contractor believes an Owner's safety rule is less stringent than its own corresponding safety rule, or if Contractor believes Owner's rule is inappropriate for the work to be performed, Contractor is free to request a waiver or modification of the particular safety rule in question. Contractor shall request such waiver/modification in writing and, Owner shall answer such request in writing.

- E. In addition to all other requirements of this article, the Contractor shall establish and enforce the following safety rules:
 - i. Safety eye protection must be used at all times.
 - ii. Hard hats will be worn at all times, except in areas exempted by the Owner.
 - iii. Footwear meeting OSHA requirements shall be worn by all employees.
 - iv. Good housekeeping shall be practiced at all times.
- F. In an emergency affecting the safety of life, of the work, or of adjoining property, the Contractor, without special instruction or authorization from the Owner, is hereby permitted to act, at his discretion, to prevent such threatened loss injury, and he shall so act, without appeal, if so instructed or authorized.
- G. The Contractor shall, in connection with the Work, provide and maintain all lights, guards, fencing, traffic flagging, watching, temporary roadways and footways, where necessary or required by the Contract or by any competent statutory or other authority for the protection of the work or other property and for the safety and convenience of the public or others.

1.10. Inspection of Work

- A. The Owner shall at all times have access to the work wherever it is in preparation or Progress, and the Contractor shall provide proper facilities for such access and for inspection.
- B. The Contractor shall render all necessary assistance to the Owner, and if required, shall take and furnish the Owner with level, measurements, etc., on the work or grounds as the case may be. If the Specifications, the Owner's instructions, laws, ordinances or any public authority require any work to be specially tested or approved, the Contractor shall give the Owner timely notice of its readiness for inspection, and if the inspection is by an authority other than the Owner, of the time fixed for such inspection. Inspections by the Owner shall be promptly made, and where practicable at the source of supply.
- C. It is distinctly understood and agreed that such assistance as the Owner may render to the Contractor in connection with the interpretation of Plans and Specifications shall not relieve the Contractor from any responsibility for the work. The Contractor, without delay, shall make any work, which proves faulty, right.
- D. The failure of the Owner to call the Contractor's attention to faulty work or work done which is not in accordance with the Plans and Specifications shall not prevent the Owner from insisting that the Contractor make all work right.

1.11. Superintendence – Supervision

- A. The Contractor shall keep on his work, during its progress, a competent Superintendent and any necessary staff, all satisfactory to the Owner. The Superintendent shall not be

changed except with the consent of the Owner, unless the Superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The Superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case.

- B. The Contractor's Superintendent, or any of his staff, shall be promptly replaced in the event he or they are unsatisfactory to the Owner.
- C. The Contractor shall give efficient and effective supervision to the work, using his best skill, effort, and attention. He shall carefully study and compare all drawings, specifications, and other instructions and shall at once report to the Owner any error, inconsistency, or omission which he may discover.

1.12. Contractor's Meetings

- A. At such time as the Owner may direct, the Contractor and/or his Subcontractors shall meet with the Owner and other Contractors to discuss the status of the work and measures to be taken to further the progress thereof.
- B. All Contractors shall furnish to the Owner, immediately upon request, all available information concerning the conditions and progress of their work.
- C. Representatives who fail to attend such meetings or to execute instructions given them shall on request of the Owner, be dismissed from the work and other representatives shall be immediately substituted.

1.13. Changes in the Work

- A. The Owner shall have the authority to make minor changes in the Work, not involving extra cost, and not inconsistent with the intent and purpose of this Contract, but otherwise, except in any emergency endangering life or property, no change shall be made, unless in pursuance of a written order from the Owner, and no claim for an addition to the Contract Sum shall be valid unless so ordered.

1.14. Coordination and Quality of Work

- A. It is not incumbent upon the Owner or the Engineer to notify the Contractor when to begin, to cease or resume work on individual operations, nor to give early notice of the rejection of faulty work, nor in any way to superintend so as to relieve the Contractor of responsibility or of any consequence of neglect or carelessness by him or his Subcontractors. All materials and labor shall be furnished at such time as shall be for the best interest of all Contractor's concerns, to the end that all work shall be properly coordinated and completed in accordance with applicable schedules.
- B. Any employee of the Contractor or of his Subcontractors whom the Owner considers detrimental to the proper carrying out of the work shall be removed promptly upon request of the Owner.

1.15. Progress Schedule and Time of Completion

- A. The work shall be carried to completion with the utmost speed. The Contractor shall Guarantee a Completion date and provide a project schedule in Microsoft Project or similar format detailing project timing to meet the above deadline.

- B. Work must be completed in accordance with the following schedule:
 - i. Job Number 25-109 Landfill Solar Primary Circuit Construction – Must be completed by **10/01/2025**.
- C. Completion Deadline:
 - i. **Dead Line Date:** Successfully have new lines ran & energized, customers transferred, and old facilities removed. Only items that are essentially aesthetic may be completed at a later date.
- D. Late Penalty:
 - i. If the Contractor fails to meet any of the deadlines as listed above, or within such further time as may have been granted in accordance with the provisions of the Contract, the Contractor shall and hereby agrees to pay to the City of Vineland for each and every day, including weekends and holidays, that he is in default on time to complete the work, \$ 2,000 U.S. dollars per day, for each dead line.
 - ii. The City of Vineland shall recover said penalties by deducting the penalty amount from any moneys due or that may become due the Contractor. If said penalties exceed the amount due the Contractor, then the Contractor, or his Surety, shall pay the amount due.

1.16. Priority of the Items of Work

- A. The Contractor shall consult with the Engineer as to the priority of items of Work so as not to interfere with the Owner's operations, as well as to the available space for storage of materials and location of plant, places of access to the work, etc., and all shall be arranged to suit the Owner's requirements. Materials and equipment must be placed to avoid interference with the work of others or the Owner, and shall be removed at the Contractor's expense when so required.

1.17. Delays and Extension of Time

- A. If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner, or of any employee of the Owner, by changes ordered in the work, by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by any cause which the Engineer shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Engineer may decide. Contractor shall not be entitled to, and hereby waives, any and all claims to increased compensation for, or damages, which he may suffer from such causes.
- B. No such extension shall be made for delay occurring more than seven days before claim is made in writing to the Owner. Such claims for extension of time will, in all cases, include a detailed critical path analysis illustrating the reason for the claims and firmly establishing the days in question. In the case of a continuing cause of delay, only one claim is necessary.
- C. If no such schedule or agreement stating the dates upon which drawings shall be furnished is made, then no claim for delay shall be allowed on account of failure to furnish drawings until two weeks after demand for such drawing and not then unless such claim be reasonable.

1.18. Correction of Work Before Final Payment

- A. The Contractor shall promptly remove from the premises all materials condemned by the Engineer as failing to conform to the Contract, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.
- B. If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the Owner may remove them. If the Contractor does not pay the expenses of such removal within ten days' time thereafter, the Owner may, upon ten days written notice, deduct all the costs and expenses that should have been borne by the Contractor.
- C. The Contractor shall, at its expense, repair or replace all work damaged or destroyed by the Contractor, its Subcontractors and employees during the performance of the Contract. All such repairs and replacements shall be in accordance with the Contract. The Contractor shall be entitled to any benefits of the Owner's insurance maintained under Section 1.29 to the extent that the costs of such repairs and replacements are covered by such insurance.
- D. If the Engineer or Owner deems it inexpedient to correct work injured or done not in accordance with the Contract, an equitable deduction from the contract price shall be made therefore.

1.19. The Owner's Right to do Work

- A. If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the Owner, after three days' written notice to the Contractor, may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

1.20. Suspension of Operations

- A. The Contractor shall, upon the Owner's written request, stop all work and operations hereunder for such period or periods of time as the Owner may deem advisable. Upon receipt of such notice, the Contractor shall immediately confer with the Owner relative to the reduction and possible elimination of the Contractor's field costs and with respect to such other prospective costs and expenses as may result directly from such work stoppage.

1.21. Contractor's Default

- A. Should the Contractor fail to supply a sufficient number of properly skilled workmen or sufficient equipment of proper quality, the Owner may, at its option provide such workmen or equipment and deduct the cost thereof from any moneys then due or thereafter to become due to the Contractor or, should the Owner deem such failure, or the failure of the Contractor to prosecute the work with promptness and diligence, to constitute sufficient basis for such action, the Owner may terminate the employment of the Contractor provided that Contractor shall be given a reasonable opportunity following notice by Owner of such failure, to correct the same. Written notice of

termination of such employment shall be delivered to the Contractor's Superintendent or sent by registered or certified mail to the Contractor, at least seven (7) days prior to the effective date of termination specified in such notice. Upon service of such notice the Owner shall be at liberty, without prejudice to such other rights and remedies as may be available, to enter upon the premises, take possession of all materials, tools and equipment thereon and employ, upon such basis as it may deem proper, any other person or persons to complete the Work called for under the Contract.

1.22. Owner's Right to Terminate Contract

- A. The Owner may terminate this contract at any time, at the Owner's discretion, by the giving of written notice delivered to the Contractor, or sent by registered or certified mail to the Contractor at least seven (7) days prior to the effective date of termination specified in such notice, and the Contractor shall (1) terminate all orders and subcontracts chargeable to the performance of this contract, which may be terminated without costs; (2) terminate and settle, subject to approval of Owner, other orders and subcontracts where the cost of settlement will be less than costs which would be incurred were such orders and subcontracts to be completed; and (3) transfer to Owner, in accordance with owner's directions, all materials, supplies, work in process, facilities, equipment; machinery or tools acquired by the Contractor in connection with the performance hereof and for which the Contractor is reimbursed hereunder, and all plans, drawings, working drawings, sketches, specifications and information for use in connection therewith. The Contractor shall, if directed by the Owner and to the extent stated in the Notice of Termination, do such work as may be necessary to preserve the work in progress and to protect material, plant and equipment on the work or in transit thereto.
- B. Upon termination of this contract in accordance herewith and upon compliance by the Contractor with the provisions of the preceding paragraph, in any case other than for breach of this contract arising from fault of the Contractor, the Owner shall pay the Contractor in discharge of all obligations under this contract without duplication and only for (a) such portion of the work as the Contractor and his Subcontractors shall have completed, plus (b), the cost to the Contractor of terminating and settling orders and subcontracts in accordance with this provision, and plus (c) the cost to the Contractor of complying with the Owner's directions relative to the preservation of the work in progress and the protection of materials, plant and equipment on the work or in transit thereto. The payment to be made for any such completed portion of the work shall be in the proportion that the completed portion of the work bears to the entire work provided for in this Contract. Upon any such termination, "cost to the Contractor" as used herein shall include field and home office expense directly applicable to the Contract and not otherwise reimbursed hereunder; however, the Owner shall be under no obligation to pay the Contractor for anticipated profit on any portion of the work not completed. The Owner shall be under no obligation to compensate the Contractor under the provisions of this section if the Contract is terminated because of the Contractor's breach of contract. The sum of all amounts payable under this provision, plus the sum of all amounts previously paid under this Contract shall in no event exceed the total contract sum. Such costs and expenses shall be subject to audit by the Owner.
- C. In any and all subcontracts entered into between the Contractor and his Subcontractors and in any and all other commitments and obligations which the Contractor may

undertake or incur, all in connection with the Work under this Contract, appropriate provisions shall be made to insure the most reasonable terms, in event of termination of the Contract by the Owner, consistent with the provisions herein contained.

- D. The provisions hereof shall not be deemed to limit the remedies granted to the Owner by the Contract, or otherwise.

1.23. Schedule of Charges and Allocation of Owner's Cost

- A. Prior to the first payment hereunder, the Contractor shall submit to Owner a schedule of charges for the several divisions and subdivisions of the Work to be used as the basis for payments. Said schedule shall be in such detail as the Owner may require in order to enable it to allocate the various items of cost to structures and installations.
- B. The Owner reserves the right to review with Contractor the individual charges for individual items listed in said schedule, and the Contractor shall correct any errors.
- C. The Contractor shall, without additional charge, furnish from time to time, as requested, such additional segregations of charges as may be required by the Owner for the purpose of allocating costs of structures, and each equipment installation therein or connected therewith.

1.24. Applications for Payments

- A. The Contractor shall submit to the Owner a certified (signed) City of Vineland voucher for each payment. If payments are to be made on a T&M basis, such application shall be accompanied by a statement from the Contractor, made under oath, setting forth the number and names of every Subcontractor or Laborer in his employ, and of every person, giving the amount, if anything, which is due or to become due them, for work done. Regardless of any other provisions of the Contract, the Owner shall, as required by law, retain sufficient moneys to pay all Subcontractors and vendors in accordance with the statement provided by the Contractor.
- B. If payments are made on valuation of work done, such certified City of Vineland voucher shall be submitted at least fourteen (14) days before Council meeting. The schedule, described in the previous article, shall be used as a basis for certification of payment, unless it be found to be in error, in which it shall be appropriately modified. In applying for payments, the Contractor shall submit a statement based upon this schedule, and if required, itemized in such form and supported by such evidence as the Owner may direct, showing his right to the payment claimed. Ten (10) percent of billed amounts will be withheld as retainage until final completion of all Contractors' obligations and acceptance of same by VMEU.
- C. The vouchers will be provided by the Owner.

1.25. Payment of Contractor's Bills and Demands

- A. Payment of Contractor's Bills and Demands shall be in the manner as prescribed in Ordinance Number 1048, an ordinance entitled "AN ORDINANCE PRESCRIBING THE MANNER IN WHICH CLAIMS SHALL BE APPROVED OR DISAPPROVED AS REQUIRED BY N.J.S. 40A:5-17." Only claims which have been incurred for services and supplies acquired in accordance with the Local Public Contract Laws of the State of New Jersey will be eligible for processing under Ordinance Number 1048. This law applies to all contract commodities as well as amendatory change orders.

- B. The City of Vineland will not honor any invoices submitted for work done other than that stipulated by these specifications unless previously authorized, by written change order, in accordance with State of New Jersey, Local Finance Board Regulations 5:30-14.4 through the Business Administrator's office.

1.26. Payments Withheld

- A. The Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect the Owner from loss on account of:
 - i. Defective work not remedied.
 - ii. Claims filed or reasonable evidence indicating probable filing of claims.
 - iii. Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
 - iv. A reasonable doubt that the contract can be completed for the balance then unpaid.
 - v. Damage to another Contractor.
 - vi. Work not completed.

1.27. Insurance

- A. The Contractor shall not commence work under the Contract until he has obtained all the insurance required under this section and such insurance has been approved by the Owner. Nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all such insurance required of the Subcontractor has been so obtained and approved. The policies referred to in this section shall name the Owner as an additional insured.

1.28. Workmen's Compensation Insurance

- A. The Contractor shall procure and shall maintain, during the life of the Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under the Contract. In case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under the Contract is not protected under the Workmen's Compensation Insurance statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees not otherwise protected.

1.29. Contractors' Public Liability and Property Damage Insurance Including Motor Vehicles

- A. The Contractor shall procure and shall maintain, during the life of the Contract, Contractor's Public Liability Insurance in an amount not less than \$2,000,000 for injuries, including accidental death, to any one person, and, subject to the same limit for each person in an amount not less than \$4,000,000 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$500,000 for any one accident. Contractor shall also procure and shall maintain during the life of the Contract Public Liability Insurance on all motor vehicles used by him in connection with or in furtherance of the performance of the Contract in an amount not less than

\$2,000,000 for injuries, including accidental death, to any one person, and, subject to the same limit for each person in an amount not less than \$4,000,000 on account of any one accident, and property damage insurance on all such vehicles in an amount not less than \$500,000 for any one accident.

1.30. Subcontractors' Public Liability and Property Damage Insurance Including Motor vehicles

- A. The Contractor shall require each of his Subcontractors to procure and to maintain during the life of his subcontract Subcontractors' Public Liability and Property Damage Insurance, including motor vehicles, of the types and amounts specified in the above section.

1.31. Certificate and Notification

- A. The Contractor shall, prior to commencing work under the Contract, procure and furnish to the Owner, certificates of insurance from the insurance companies certifying that the Contractor and his Subcontractors are insured against the risks in the amounts herein before specified. The companies issuing such certificates shall also be required to notify the Owner thirty (30) days prior to cancellation or termination of any such insurance. The furnishing of the foregoing Certificates of Insurance shall not operate to relieve the Contractor from any liability or obligation for which he would otherwise be responsible under the Contract.

1.32. "All Risk" Insurance

- A. The Owner shall procure and maintain for the protection of the Owner, Contractor, and Subcontractors, insurance coverage for the perils of fire and extended coverage in the amount of actual cash value and Difference in Condition insurance with a limit of \$600,000 covering physical loss or damage, including earthquake and flood, to all work incorporated in the building, all materials for the permanent use in the building or incidental to the construction thereof, including surplus materials. Such insurance shall not cover personal belongings or equipment including, but not limited to, tools, motorized equipment, mobile offices and warehouses, temporary structures, scaffoldings, stagings, towers, forms and miscellaneous materials or supplies, owned or rented by the Contractor or Subcontractor. The Owner will not supply any insurance for any materials and equipment in transit to the construction site.
- B. In the event of a claim against the insurer, such claim shall be adjustable and payable to the Owner as trustee for whom it may concern, except in such cases as may require payment of all or a portion of said insurance to be made to a mortgagee as his interest may appear.
- C. Owner, Contractor, and all Subcontractors shall each be named as insured under Owner's policies and such policies shall contain an insurer's waiver of subrogation in favor of each party named as an insured there under. Owner shall, upon request, furnish Contractor or Subcontractor with evidence that such insurance is in force and shall arrange for Contractor and Subcontractor to be furnished written notice thirty (30) days prior to cancellation or material change of any protection which such insurance provides for Contractor or Subcontractor.

1.33. Contractor's Responsibility for Personal Injury and Property Damage

- A. Contractor agrees to indemnify and hold harmless Owner, its officers, employees and

representatives, from any and all loss, expense, damage, demands, claims and liability, for any injury or alleged injury to persons (including sickness, disease, or death) and for damage or alleged damage to property including property of the Owner and/or loss of use thereof arising out of Contractor's performance of its work including Subcontractors under the Contract, Contractor further agrees to defend any suit or action brought against Owner, its officers, employees, or representatives based upon any such injury or damage. Contractor agrees to pay all damages, costs, and expenses, including attorney's fees, in connection with such suit or action or resulting there from, provided, however, that Contractor's aforesaid indemnify and hold harmless agreement shall not extend to any loss, expense, damage, demand, claim, or liability finally determined to have been caused by the sole negligence of Owner, its officers, employees, or representatives. That Contractor's agreement is for the exclusive benefit of Owner and shall in no event inure to the benefit of any third party, and provided further, that Owner shall have the right to defend any action brought against it or to tender such defense to Contractor.

- B. Without limiting the foregoing, Contractor shall indemnify, save harmless, release, and at Owner's request, defend Owner and its officers, employees or representatives from and against any and all losses, expenses, damages, demand claims and liabilities of whatsoever kind of character including but not limited to attorney's fees and expenses, arising out of or by reason of any injuries (including death) or damage to any person or entity employed by or acting on Contractor's behalf under this Contract.

1.34. Contractor's Responsibility – Other Risks

- A. Contractor assumes all risks, hazards, and conditions which may be encountered in the performance of the work, such as, but not limited to, climatic conditions, delays in delivery of material and equipment, strikes, and labor disturbances (whether directed against the Owner, the Contractor and/or other Contractors) and embargoes, and no extra payment or charge will be allowed on account thereof. The Owner shall likewise not be held responsible for any damage, loss, or expense incurred by the Contractor through the fault of any other Contractor employed by the Owner.

1.35. Mutual Responsibility of Contractors

- A. Should the Contractor cause damage to any separate contractor on the work, the Contractor agrees, upon due notice, to settle with such Contractor by agreement if he will so settle. If such separate Contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall defend such proceedings at the Owner's expense. If any judgment against the Owner arises there from, the Contractor shall pay or satisfy it and pay all costs incurred by the Owner.

1.36. Guaranty Bonds

- A. The Owner shall, prior to the signing of the contract, require the Contractor to furnish performance bond covering the faithful performance of the Contract and the payment of all obligations arising there under, in such form as the Owner may prescribe and with such sureties as the Owner may approve. The premium shall be paid by the Contractor.

1.37. Liens

- A. Neither the final payment nor any part of the retained percentage shall be paid to the Contractor until such time as the Contractor shall deliver to the Owner a statement,

made under oath, that all amounts due, to become due or claimed by all Subcontractors, vendors and laborers, have been paid in full. Where any Subcontractor, vendor, or laborer has not been paid by the Contractor, the Owner shall retain an amount sufficient to pay same unless such unpaid Subcontractor, vendor, or laborer shall provide the Owner with a complete release of lien.

- B. Where an amount due, to become due, or claimed by a Subcontractor, vendor, or laborer is unpaid and such Subcontractor, vendor, or laborer refuses to provide the Owner with a release of lien, the Contractor may obtain final payment or payment of the retained percentage by furnishing the Owner with a bond, in such amount and with such sureties as shall be acceptable to the Owner and which will indemnify the Owner against any losses, costs, or expenses which may arise out of any claim or lien made or enforced by an unpaid Subcontractor, vendor, or laborer.

1.38. Subcontracts

- A. The Contractor shall not assign or sublet the whole of the Work without the written consent of the Owner and without the written approval by the Owner of the specific party of whom it is proposed to assign or sublet the same. No such consent and approval, and no approval of the form of such assignment or subletting, shall release or relieve the Contractor from any of the obligations and liabilities assumed by him under this contract, and, as between the parties hereto, the Contractor shall remain responsible and liable as if no such assignment or subletting had been made.
- B. The Contractor shall submit a list of prime Subcontractors with this bid in accordance with 40A:11-16.
- C. The Contractor shall, as soon as practicable, notify the Owner in writing of the names of all other non-prime Subcontractors and material suppliers proposed for any parts of the Work. No subcontracts shall be let nor materials purchased until the Owner has approved the subcontractor or material supplier.
- D. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Owner.
- E. The Contractor agrees that it is fully responsible to the Owner for the acts and omissions of Contractor's Subcontractors and of persons employed by them as it is for the acts and omissions of persons directly employed by the Contractor.
- F. The Contractor agrees to bind every subcontractor and every subcontractor agrees to be bound by the terms of the Agreement, the General Conditions, the Drawings and Specifications as far as applicable to his work, including the following provisions of this article unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Owner.

1.39. Separate Contractors

- A. The Owner reserves the right to let other contracts in connection with this work and with related work in the area. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly coordinate its work with others, including proper connections.
- B. If any part of the Contractor's work depends for proper execution or results upon the

work of any other contractor, the Contractor shall inspect and promptly report to the Owner defects in such other Contractor's work that render it unsuitable for such proper execution and results. Contractor's failure to so inspect and report shall constitute an acceptance of the work of the other contractors as fit and proper for execution or results of Contractor's work except that any hidden discrepancy or latent fault in the Contractor's work, which is not apparent at the time of Contractor's performance of its work but which becomes evident at a later date, or any defect or discrepancy which may develop after execution of Contractor's work, shall not be the responsibility of the Contractor.

- C. So far as necessary to insure the proper execution of the Contractor's subsequent Work, the Contractor shall measure work already in place and shall at once report to the Engineer any discrepancy between the executed work and the drawings.

1.40. Clean-Up

- A. The Contractor shall, at all times, keep the entire work zone free of rubbish and debris caused by his work and his employees, or by his Subcontractor. Also, Contractor is responsible for disposal of used poles once removed as well as used pole hardware. Should the Contractor fail to do the required cleaning work immediately upon request, the Owner may employ men direct and charge the cost of same to the account of the Contractor.

1.41. Guarantees

- A. The Contractor guarantees that all labor and materials installed and work performed by the Contractor are in accordance with the Contract Documents and authorized alterations and additions thereto; and that, should any defect develop during the contract Guarantee period, as hereinafter defined, due to damaged materials, workmanship or arrangement, the same, together with any other work affected in correcting such defect shall, upon written notice, be made good by the Contractor without expense to the Owner or the Owner may make such defect good at the expense of the Contractor.
- B. The Guarantee shall be for a period of one (1) year from the date on which the completed work is turned over to and accepted by the Owner, unless a different period of time is elsewhere specified. Should the Guarantee required under any trade section of the specifications be for a period of more or less than one (1) year, the Contractor's Guarantee shall, with respect to such trade or trades, be for such longer or shorter period.
- C. The Contractor's aforesaid Guarantee shall cover all work under the contract, whether or not any portion or trade has been assigned or sublet. In the event any portion of the work is performed by Assignees or Subcontractors, the Contractor shall obtain from such Assignees and Subcontractors their written guarantee to the Owner covering their respective portions of the work for the periods specified and shall deliver same, together with his own Guarantee, to the Owner. Assignees' and Subcontractors' Guarantees shall expressly provide that same shall be enforceable directly by the Owner, if it so elects, and shall run concurrently with the Contractor's Guarantee. The Contractor shall obtain like warranties from Vendors supplying proprietary equipment to the Contractor hereunder and the same will be passed on to Owner.

- D. The Contractor shall, after prompt written notice concerning defective workmanship and within a reasonable time after receipt of such notice, make good any defects in materials or workmanship in equipment of its own manufacture which may develop during said period and in equipment supplied by Vendors which may develop during the period of the warranty obtained from Vendor or Vendors in question. Replaced equipment shall carry a warranty of one (1) year from date of receipt by Owner in case of Contractor manufactured replacements and for the period extended by the Vendor in case of Vendor supplied replacements. The Contractor shall be allowed a reasonable period within which to investigate any claim for defective materials, equipment, or workmanship and shall have free, unrestricted access to Owner's facility and performance data for this purpose.
- E. The Contractor's liability to the Owner, whether in contract or in tort, arising out of warranties, representations, instructions, or defects from any cause, shall be limited to correcting defects as aforesaid and any direct damages resulting there from.
- F. The Contractor shall not be required to repair, replace, correct, or pay for any materials, equipment, auxiliary equipment, or workmanship which shall become defective by reason of the Owner's abuse or neglect, by act of nature or by the act of a third party.

1.42. Acceptance

- A. The Owner agrees to accept the Work (1) when all construction and cleanup as called for in the Contract has been completed to the satisfaction of the Owner; and (2) when the performance warranties, if any, have been fulfilled or deemed fulfilled according to the terms thereof.
- B. The relationship of the Contractor to the City shall be that of an independent Contractor.

1.43. Assignment and Subcontracting

- A. The Contractor shall not assign or subcontract the work, or any part thereof, without the previous written consent of the City, nor shall he assign, by power of attorney or otherwise, any of the money payable under this Contract unless written consent of the City has been obtained.
- B. No right under this Contract, or claim for any money due, or to become due, hereunder shall be asserted against the City, or persons acting for the City, by reason of any so-called assignment of this Contract or any part thereof, unless such assignment has been authorized by the written consent of the City.
- C. In case the Contractor is permitted to assign monies due, or to become due, under this Contract, the instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of the work. Should any Subcontractor fail to perform in a satisfactory manner the work undertaken by him, the Contractor, upon notice from the City, shall immediately terminate his subcontract. The Contractor shall be as fully responsible and accountable to the City for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in this Contract shall create any contractual relationship between any Subcontractor and the City.

1.44. Oral Statements

- A. It is understood and agreed that the written terms and provisions of this agreement shall supersede all oral statements of representatives of the City, and oral statements shall not be effective or be construed as being a part of this Contract.

1.45. Reference Standards

- A. Reference to the standards of any technical society, organization, or association, or to codes of Local or State authorities, shall mean the latest standard, code, specification, or tentative standard adopted and published at the date of taking bids, unless specifically stated otherwise.

1.46. No Waiver of Rights

- A. The City, or any of its employees or agents, nor any order by the Owner or Engineer for payment of money, or any payment for, or acceptance of, the whole or any part of the work by the Owner or Engineer, nor any extension of time, nor any possession taken by the Owner or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the Owner, or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

1.47. Patents

- A. Royalties and fees for patents covering materials, articles, apparatus, devices, Equipment, or processes used in the work shall be included in the contract amount. The Contractor shall satisfy all demands that may be made at any time for such royalties or fees, and he shall be liable for any damages or claims for patent infringements. The Contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted against the Owner for alleged infringement of any patents involved in the work and, in case of an award of damages, the Contractor shall pay such award. Final payment to the Contractor by the Owner will not be made while any such suit or claim remains unsettled.

1.48. Materials and Equipment

- A. Unless specifically provided otherwise in each case, all materials and equipment furnished for permanent installation in the work shall conform to applicable standard specifications and shall be new, unused, and undamaged when installed or otherwise incorporated in the work. No such material or equipment shall be used by the Contractor for any purpose other than that intended or specified, unless such use is specifically authorized by the Owner in each case.

1.49. Indemnification

- A. To the fullest extent permitted by laws and regulations, the Contractor shall defend, indemnify, and hold harmless the Owner and Engineer and their officials, officers, directors, partners, consultants, agents, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals, and court and arbitration costs) arising out of or resulting from the performance of the work by the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may

be liable, to the extent such injury or damage is due to the error, omission, or negligent act of the Contractor, his Subcontractor, employees, or agents.

- B. In any and all claims against the Owner, or any of their officials, officers, directors, partners, consultants, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefits acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the Owner, the Contractor, or any of his Subcontractors.

1.50. Release of Liability

- A. Acceptance by the Contractor of the last payment shall be a release to the Owner and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or negligence of the Owner of any person relating to or affecting the work.

1.51. Limitation of Liability

- A. Contractor's total aggregate liability for damages to the Owner for any cause Whatsoever, whether in contract or in tort, including negligence or strict liability shall be limited to 100 percent of the contract amount or the limit of insurance coverage, whichever is greater.
- B. This Limitation of Liability will not apply to payment of cost and damages under patents, environmental impairment, environmental remediation, claims for personal injury, or damage to real or tangible personal property caused by Contractor's negligence or to claims by third parties.

1.52. Consequential Damages

- A. Notwithstanding any other provisions of the Contract Documents, in no event will the Contractor, his Subcontractors, or his suppliers be liable in Contract, in tort including negligence or strict liability, or otherwise for loss of anticipated profits, lost production, or cost of replacement power or temporary equipment (including additional expenses incurred in using existing facilities), damage to or loss of other property or equipment, claims of customers of the Owner, or for any special, indirect, incidental or consequential damages whatsoever, whether resulting from the performance, delay in performance, or nonperformance of the equipment supplied hereunder, and whether suffered by the Owner, its customers, or any third party.

PART 2 - Special Conditions

2.1. Contractor's Supervision at the Site

- A. The Contractor shall furnish adequate management, supervisory, and technical personnel on the site to ensure expeditious and competent handling of the work.
- B. The Contractor shall be responsible for complete supervision and control of his

Subcontractors as though they were his own forces. Notice to the Contractor shall be considered notice to any affected Subcontractor.

2.2. Relations with Other Contractors

- A. The Contractor shall cooperate with all other Contractors who may be performing work on behalf of the Owner, and with workmen who may be employed by the Owner in the vicinity of the work under this Contract; and, he shall conduct his operations to minimize interference with the work of such Contractors or workmen. The Contractor shall promptly make good, at his own expense, any injury or damage that may be sustained by other Contractors or employees of the Owner due to activities associated with this Contract. Any difference or conflict which may arise between the Contractor and other Contractors or between the Contractor and workmen of the Owner, in regard to their work shall be resolved as determined by the Owner.

2.3. Owner/Contractor Relations

- A. The Contractor shall inform the Owner in advance as to the Contractor's plan for carrying out each part of the onsite work. Review by Owner of any plan or method of work proposed by the Contractor shall not relieve the Contractor of any responsibility, therefore, and such review shall not be considered as an assumption of any risk or liability by Owner or any officer, agent, or employee thereof. The Contractor shall have no claim because of the failure or inefficiency of any plan or method so reviewed.
- B. The Contractor shall keep the Owner advised of construction-related customer outages before they occur and as soon as they are cleared. Radio communications will be provided for this purpose. For individual transformer outages, the contractor shall attempt to notify effected customers as they occur. The Owner is not anticipating the need of any large section outages. Should they be requested, the Owner will review and approve or deny such requests. Should a large outage be approved, the Owner will provide customer notifications. Any line switching required for this project will be by the Owner.
- C. Any method of work suggested by the Owner, but not specified, shall be used at the risk and responsibility of the Contractor, and the Owner shall have no responsibility therefore. The Contractor alone shall be responsible for the safety, adequacy, and efficiency of his plant, equipment, and methods.

2.4. Safety, Health, and Accident Prevention

- A. The Contractor shall conduct all operations under this Contract in a manner to avoid the risk of bodily harm and the risk of damage to any property. The Contractor shall promptly take necessary and adequate precautions against any conditions which involves a risk of bodily harm or a risk of damage to any property. The Contractor shall continuously inspect all work, materials, and equipment and conduct health surveys of all work areas to discover and determine any unsafe conditions and shall be solely responsible for the discovery, determination, and correction of any such condition. This requirement shall apply continuously and not be limited to normal working hours.
- B. The Contractor shall implement and maintain a written Safety, Health, and Accident Prevention Program specifically applicable to the work. The Safety, Health, and Accident Prevention Program shall be in accordance with the Owner's Safety Rules and Regulations and with the Codes and Regulations of Federal, State, Local, and all other

authorities having jurisdiction over this work, including the requirements of Federal and State Safety and Health Regulations for Construction and the New Jersey Public Employees Occupational Safety and Health Act (N.J.A.C. 34:6A-25 et seq.).

- C. The Contractor's written Safety, Health, and Accident Prevention Program shall include equipment to be used, sampling strategy and calculations, methods of compliance, and personal protective equipment. The calibration, sampling, and analytical laboratory procedures used shall be in conformance with OSHA's Industrial Hygiene Field Operations Manual.
- D. Upon request by the Owner, the Contractor's written Safety, Health, and Accident Prevention Program shall be submitted for review prior to the start of the work at the project site. This review will not relieve the Contractor of his responsibility for safety and health, nor shall such review be construed as limiting in any manner the Contractor's obligation to undertake any action which may be necessary or required to establish and maintain safe working conditions in respect to his work at the project site.

2.5. Emergency Protection

- A. Whenever, in the opinion of the Owner, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the work to be constructed under this Contract or of adjacent structures or property, and whenever, in the opinion of the Owner, an emergency has arisen and immediate action is considered necessary, then the Owner, with or without notice to the Contractor, may provide suitable protection by causing work to be done and material to be furnished and placed. The cost of such work and material shall be borne by the Contractor, and if the same is not paid on presentation of the bills; therefore, such costs may be deducted from any amounts due or to become due the Contractor. The performance of such emergency work shall not relieve the Contractor of responsibility for any damage which may occur.

2.6. Qualification of Workers

- A. The Contractor shall employ only workmen who are competent to perform the work assigned to them and, in the case of skilled labor, who are adequately trained and experienced in their respective trades and who do satisfactory work. The Contractor shall immediately remove from the work, whenever requested to do so by the Owner, any person considered by the Owner to be incompetent or disorderly, or for any other reason unsatisfactory or undesirable to the Owner, and such person shall not again be employed on the work without the consent of the Owner.
- B. Qualified journeymen linemen will be required to perform all 15kv hotline work. All linemen must have completed an industry recognized training and apprenticeship program. It is recognized that apprentice help may be included in the workforce. Only trained and qualified apprentices, with a minimum of three years experience, may perform hotline work. At no time shall more than one apprentice be performing 15kv hotline work with a construction crew or at a single construction site with more than one construction crew.

2.7. Fire Protection

- A. Only work procedures which minimize fire hazards to the extent practicable shall be used. Combustible debris and waste materials shall be collected and removed from the site each day. Fuels, solvents, and other volatile or flammable materials shall be stored

away from the construction and storage areas in well marked, safe containers. Good housekeeping is essential to fire prevention and shall be practiced by the Contractor throughout the performance of work.

2.8. Repair of Damages

- A. The Contractor shall immediately repair any damage, which results from this work, including damage done to the existing facilities. All such repair work shall be acceptable to the Owner.

2.9. Cooperation with Owner

- A. The performance of work, which affects the operation of the Owner's system facilities, shall be scheduled to be performed only at times acceptable to the Owner.
- B. In the event that it is necessary to interrupt the Owner's operations or the power supply or to impose abnormal operating conditions on the Owner's utility system, such procedure must be acceptable to the Owner; and, a complete understanding and agreement must be reached by all parties concerned well in advance of the time scheduled for such operation, and such understanding shall be definite as to date, time of day, and length of time required. All work shall be scheduled to suit the Owner's convenience, taking into consideration the facilities and requirements at all times during the execution of the work.

2.10. Energized Facilities

- A. The Contractor will encounter at the site of the work existing energized facilities, operating machinery, and systems, which must remain energized and functional during the execution of the work.
- B. It shall be the responsibility of the contractor to notify VMEU when, where, and which feeder number work is being performed on energized 13.2 KV distribution lines to facilitate blocks on feeder re-closer.
- C. Areas of the requested work may contain energized 69kV transmission lines overhead.
- D. The Contractor shall be completely responsible for the safety and protection of the contractors personnel and the public on the site of the work and shall employ all methods necessary to achieve such safety and also assure continuity of all service systems encountered. These methods shall include, but not be limited to providing barriers, guard structures, insulating guards and sleeves, warning signs, and prevention of unauthorized access to service system areas.

2.11. Access to Facilities

- A. The agreement between the City and the Contractor shall provide that each party grants the other, its agents and employees, during the term of the Agreement, reasonable access to the other's premises for the purpose of fulfilling obligations under the Agreement. Contractor grants City access to its premises and facilities so as to enable City to determine that the wastes are properly treated and disposed. Each party further agrees to comply with reasonable safety standards adopted by the other while on the other's premises. The City shall protect and hold confidential technologies observed while on the Contractor's plant. Contractor shall protect and hold confidential all data on wastes from the City.

2.12. No Smoking Policy

- A. All City facilities are designated as “Smoke Free” with a ban placed on any and all smoking within City buildings. This “No Smoking” policy covers all City owned/operated facilities and includes garage/receiving areas, elevators, lunch rooms, individual offices, turbine halls, and all areas within the confines of a building.
- B. The Contractor’s supervisors at the site shall be responsible for enforcing this policy which shall apply to his work force or any subcontractor’s work force contracted by him. Anyone violating this policy shall be subject to disciplinary actions deemed appropriate by VMEU. Disciplinary actions shall include, but are not limited to, the issuance of a summons or dismissal from the work site.

2.13. Pre-Bid Meeting

- A. All prospective bidders **should** attend the pre-bid meeting. The meeting will allow contractors to determine the information necessary and evaluate the work scope in-person to complete their pricing proposal. The meeting also tends to ensure familiarity with the projects and answer any questions commonly to all perspective bidders. No allowances shall be made for Contractor’s lack of familiarity with the jobs. The pre-bid meeting shall commence at 57 West Park Ave, Vineland, 08360 in the Board Conference Room, on Wednesday, June 25, 2025 at 10:00am. If you couldn’t make the pre-bid meeting, please email Tom Dunmore @ tdunmore@vinelandcity.org to make an appointment.

2.14. Project Coordination and Correspondence

- A. Please use the following mailing address for all general correspondence relating to this project clearly marked Distribution Construction Projects.
 - i. To: Tom Dunmore, 57 W. Park Ave., Suite A, PO Box 1508, Vineland, NJ 08362-1508
- B. Please use the following email addresses for general correspondence relating to this project.
 - i. To: Tom Dunmore – tdunmore@vinelandcity.org
 - ii. CC: Bob Napier – bnapier@vinelandcity.org; Will Burns - wburns@vinelandcity.org; ~~Erin Darrell – erindarrell@vinelandcity.org; John Boyle – jboyle@vinelandcity.org~~
Steve Hague – shague@vinelandcity.org; Emily Kidarrell – ekidarrell@vinelandcity.org

2.15. Standards

- A. The Contractor’s equipment utilized for the utility line construction covered by this specification shall be designed, tested, and in accordance with the latest applicable standards and code requirements including, but not limited to, the following:
 - i. National Electrical Manufacturers Association (NEMA)
 - ii. American National Standards Institute (ANSI)
 - iii. Institute of Electrical and Electronic Engineers (IEEE)
 - iv. National Electric Code (NEC)
 - v. National Electric Safety Code (NESC)
 - vi. American Society for Testing and Materials (ASTM)
 - vii. Occupational Safety and Health Administration (OSHA)

- B. All vehicles used in hotline construction including bucket trucks and digger derricks shall have insulating sections which are tested in accordance with industry standards. Testing reports shall be available upon request and shall be performed at regular intervals of six months.
- C. All insulating products and personal protective equipment including, but not limited to, gloves, sleeves, linehose, and hotsticks shall be tested in accordance with industry standard practices and time requirements.

2.16. Property or Other Damage

- A. The Contractor shall pay directly to the owners of lands and crops, any and all damages resulting to their property, whether on or off the right-of-way, from the Contractor's and his Subcontractors' work, including damages to crops, buildings and other structures, roads, bridges, and fences, irrespective of whether or not caused, or contributed to, by the negligence of the Contractor or Subcontractors, or by the negligence of the employees of either; and the Contractor agrees to indemnify and protect the Owner from any such claims or liability.
- B. The Contractor shall report, on the "Contractor's Report of Property Damage" form shown herein, such claims to the Owner within five (5) days after the claim has been initiated.
- C. If the Contractor fails to settle any claim, as provided above, for damages to or loss of property within a reasonable time, such claim, and the amount thereof, the Owner deems to be reasonable, the Owner will settle such claim and charge the amount of such settlement, and the expenses thereof, to the Contractor; and to withhold said amounts from any monies due, or to become due, to the Contractor under the contract.
- D. The determination of what is a reasonable claim, and a reasonable amount thereof, as well as what is a reasonable time for the settlement of same, will be decided by the Owner and the Contractor shall be bound by such determination.

2.17. Safety Program and Accident Reports

- A. The Contractor shall submit his proposed safety program to the Engineer ten (10) days prior to commencement of work.
- B. The Engineer will review the safety program and may request additional modification or clarification of the program should it be deemed to be insufficient to cover accident prevention for any phase of the project. The Engineer may request modifications to the program at any time during the course of the project.
- C. The Contractor shall conduct weekly safety meetings. A copy of the agenda for each safety meeting shall be submitted to the Engineer in advance of any safety meeting held.
- D. The contractor shall conduct daily tailgate meetings which emphasize safety and work for the day.
- E. The Contractor shall permit an Engineer's representative to attend any and all safety meetings conducted on the project.
- F. The Engineer will issue safety violation notices at the time of occurrence. The safety violation notice will be issued to the foreman and the person designated by the

Contractor as responsible for safety in accordance with the section entitled "Protection of Work and Property" of the General Conditions. A copy of the violation notice will be sent to the Owner.

- G. The Contractor shall be expected to use the information contained in this report for preparing his weekly safety meetings, as required by Owner.
- H. The Engineer will require that a Contractor's employee who abuses safety rules and regulations be removed from the project.
- I. The Contractor shall make an accident report on an OSHA approved form. He shall submit two copies to the Engineer within twenty-four (24) hours of any accident or occupational illness.

2.18. Contractor Furnished Materials

- A. The contractor shall furnish all new components necessary for transferring (and/or) installing VMEU attachments to VMEU poles, replaced poles, and new poles in accordance to supplied work order. Items to be furnish include, but are not limited to, cross-arms, line hardware, grounding rods (as needed), switches, armor guards, cross arm braces, bracing hardware, insulators, clevis's, nuts, bolts, washers, guy strain insulators, eye-nuts, and clamps.
- B. Contractor furnished material shall include, but not be limited to, sheeting, shoring, forming and dewatering, select earth backfill, gravel backfill, warning signs, materials for covering of holes, and any other materials needed for the project construction. All costs shall be borne by the Contractor.
- C. **Note: VMEU is ONLY supplying distribution wire (*including guy wiring*), distribution poles, switches, streetlights, and transformers (*where needed*).**

2.19. Contractor's Address

- A. The address appearing in the Agreement is hereby designated as the place to either of which notices, letters, or other communications to the Contractor shall be mailed or delivered.
- B. The delivery at the above-named place, or the depositing in a postpaid wrapper directed thereto, in any post office box regularly maintained by the Post Office, of any notice, letter or other communication to the Contractor, shall be deemed sufficient notice or service thereof upon the Contractor, and the date of such notice or service shall be the date of such delivery or depositing.
- C. The first named address may be changed at any time by an instrument in writing executed and acknowledged by the Contractor and delivered to the Owner. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or other communication upon the Contractor personally.

2.20. Character of Employees

- A. The Contractor shall immediately remove from the work, whenever requested to do so by the Engineer, any person considered by the Engineer to be incompetent or disorderly, or for any other reason unsatisfactory or undesirable to the Engineer and Owner, and such person shall not again be employed on the work without the consent of the Engineer and Owner.

2.21. Superintendent and Foremen

- A. When the Contractor or his General Superintendent is not present on any part of the work where it may be desired to give instruction in the event of emergencies, instructions may be given by the Engineer and shall be received and obeyed by the Superintendent or Foreman who may have charge of the particular part of the work in reference to which instructions are given. If requested to do so, the Engineer will confirm such instructions in writing.

PART 3 - Line Construction

3.1. General

- A. All re-conductor work on existing pole lines will require the contractor to replace all cross arms with fiberglass crossarms. The Contractor will be responsible for all identified pole sets, existing circuit preparation work, new circuit installation, energizing lines and transferring load, topping of poles for ease of transfer, and pole removal and disposal (*where applicable*). The contractor will be responsible for splicing out all primary and secondary crossings to new relocated pole line; VMEU will supply primary and secondary crossing wire as required to splice out each service. Secondary cribs will need to be transferred or re-run where applicable. Transformers, cutouts and arresters on replaced poles will have to be transferred and replaced onto the new poles; if the pole is a relocated pole without a ground, a new 50FT ground will have to be installed.
- B. All tree clearing for this project will be by VMEU. Clearing which has not been Performed to date will be completed in order of project construction as identified in the Successful bidders project schedule.
- C. A VMEU service truck will be available for aid to the contractor during the job.
- D. The contractor is responsible for proper underground facilities locating through New Jersey OneCall for all pole replacements, new pole installations, and grounding.
- E. Contractor is responsible to contact Conrail of New Jersey [Railroad (RR)] to notify any work being performed along railways.
- F. Conductors that are removed can be scrapped by contractor and credited to VMEU.

3.2. Construction Standards

- A. Attached are VMEU's Pole Construction Standards to reference and follow during construction.
- B. VMEU representation will be available for any standard clarifications or any specific guidance needed regarding standards, or items that may require aid from VMEU. A VMEU service truck will be available for contractor's crew(s) on work site.

3.3. Phase Orientation

- A. VMEU generally maintains a consistent phase relationship throughout the traditional VMEU system. VMEU Phases One, Two and Three are maintained West, Center, East or South, Center, North respectively as the case may be. Several of the projects include construction in recently acquired service territory in which the above phase relationship may not apply. Phase transposition may be required to maintain correct phasing where the new and existing service territories meet. At all corner and vertical construction

transition, the phase relationship must be maintained. The contractor is responsible for phase testing to verify correct orientations at all transition and all open switch points are maintained. Phase testing is required in areas where questionable phase orientation is encountered and at the owners request if desired.

3.4. Pole Installations/Replacements

- A. Where identified on the work order, the contractor shall set new or replace existing utility poles with the size and type identified. VMEU uses creosote southern pine poles or Chromate Copper Arsenate with Emulsion Treatment (CCA-ET), all applicable safety and handling precautions must be followed for treated poles. Where pole replacements are between energized conductors, pole guards shall be installed to protect the public and workforce from inadvertent contact with energized conductors. When facilities have been transferred to a new pole, the old pole shall be stripped and topped above the communications cables to facilitate communications transfers to the new poles. When clear, old poles shall be pulled by the contractor and disposed of accordingly. If not pulled, contractor shall credit remaining costs per units remaining. It is the contractor's responsibility to notify the New Jersey One Call underground locate service prior to any excavations for pole installations.
- B. It shall also be the responsibility of the contractor to notify VMEU when, where, and which feeder number work is being performed on energized 13.2 KV distribution lines to facilitate blocks on feeder re-closing. A VMEU service truck will be available for contractor's crews to aid in recloser operation and possible switching.

3.5. Circuit Reconductoring

- A. The reconductoring of existing energized distribution circuits shall include crossarm replacement (*with fiberglass crossarms*), all the necessary set up and precautionary work required to safely spread out, insulate, and ready existing energized conductors for pulling in new replacement circuits. New circuits shall be installed under tension sagged in accordance with initial sag requirements provided by VMEU and fully tied in and energized. Customer load shall be swung over to the new circuit. Once completed, the old circuit shall be de-energized, placed on rollers, and removed under tension.

3.6. Guying

- A. Guying shall be as stipulated on the attached work orders. All down guys shall be 7-#8 (16M) Alumoweld steel messenger cable connected to power installed Single Helix screw anchors installed to the recommended torque resulting in 23,000# pull-out strength in typical soil conditions. Transmission guy anchors shall be Double Helix. Guy insulators shall be used whenever the potential exists due to failures that a down lead could be energized from a primary circuit. It is the Contractor's responsibility to notify the New Jersey One Call underground locate service prior to any excavations for Anchor installations.

3.7. Signage, Cones, and Flaggers

- A. The construction site approach shall have adequate signage, cones, and flagging as required by Part VI of the Manual on Uniform Traffic Control Devices (MUTCD) Standards and Guides for Traffic Controls for Street and Highway Construction, Maintenance, Utility and Incident Management Operation. The work zone shall be adequately coned off for construction worker and pedestrian protection. Flaggers shall

be trained and certified in traffic control. At least two flaggers shall be maintained for work on this project at all times. More flaggers may be required as the requirements and work conditions change. The contractor is responsible for ensuring that two flaggers are available for all construction zones along public thoroughfare.

3.8. Project Work Order Summaries: Project

- A. JN 25-109
 - i. Total build and conductor approximately 18,000 circuit feet of three phase 12.47KV distribution to 795 MCM AL AAC with 4/0 Aluminum neutral. Replace portions of pole line using 45 FT class 1, install new pole line portions with 45 FT class 1 & 50 FT class 1 poles, all with new fiberglass crossarms, and 15KV insulators, 900 Amp switches where indicated, transfer all VMEU attachments to new poles including secondary services transformers, primary taps, streetlights, anchoring wire, and any other VMEU attachments.
- B. The work orders give general construction details and it shall be the responsibility of the Contractor to be familiar with the work to be done to complete each projects in its entirety. Any spread sheets or material breakdowns are only provided as an aid to bidding not a finalized material list. The contractors must be familiar with the projects and bid the work as specified, any scope changes should they apply, will be handled as a project change order.

PART 4 - Material Distribution

4.1. General

- A. VMEU will supply all Distribution Poles, all Distribution Wire (795 MCM AAC for Distribution Primary, #2 Al Triplex for secondary, 4/0 aluminum neutral, and 7#8 Alumoweld static wire for anchoring) described in attached work order.
- B. VMEU will supply new (or) replacement transformers and streetlights on an as-needed basis.
- C. VMEU will supply all switches specified on work order.
- D. **The contractor shall furnish all other material required.**
- E. Transformers may be relocated from existing lines where permitted upon VMEU representative approval. VMEU material standards are attached. All materials shall be as specified or approved equals determined solely by VMEU. Poles and wire cannot be substituted. Materials used should meet or exceed the attached material standards, and materials should be according to part numbers supplied or must be requested and approved in writing.

4.2. VMEU Supplied Material

- A. VMEU utilizes standard utility industry materials as detailed in the job work order and construction standards.
- B. The following material will be provided to contractor by VMEU:
 - i. Poles - 45ft Class 1; 50ft Class 1; 75ft Class 1 (*if applicable*)
 - ii. Primary Wire –795 MCM AAC 27St Arbutus.

- iii. 4/0 Aluminum Neutral Wire
- iv. Guy and Static Wire – 7 #8 Alumoweld (16M)
- v. Secondary Wire - #2 Aluminum Triplex
- vi. Transformers (Replacements – As Needed)
- vii. Streetlights & Flood Lights (Replacements – As Needed)
- viii. 1200A & 900A Switches

PART 5 - Proposals

5.1. General

- A. Bidder shall complete and submit the Proposal Form provided with the bid specifications and provide a bar chart indicating major milestones.
- B. **The submitted proposals shall be based on the on-site evaluation performed during the pre-bid meeting. VMEU is recommending the bidders to ride-out the entire route of the circuit construction with Work Order 25-109 in hand to visual observe existing conditions in detail.**
- C. The Bidder is encouraged to provide other information that may be helpful in evaluating the proposal, provided it is well organized. Contractor shall provide names, positions, years in position, and personal resumes of the key personnel to be assigned to this project, a narrative statement detailing the capabilities, qualifications and related experience of the Contractor, and a list of clients complete with references and current phone numbers for whom related work has been performed. Contractors must have sufficient experience performing energized utility construction work. At the sole discretion of the City, Contractors with little or no experience will be considered unqualified.

5.2. Bidder Exceptions

- A. Exceptions that significantly alter the intent of the Bid Specifications will subject bid to disqualification. Also, any exception that places any other bidder at a disadvantage in the bidding process will subject bid to disqualification, even in the event that such exception is deemed in the City's best interest.

5.3. Proposed Changes

- A. Any proposed changes to the bid specifications shall be proposed as bid options and when such change or modification affects the bid cost, it shall be proposed as a bid adder or bid deduct. This will ensure that all bids are evaluated on an equal footing. Otherwise, bidders' proposals that substantially modify the bid specifications would have to be rejected, even in the event that the proposed change or modification is deemed advantageous to the City.

5.4. Printed Terms and Conditions

- A. The inclusion of manufacturers' standard terms and conditions will not be viewed as exceptions to the bid specifications. In other words, unless the Bidder takes explicit exception to a specific term or condition of the Bid specification, the Bid specification shall prevail. If "wholesale" or "blanket" exceptions taken, for example, "proposal is

contingent upon acceptance of the enclosed manufacturers standard terms and conditions," the bid will be rejected. If any exception to the bid specification is taken, alternate language or a remedy must be proposed. If such remedy is deemed to meet the intent of the bid specifications and does not place any other Bidder at a disadvantage (alternately, does not give the Bidder taking the exception an advantage), it will be accepted; otherwise, the bid will be rejected.

5.5. Pricing

- A. Contractor's prices shall remain firm for the duration of the contract. Escalation clauses shall be unacceptable. Contractor price shall include all applicable costs such as shipping, taxes, materials, permits, fees, labor, etc. All City permit, construction permit, and planning fees will be waived.

PART 6 - Evaluation of Bids

6.1. Review Committee

- A. VMEU will evaluate bid proposals and make a final recommendation to the governing body.
- B. Bids will be evaluated based on which is in the best interest as determined by VMEU.
- C. Bid evaluation will be on base bid with options if funds are available as deemed in the best interest of VMEU at the time of award.
- D. VMEU will determine which proposal is in the best interest of the Vineland Municipal Electric Utility, and to ensure such proposal is in compliance with the technical bid specifications and applicable statutes.
- E. The intent of the technical bid specifications is to clearly describe the work required to be performed for the Primary Circuit Line construction detailed in the specification and provide an equal opportunity for qualified bidders.

PART 7 - Attachments

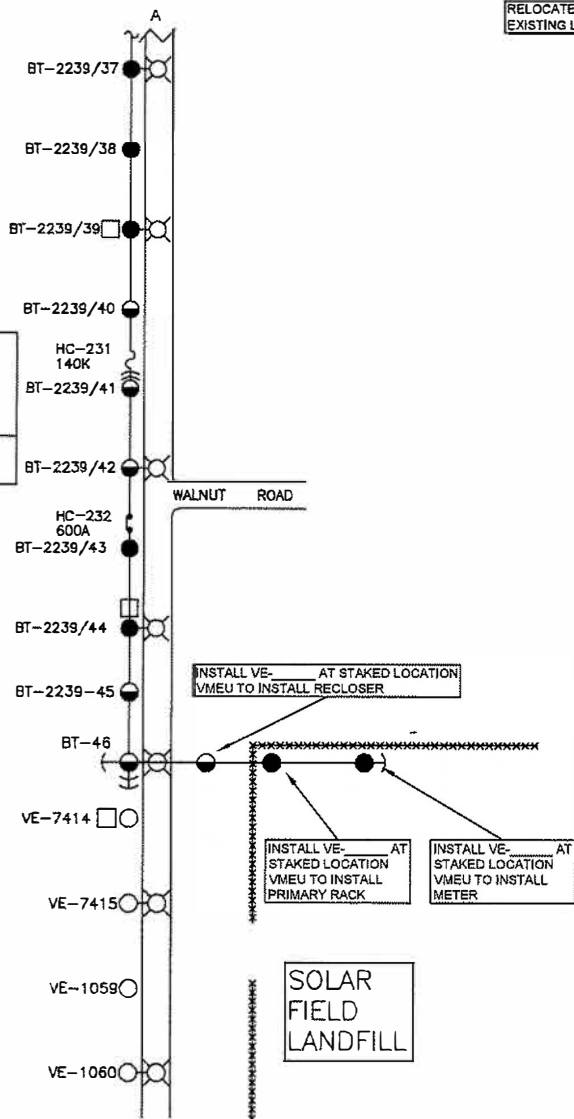
7.1. List of Attachments

Attachment	Description
1	Proposal
2	Attachment 2 - Work Order (JN) 25-109
3	Attachment 3 - VMEU Pole Construction Standards
4	Attachment 4 - VMEU Guying Construction Standards



FROM METERING POLE TO
BT-2239/37 RUN (1,350
FT)(3#) = 4,050 FT OF 795
FOR EXPRESS FEEDER
ON UD WITH 4/0 AL COVERED
NEUTRAL

UD NEW EXPRESS FDR
LD FDR 154



RELOCATE BT-2239/26 25 FT NORTH OF
EXISTING LOCATION AT STAKED LOCATION.

FROM BT-2239/37 TO
BT-2239/26 RUN (1,570 FT)(3#)
= 4,710 FT OF 795 FOR
EXPRESS FEEDER
ON UD WITH 4/0 AL COVERED
NEUTRAL

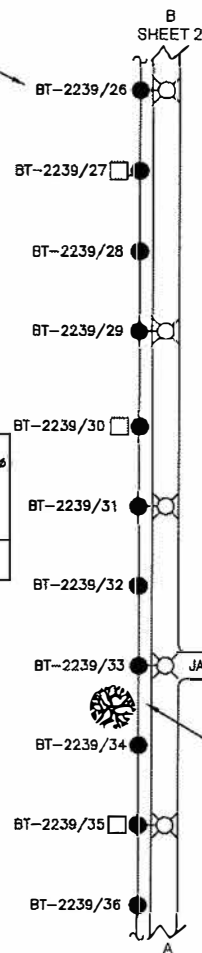
UD NEW EXPRESS FDR
LD FDR 154

INSTALL VE- AT STAKED LOCATION
VMEU TO INSTALL RECLOSER

INSTALL VE- AT
STAKED LOCATION
VMEU TO INSTALL
PRIMARY RACK

INSTALL VE- AT
STAKED LOCATION
VMEU TO INSTALL
METER

SOLAR
FIELD
LANDFILL



NOTES:

1. REPLACE ALL LIGHTNING ARRESTORS & INSULATORS FOR 13.2 KV
2. LIGHTNING ARRESTORS ARE TO BE PLACED AT ALL SWITCH POINTS, AND EACH POLE BEFORE AND AFTER.
3. INSTALL 8 FT FIBERGLASS CROSS ARMS ON ALL POLES, EXCEPT FOR TRANSMISSION AND SWITCH POLES, WHERE 10 FT FIBERGLASS CROSS ARMS ARE TO BE INSTALLED
4. TRANSFER ALL EXISTING ATTACHMENTS TO NEW POLES
5. TEST & REPLACE ALL GROUNDS AS NEEDED
6. REPLACE & INSTALL NEW GUY WIRES WHERE INDICATED

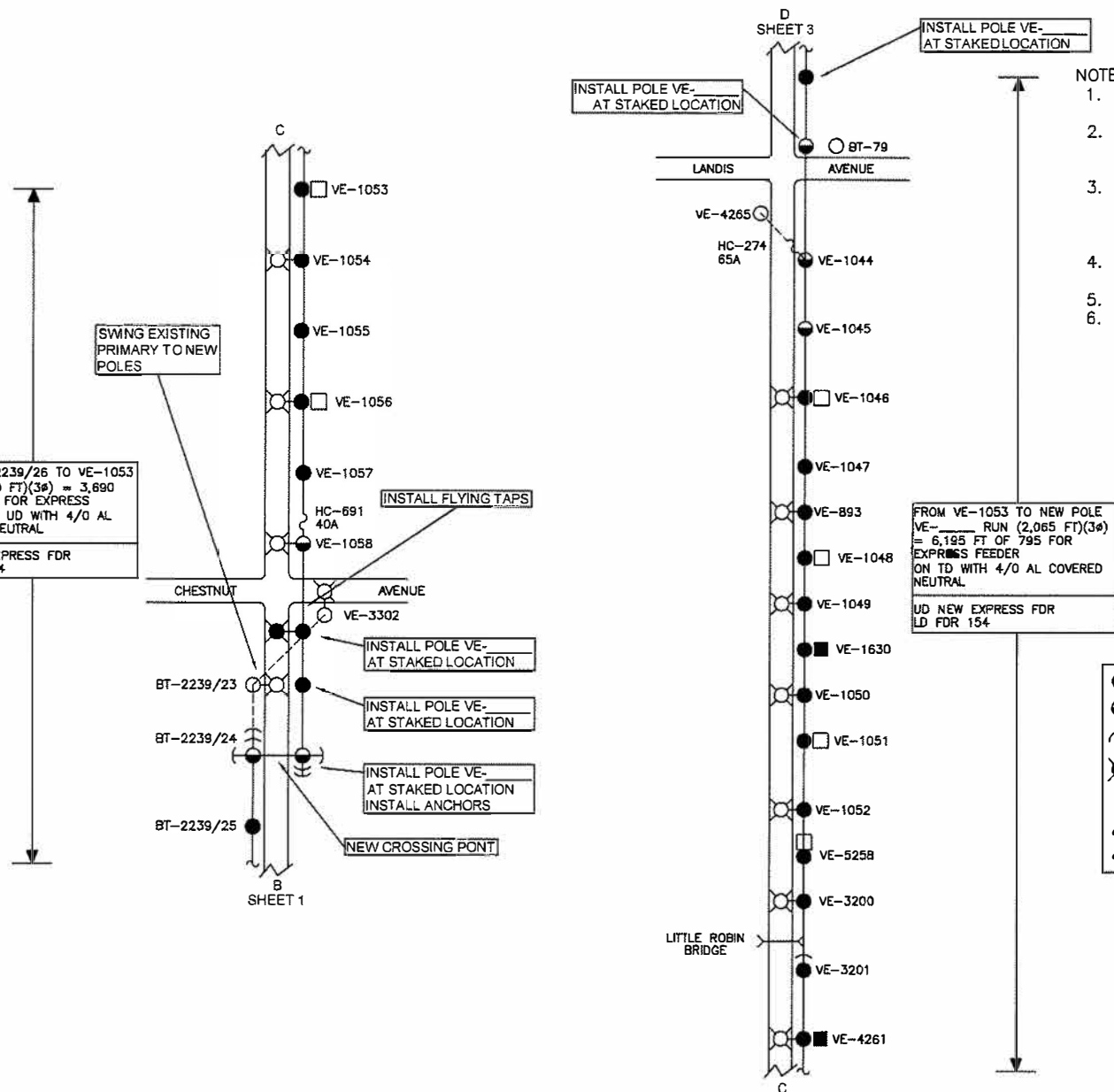
- REPLACE/ INSTALL 45 FT CL 1 POLE (S1)
- REPLACE/ INSTALL 50 FT CL 1 POLE (15)
- ⤴ ANCHOR (B)
- ⊗ INSTALL NEW STREET LIGHT AS INDICATED
- ⌋ FUSE
- ⌋ CLOSED SWITCH
- ⌋ OPEN SWITCH

SHEET 1 OF 5

LANDFILL SOLAR CIRCUIT CONSTRUCTION

VINELAND MUNICIPAL ELECTRIC UTILITY
VINELAND, NEW JERSEY

DATE: 9/27/2024	SCALE: NONE
DRAWN: EHS	JOB # 26-109
ENGINEER:	VAULT #
APPROVED:	DRAWING #



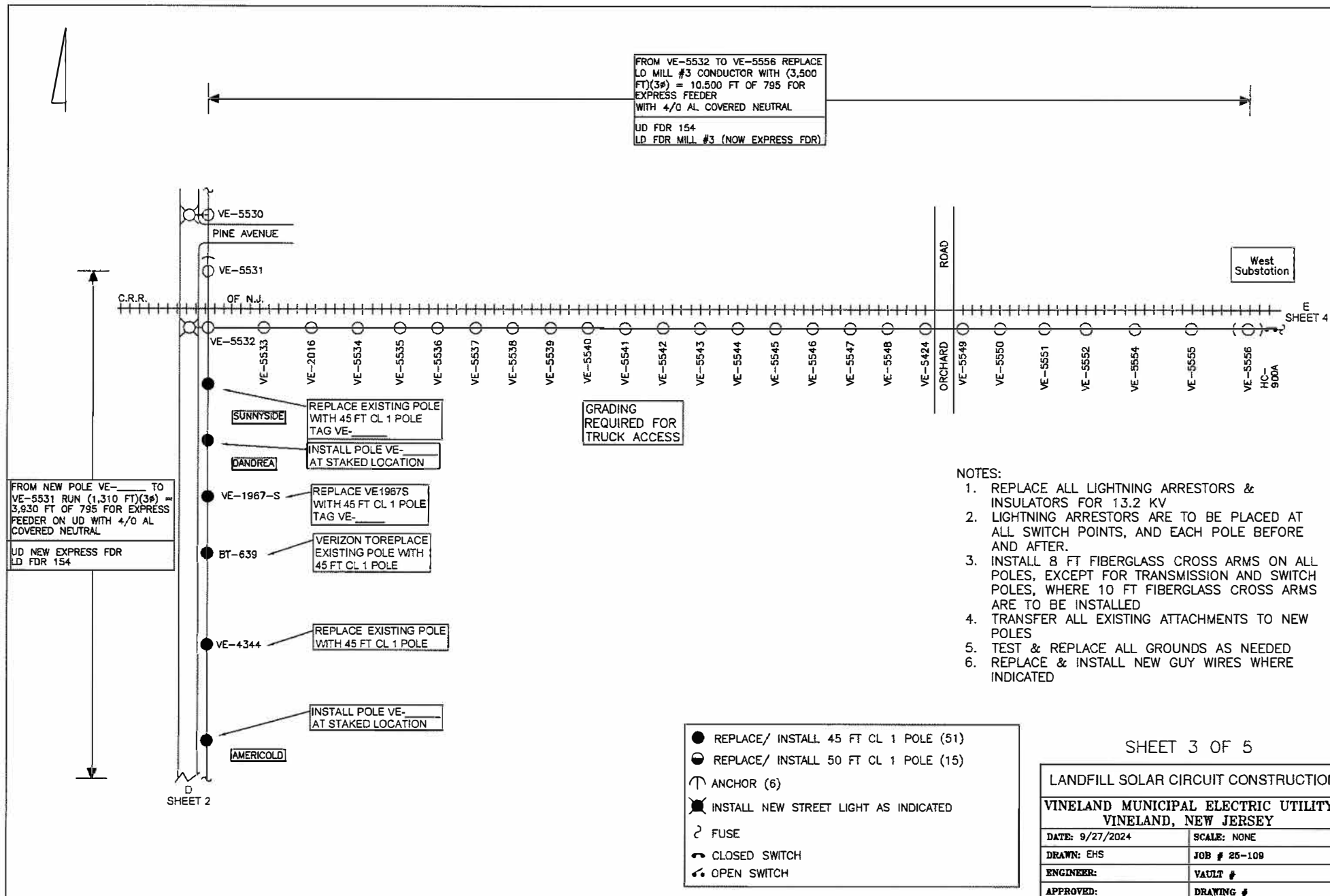
NOTES:

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4. TRANSFER ALL EXISTING ATTACHMENTS TO NEW POLES
5. TEST & REPLACE ALL GROUNDS AS NEEDED
6. REPLACE & INSTALL NEW GUY WIRES WHERE INDICATED

- REPLACE/ INSTALL 45 FT CL 1 POLE (51)
- REPLACE/ INSTALL 50 FT CL 1 POLE (15)
- ⤴ ANCHOR (6)
- ⊗ INSTALL NEW STREET LIGHT AS INDICATED
- ⌋ FUSE
- ⌋ CLOSED SWITCH
- ⌋ OPEN SWITCH

SHEET 2 OF 5

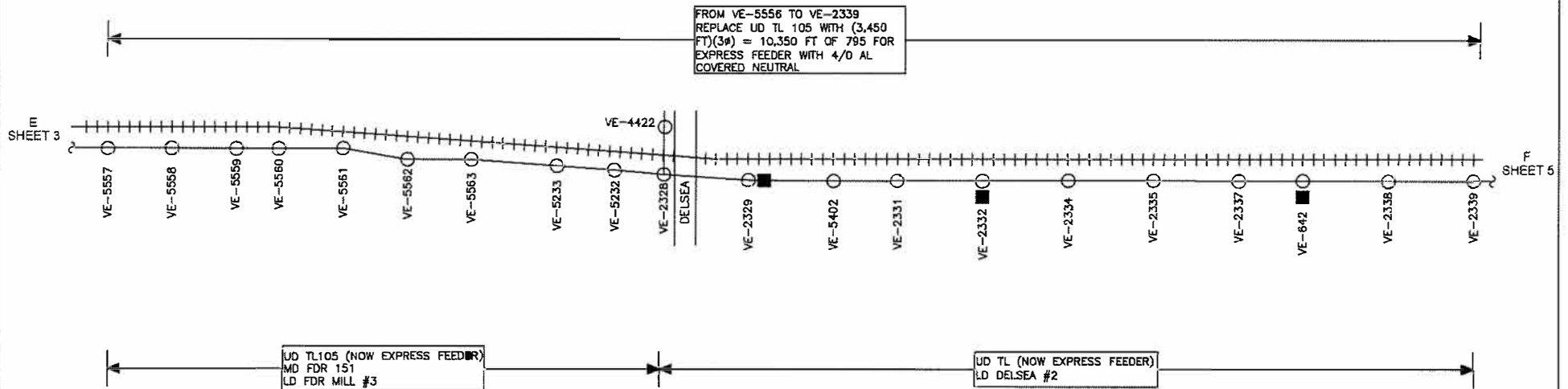
LANDFILL SOLAR CIRCUIT CONSTRUCTION	
VINELAND MUNICIPAL ELECTRIC UTILITY VINELAND, NEW JERSEY	
DATE: 9/27/2024	SCALE: NONE
DRAWN: EHS	JOB # 25-100
ENGINEER:	VAULT #
APPROVED:	DRAWING #



- REPLACE/ INSTALL 45 FT CL 1 POLE (51)
- REPLACE/ INSTALL 50 FT CL 1 POLE (15)
- ⌈ ANCHOR (6)
- ⊗ INSTALL NEW STREET LIGHT AS INDICATED
- ⌋ FUSE
- ⌋ CLOSED SWITCH
- ⌋ OPEN SWITCH

NOTES:

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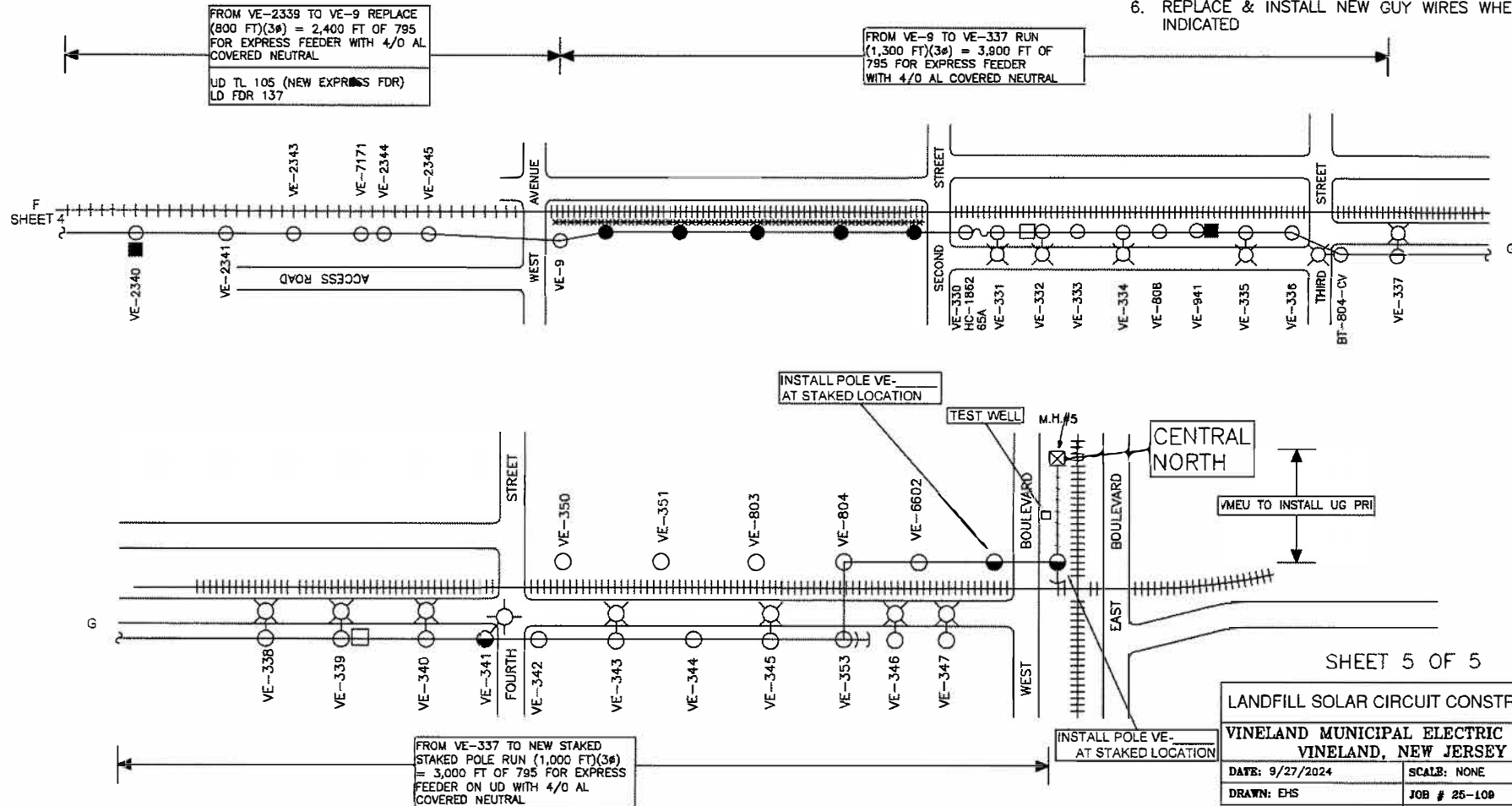
SHEET 4 OF 5

LANDFILL SOLAR CIRCUIT CONSTRUCTION	
VINELAND MUNICIPAL ELECTRIC UTILITY VINELAND, NEW JERSEY	
DATE: 9/27/2024	SCALE: NONE
DRAWN: EHS	JOB # 26-100
ENGINEER:	VAULT #
APPROVED:	DRAWING #

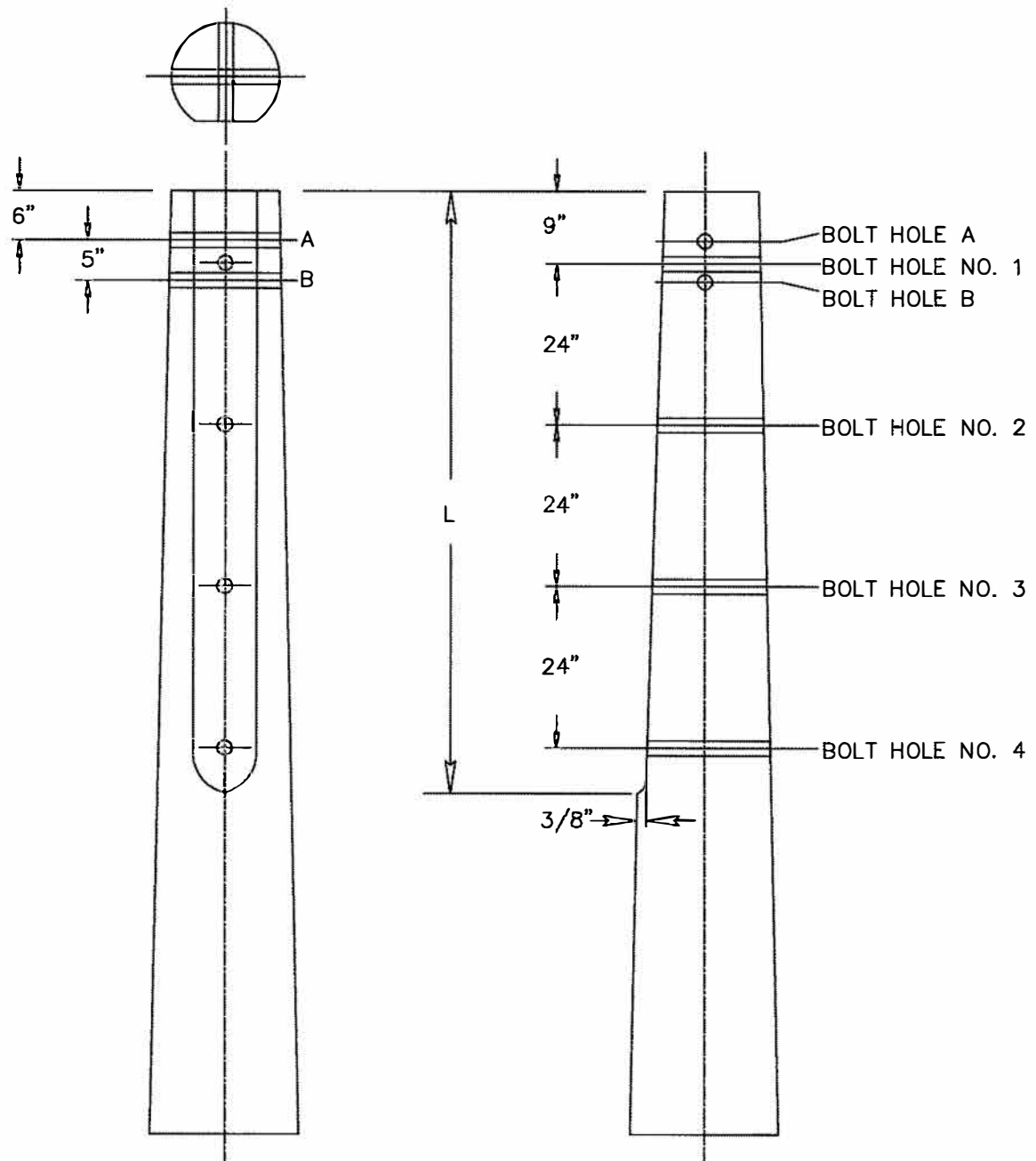
- REPLACE/ INSTALL 45 FT CL 1 POLE (51)
- REPLACE/ INSTALL 50 FT CL 1 POLE (15)
- ⤴ ANCHOR (6)
- ⊗ INSTALL NEW STREET LIGHT AS INDICATED
- ⌋ FUSE
- ⬤ CLOSED SWITCH
- ⬤ OPEN SWITCH

NOTES:

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LANDFILL SOLAR CIRCUIT CONSTRUCTION	
VINELAND MUNICIPAL ELECTRIC UTILITY	
VINELAND, NEW JERSEY	
DATE: 9/27/2024	SCALE: NONE
DRAWN: EHS	JOB # 25-108
ENGINEER:	VAULT #
APPROVED:	DRAWING #



NOTES

- 1) ALL BOLT HOLES 11/16" DIAM.
- 2) GAIN HOLE ON POLES SHOWING SWEEP OR CURVATURE SHALL BE LOCATED ON THE CONCAVE SIDE IN THE PLANE OF THE GREATEST SWEEP.
- 3) POLES TO BE DRILLED BEFORE TREATING.

LENGTH OF POLE	BOLT HOLE NO.	LENGTH OF GAIN (L)
30' & 35'	NO. 1	NONE
40' thru 60'	A,B,1,2,3,4	7'-0"
65' & over	NONE	NONE

UTILITY CONSTRUCTION STANDARDS

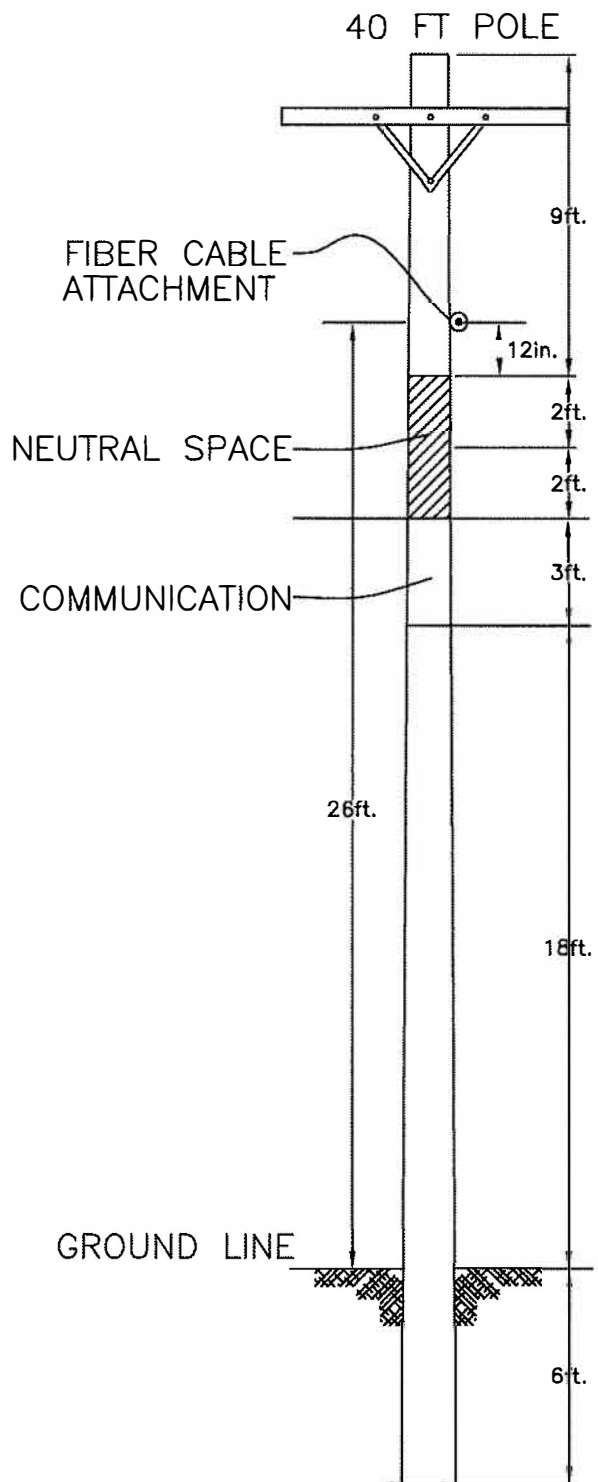
SPECIFICATION FOR FRAMING POLES



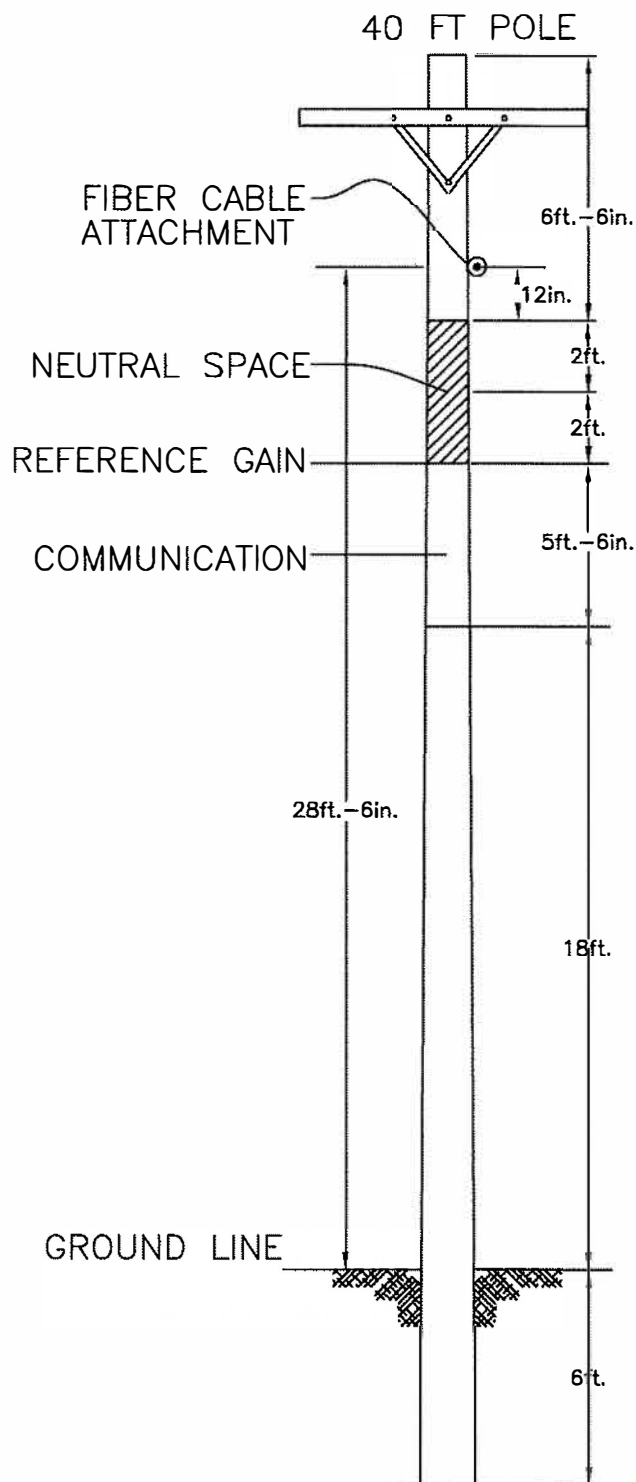
PC-001

APPROVED: *SGH* DATE: 04-26-06 REV: 7

PG. 1/1



DETAIL 1
TYPICAL FIBER
OPTIC INSTALLATION
21' REFERENCE GAIN



DETAIL 2
TYPICAL FIBER
OPTIC INSTALLATION
23½' REFERENCE GAIN

UTILITY CONSTRUCTION STANDARDS

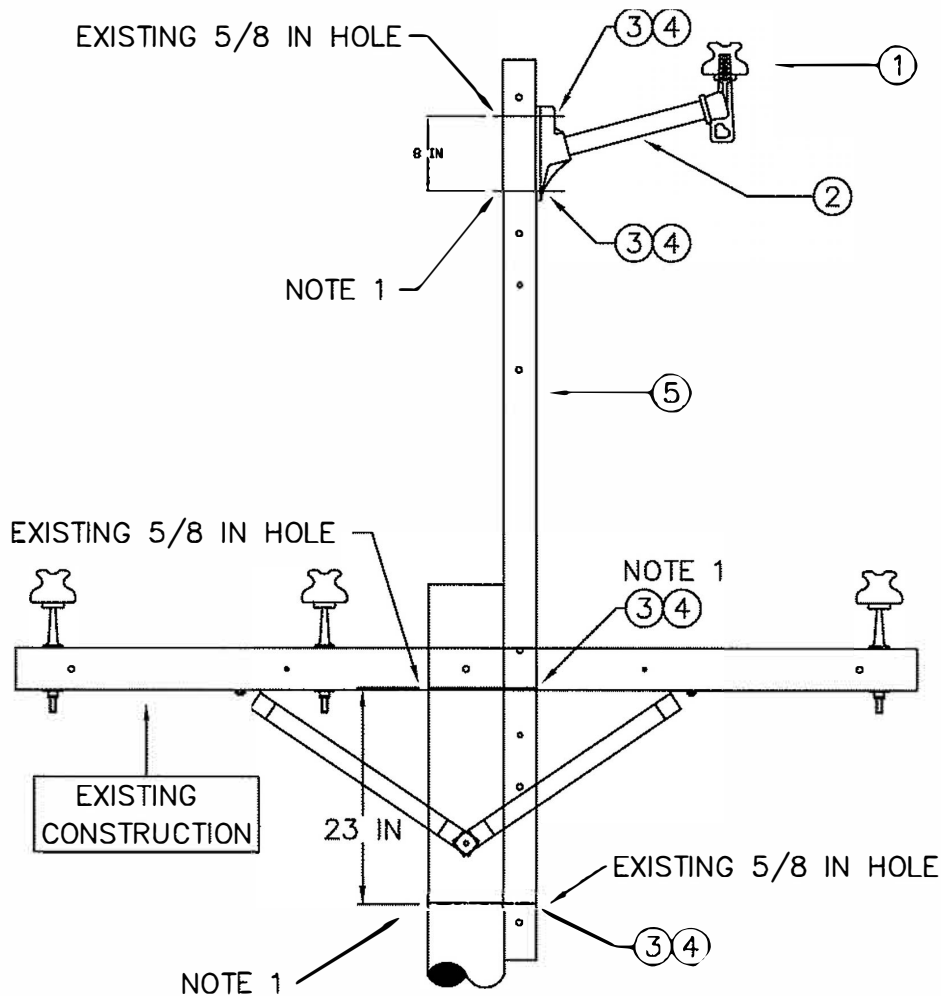
SPACE ALLOCATION ON JOINTLY USED POLES



PC-003

APPROVED: *SGH* DATE: 02-17-06 REV: 1

PG. 1/1



NOTE:

- 1 DRILL HOLE FOR 5/8 INCH BOLT.
- 2 FOR POLE CONSTRUCTION WITH SIDE STRAIN, USE TWO (2) VERTICAL ARMS TO SUPPORT THE STRESS.

BILL OF MATERIALS			
ITEM NO.	DESCRIPTION	QTY	CVEU NO.
1	INSULATOR, 15 KV PIN TYPE	1	507-010
2	FIBERGLASS ARM, SINGLE PHASE	1	340-003
3	BOLTS, MACHINE: 5/8 INCH GALVANIZED	4	199-0**
4	WASHER, SQUARE: 2-1/4 IN GALVANIZED	X	956-003

X INDICATES QUANTITY AS REQUIRED

* INDICATES CVEU NUMBER DEPENDS ON MATERIAL AS REQUIRED

UTILITY CONSTRUCTION STANDARDS

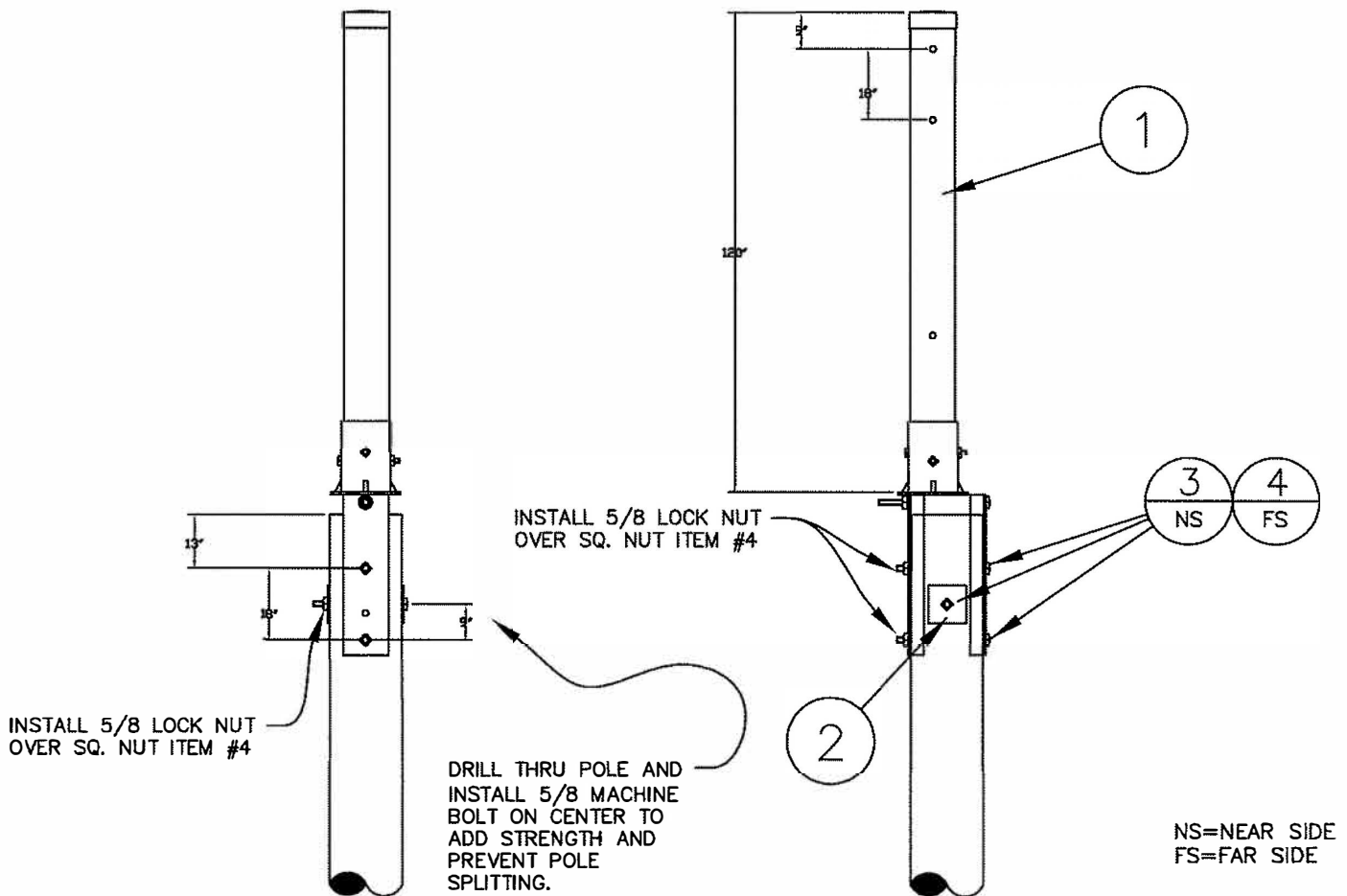


POLE TOP EXTENSION VERTICAL CROSSARM

PC-004

APPROVED: *SGH* DATE: 11-09-87 REV: 1

PG. 1/1



BILL OF MATERIAL

ITEM No.	DESCRIPTION	QUAN.	VMEU STOCK REF. No.
1	FIBERGLASS POLE TOP EXTENSION	1	624-001
2	WASHER, CURVED: 3" SQ. GALVANIZED	2	956-004
3	BOLT, MACHINE: 5/8" x LENGTH REQ'D GALVANIZED	3	199-TBD
4	SQUARE NUT: 5/8"	3	591-011
5			

UTILITY CONSTRUCTION STANDARDS

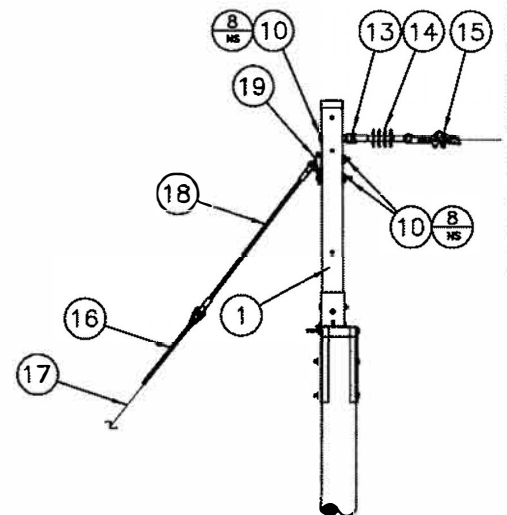
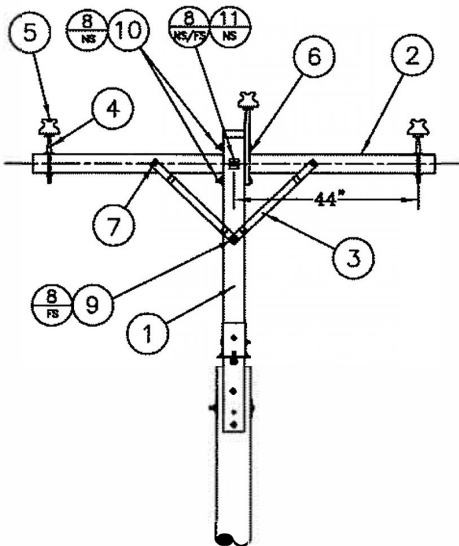
POLE TOP EXTENSION FIBERGLASS



PC-005

APPROVED: *SQH* DATE: 02-17-09 REV: 1

PG. 1/2



BILL OF MATERIAL

ITEM No.	DESCRIPTION	QUAN.	VMEU STOCK REF. No.
1	FIBERGLASS POLE TOP EXTENSION	1	624-001
2	CROSSARM, WOOD: 3-1/2" x 4-1/2" x 8'-0"	1	340-002
3	BRACE, CROSSARM, HEAVY DUTY BRACE WOOD (PAIR)	1	205-001
4	PIN, STEEL: GALVANIZED FOR WOOD ARM USE-6"	2	609-001
5	PRIMARY INSULATOR, PIN TYPE: 15KV CLASS	3	507-010
6	RIDGE PIN, POLE TOP: 20"	1	609-003
7	BOLT, CARRIAGE: 3/8" x 4-1/2" GALVANIZED	2	199-031
8	WASHER, SQ.: 2 1/4" FOR 5/8" BOLT, GALVANIZED	AS REQ'D	956-003
9	BOLT, MACHINE: 1/2" x 8" GALVANIZED	1	199-008
10	BOLT, MACHINE: 5/8" x 8" GALVANIZED	AS REQ'D	199-081
11	BOLT, MACHINE: 5/8" x 10" GALVANIZED	1	199-010
12	EYENUT, OVAL: 5/8"	1	591-004
13	DEADEND INSULATOR: POLYMER	1	507-022
14	CLAMP, DEADEND: 477 WIRE	1	280-011
	CLAMP, DEADEND: 795 WIRE	1	280-014
15	DEAD END GRIP: (FANNER)	AS REQ'D	450-002
16	GUY WIRE: 7-#8	AS REQ'D	968-060
17	GUY STRAIN INSULATOR, 36"	1	507-032
	GUY STRAIN INSULATOR, 120"	1	507-033
18	GUY HOOK COMBINATION	1	492-007

UTILITY CONSTRUCTION STANDARDS

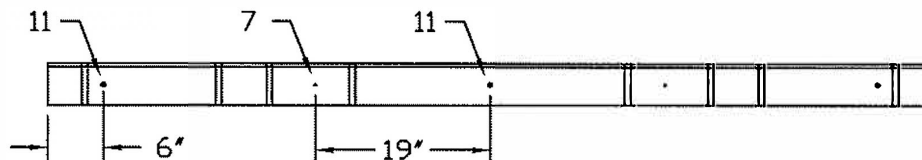
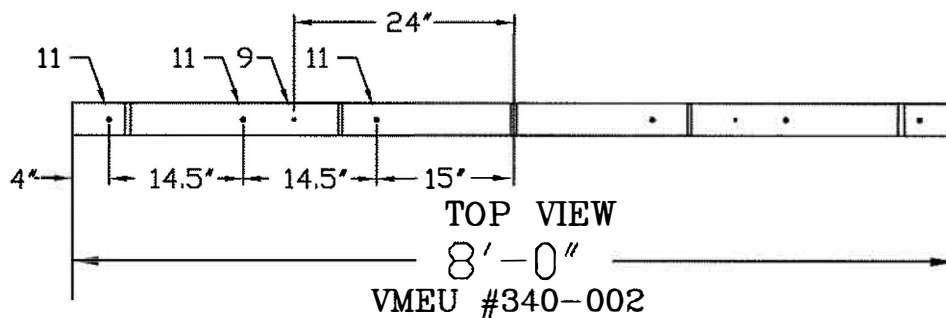


TYPICAL CONSTRUCTION POLE TOP EXTENSION

PC-005

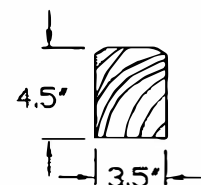
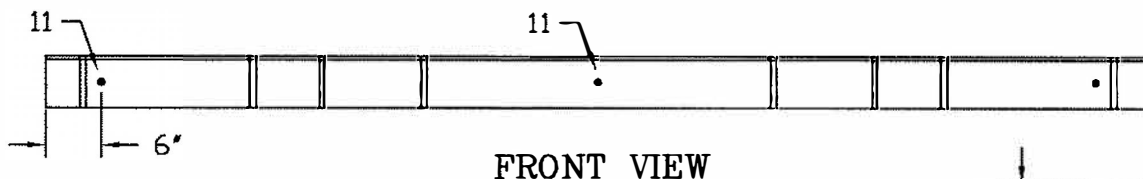
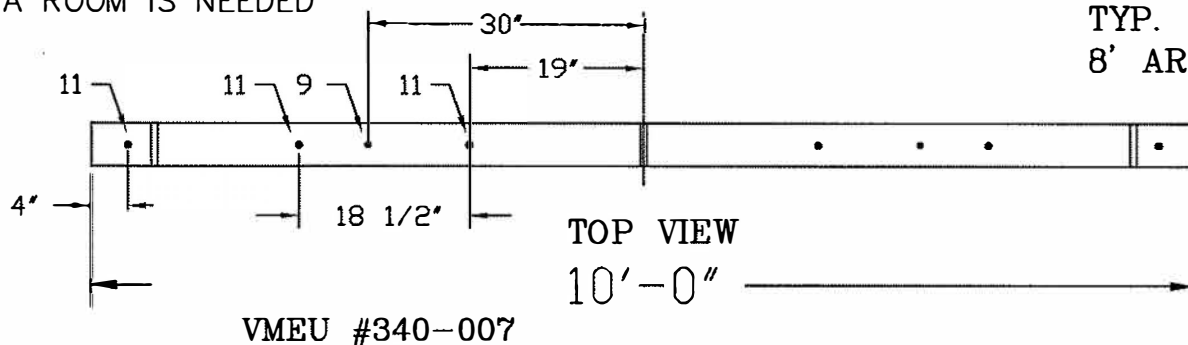
APPROVED: *SQA* DATE: 02-17-09 REV: 1

PG. 2/2



NOTE:

10' ARM TO BE USED FOR SWITCHING, 3-PHASE XFRM BANK INSTALLATIONS AND WHEN EXTRA ROOM IS NEEDED



TYP. SECT.
8' ARM

HOLE SIZES

7 - 7/16"
9 - 9/16"
11 - 11/16"

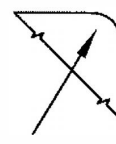
TOLERANCES

Length $\pm 1/4$ "
Width $\pm 1/8$ "
Depth $\pm 1/8$ "
Radius of Roofing $\pm 1/8$ "
Hole Spacing $\pm 1/8$ "

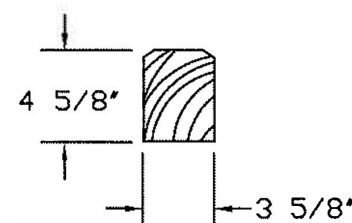
**DETAIL- TOP EDGES
(8' & 10' ARMS)**



3/8" 1/8"x45° Chamfer
entire length



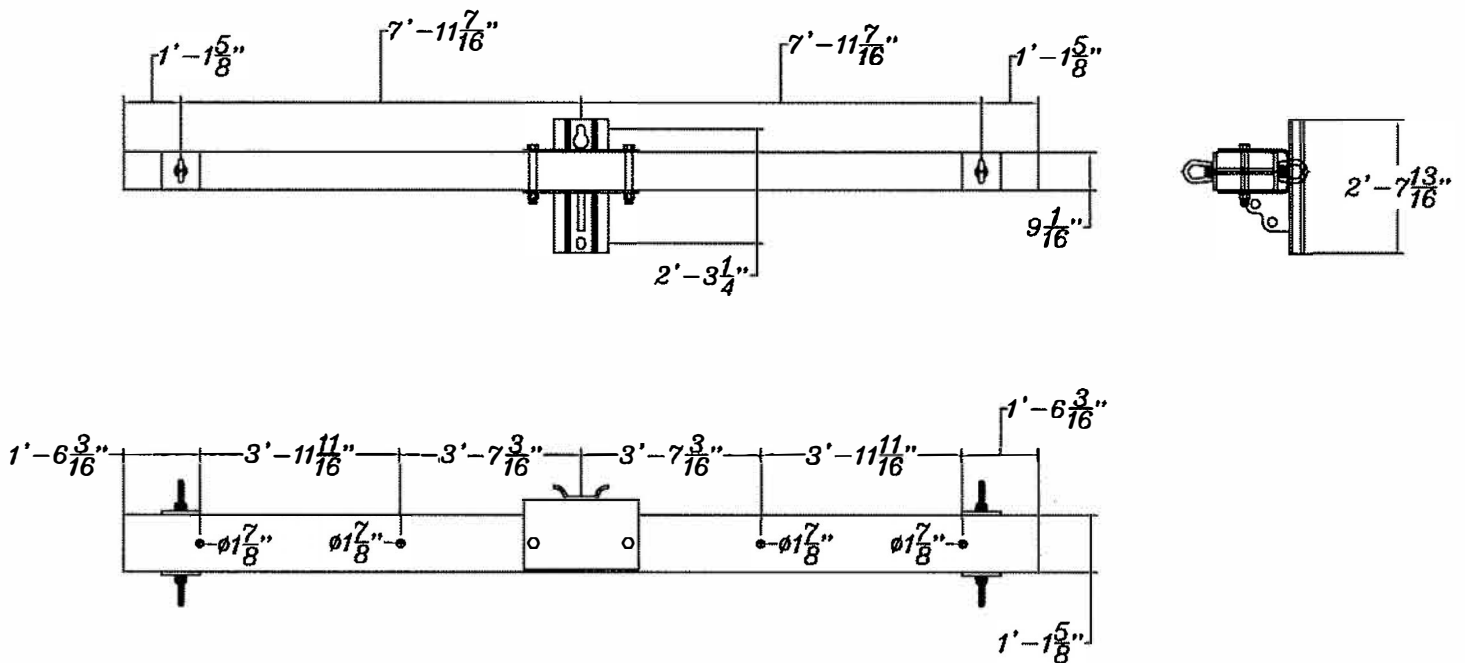
$\pm 3/8 \pm 1/8$ " Radius
entire length



TYP. SECT.
10' ARM

TYPE
05M

8' DEAD-END ARM
VMEU #340-006
(SHAKESPEAR # IDB096N12242 OR EQUIV.)
10,000# per Position



- *4" x 6" x 30" x 8' Pultruded Stock
- *Protective UV Coating
- *Polyester Veil
- *Closed Cell Injected Foam

UTILITY CONSTRUCTION STANDARDS

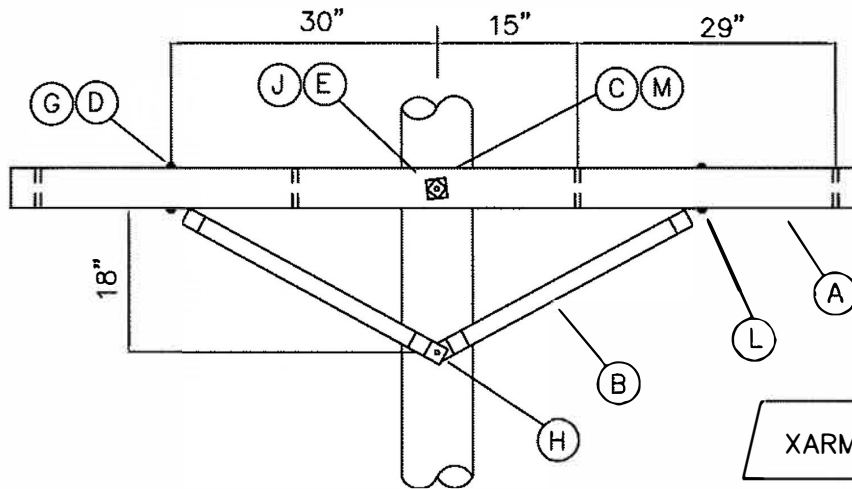


DISTRIBUTION DEAD-END CROSSARM STANDARD DETAIL

PC-007

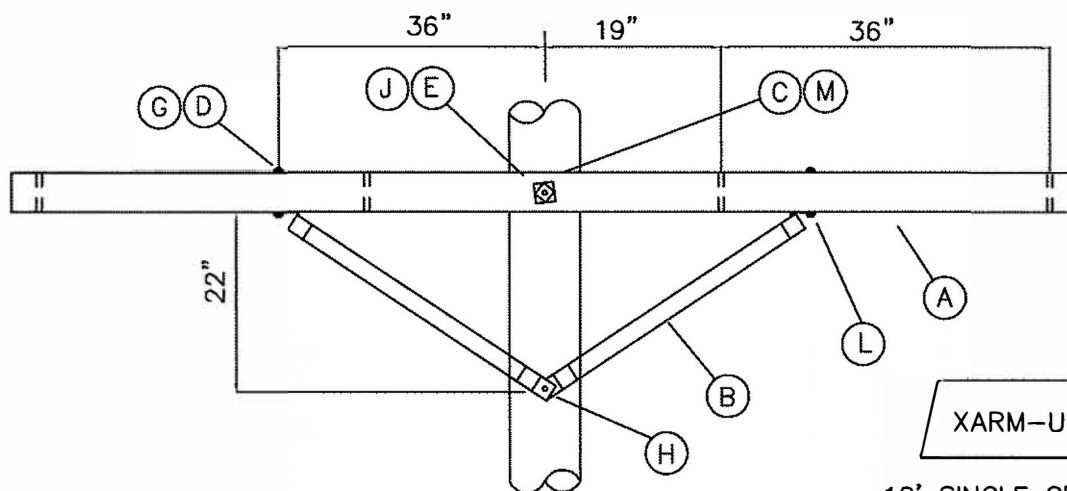
APPROVED: *SGH* DATE: 02-12-09 REV: 1

PG. 1/1



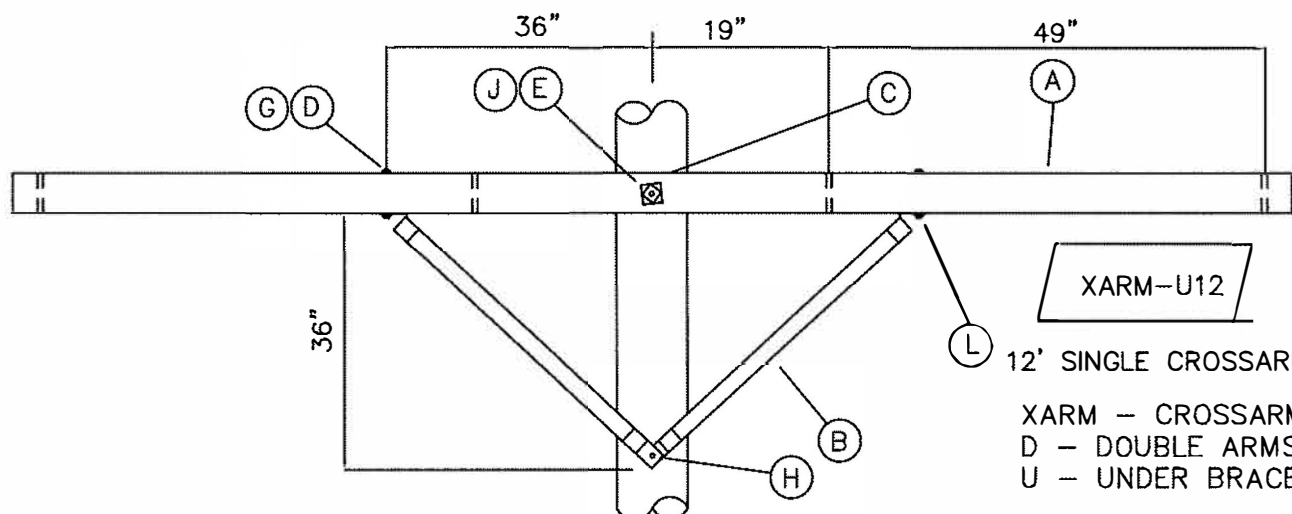
FIBERGLASS APPLICATIONS
IE, POLE TOP
EXTENSION

8' SINGLE CROSSARM



FIBERGLASS APPLICATIONS
IE, POLE TOP
EXTENSION

10' SINGLE CROSSARM



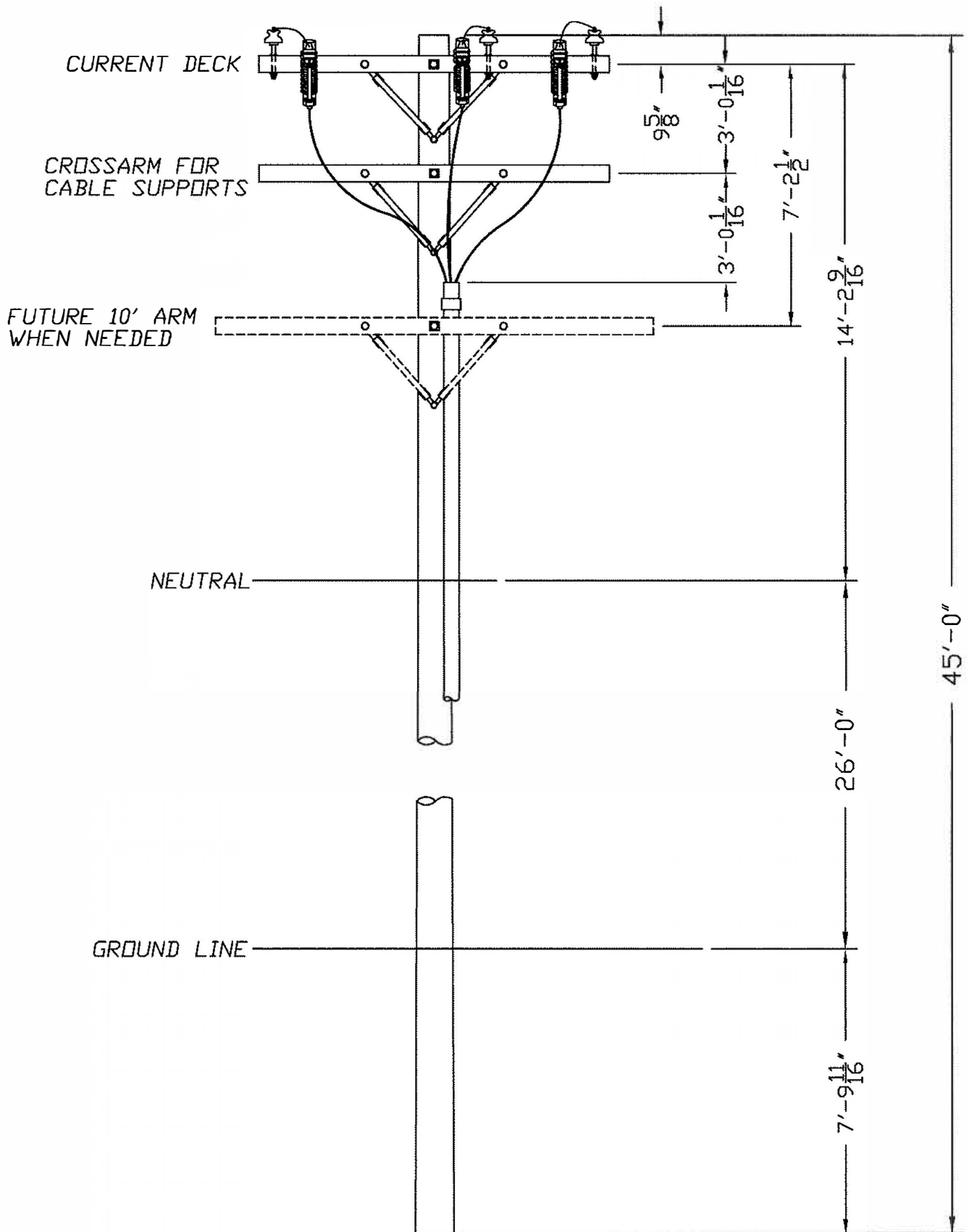
XARM-U12

12' SINGLE CROSSARM

XARM - CROSSARM
D - DOUBLE ARMS
U - UNDER BRACED

XARM

USE TO REMOVE OR TRANSFER ANY NON-STANDARD SINGLE OR DOUBLE CROSSARM(S),
WITH OR WITHOUT BRACES



UTILITY CONSTRUCTION STANDARDS

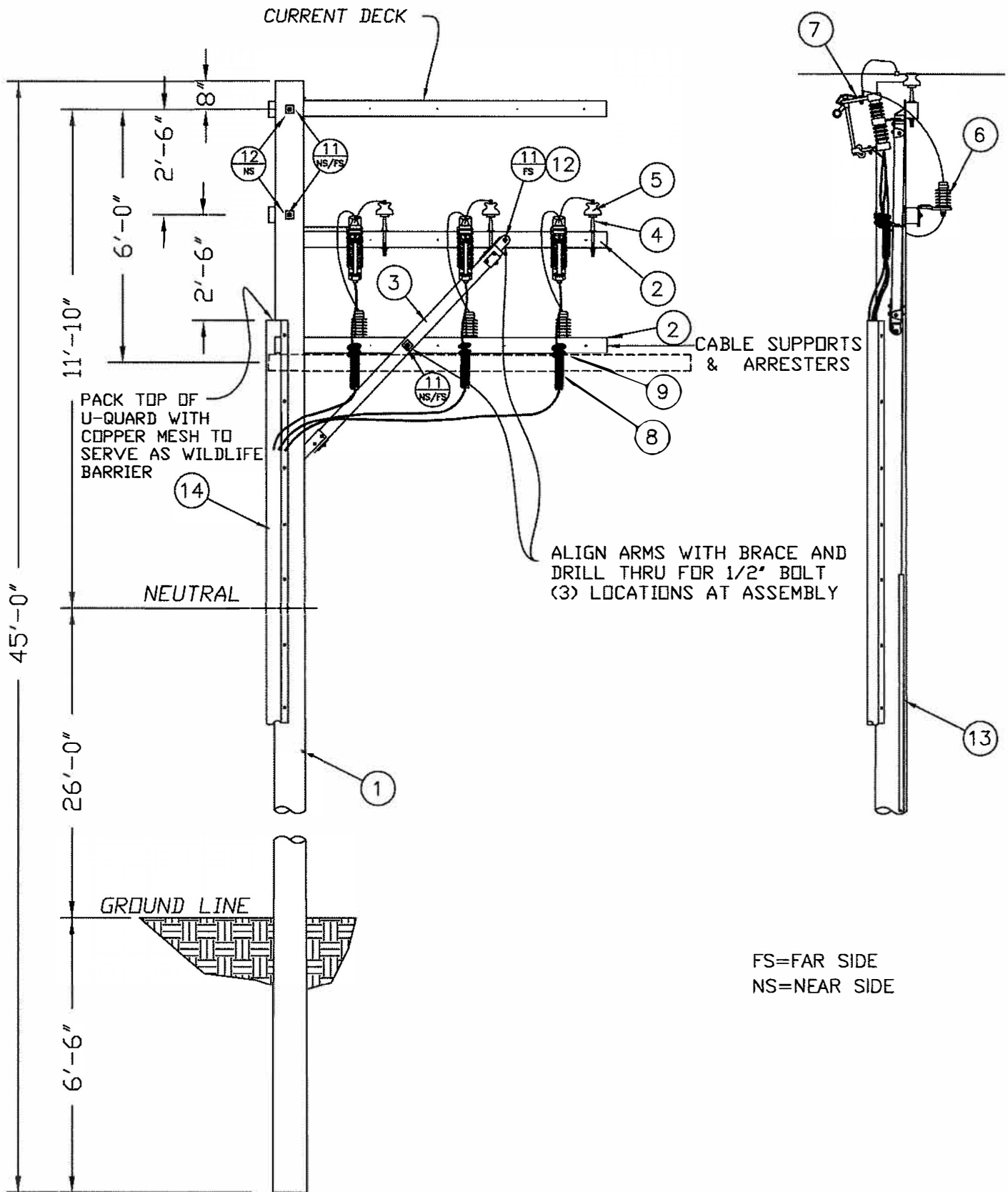


FRAMING DETAIL FUTURE UNDERBUILT RISER

PC-009

APPROVED: *SGH* DATE: 03-13-06 REV: 1

PG. 1/1



UTILITY CONSTRUCTION STANDARDS



ALLY ARM ASSEMBLY FUTURE UNDERBUILT RISER

PC-010

APPROVED: *SGH* DATE: 10-07-14 REV: 2

PG. 1/2

BILL OF MATERIAL

ITEM No.	DESCRIPTION	QUAN.	VMEU STOCK REF. No.
1	POLE, TREATED: 45'-0"	1	624-045
2	CROSSARM, WOOD: 3-1/2" x 4-1/2" x 8'-0"	3	340-002
3	BRACE, ALLEY ARM, 2-3/4" X 3-1/2" X 7'-0": WOOD	2	205-004
4	PIN, STEEL: GALVANIZED	3	609-001
5	PRIMARY INSULATOR, PIN TYPE: 15KV CLASS	3	507-010
6	10kV RISER POLE LIGHTNING ARRESTER	3	127-005
7	FUSE CUTOUT	3	347-005
8	CABLE SUPPORT	3	829-001
9	CABLE TERMINATION	3	872-014
10	BOLT, MACHINE: 5/8" x 6" GALVANIZED	5	199-006
11	WASHER, SQ.: 2 1/4" FOR 5/8" BOLT, GALVANIZED	7	956-003
12	BOLT, MACHINE: 5/8" x 12" GALVANIZED	3	199-012
13	POLE GROUND ASSY.	1	SEE D-804
14	U-GUARD	1	SEE D-1062
15	COPPER MESH FILLER	AS REQ'D	854-007

UTILITY CONSTRUCTION STANDARDS

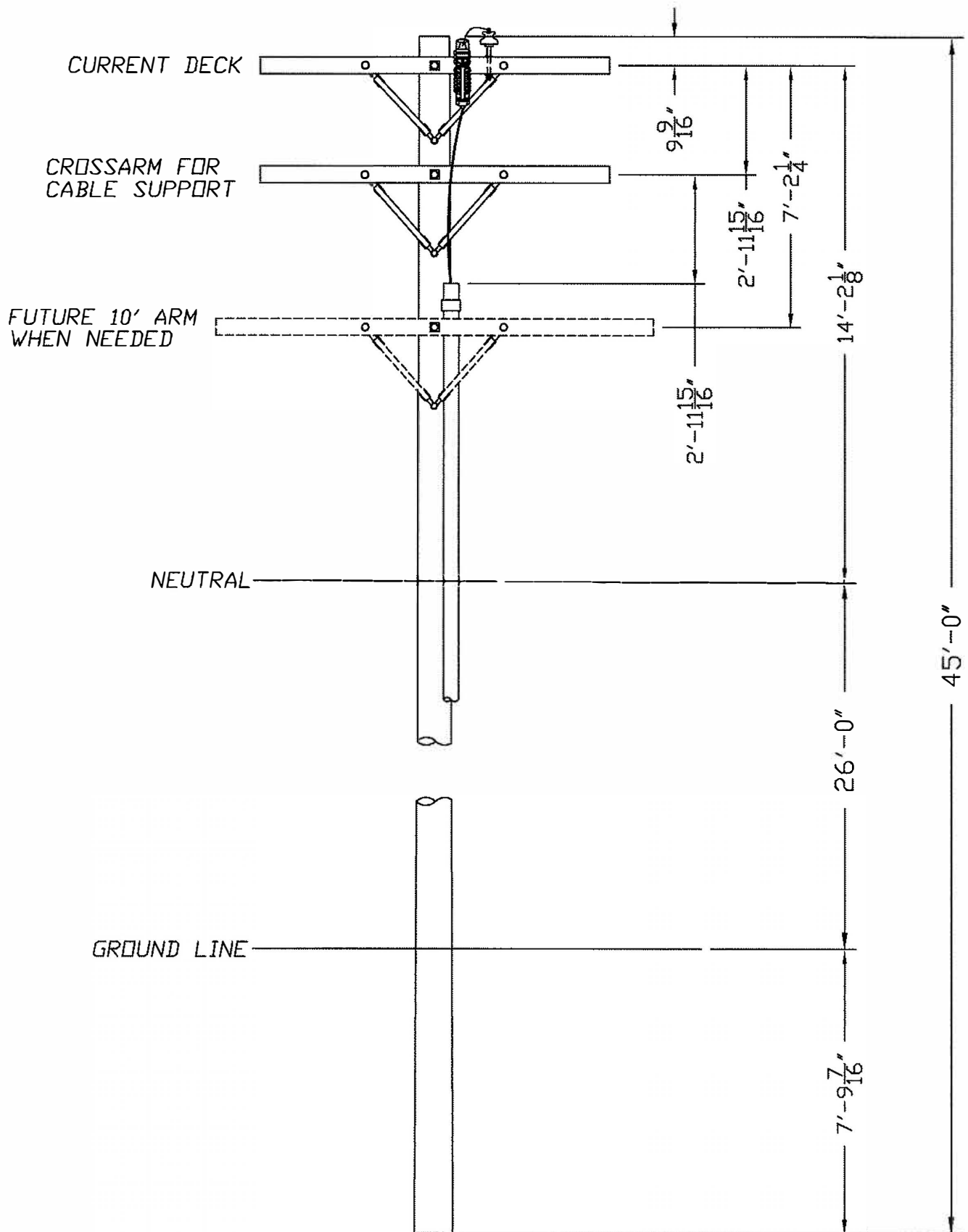


ALLY ARM ASSEMBLY FUTURE UNDERBUILT RISER

PC-010

APPROVED: *SQH* DATE: 10-07-14 REV: 2

PG. 2/2



UTILITY CONSTRUCTION STANDARDS



FRAMING DETAIL FUTURE 10' UNDERBUILT RISER

PC-011

APPROVED: *SQH* DATE: 12-31-08 REV: 1

PG. 1/1

40' Pole	1-Phase Primary	3-Phase Primary	One 50 kVA Xfmr or less	2- or 3-Pot Bank	Class
	1/0 AAC		x		2
		1/0 AAC	x		2
		1/0 AAC		x	1
	477 AAC		x		1
		477 AAC	x		1
		477 AAC		x	1
	795 AAC		X		1
		795 AAC	x		1
		795 AAC		x	1
45' Pole	1-Phase Primary	3-Phase Primary	One 50 kVA Xfmr or less	2- or 3-Pot Bank	Class
	1/0 AAC		x		2
		1/0 AAC	x		2
		1/0 AAC		x	1
	477 AAC		x		1
		477 AAC	x		1
		477 AAC		x	1
	795 AAC		x		1
		795 AAC	x		1
		795 AAC		x	1

*This table is based on a pole centered between two 150ft spans of 3-phase primary, 4/0 secondary crib, verizon and comcast telecommunications, and a 50 KVA transformer mounted on the pole with two lateral secondary services and 100 mph winds.***

UTILITY CONSTRUCTION STANDARDS



POLE CLASS CHART FOR NEW TRANSFORMER INSTALLATIONS

PC-012

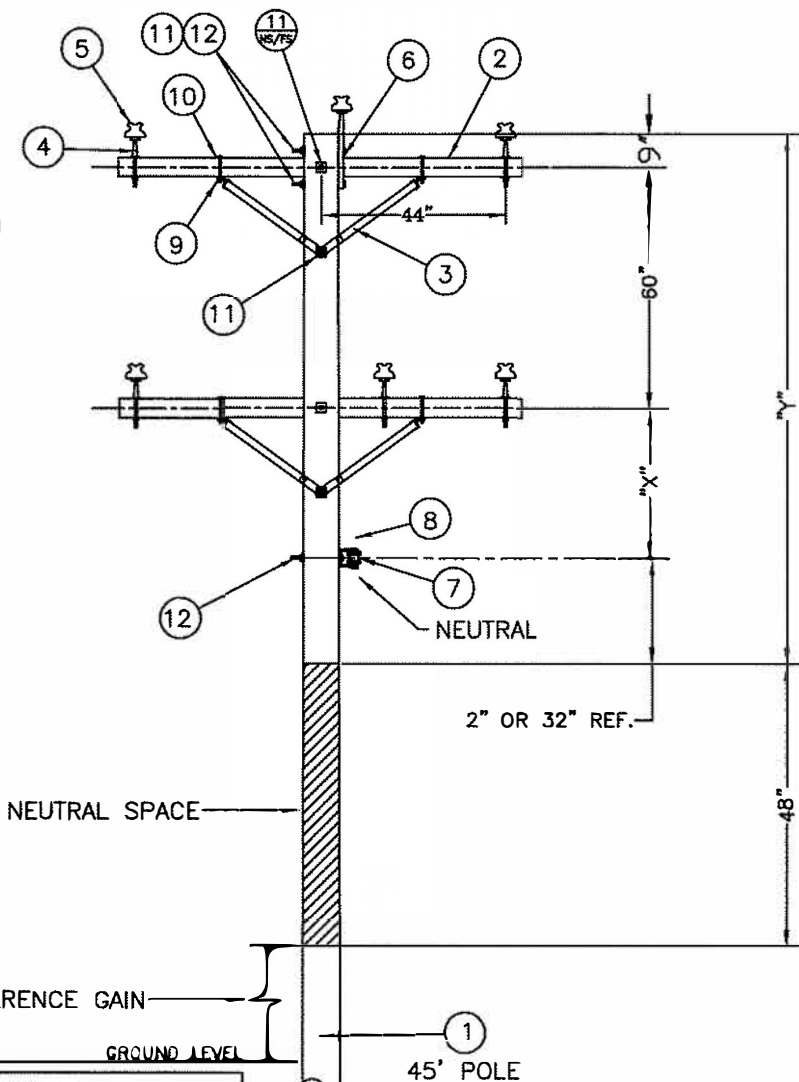
APPROVED: *SJA* DATE: 08-16-22 REV: 2

PG. 1/1

SQ. WASHER
ITEM #11 BOTH
SIDES AT ARM

INSTALL BOLT ITEM #13
FROM THIS SIDE AT ARM

INSTALL BOLT ITEM #12
FROM THIS SIDE AT BRACE



REFERENCE GAIN	"X"	"Y"
21'-0"	91"	13'-8"
23'-6"	61"	11'-0"

BILL OF MATERIAL

ITEM No.	DESCRIPTION	QUAN.	VMEU STOCK REF. No.
1	POLE, TREATED: 45'-0"	1	624-045
2	CROSSARM, WOOD: 3-1/2" x 4-1/2" x 8'-0"	2	340-002
3	BRACE, CROSSARM, H.D. WOOD (PAIR)	2	205-002
4	PIN, STEEL: GALVANIZED	5	609-001
5	PRIMARY INSULATOR, PIN TYPE: 15KV CLASS	6	507-010
6	RIDGE PIN, POLE TOP: 20"	1	609-003
7	INSULATOR, SECONDARY: SPOOL	1	507-001
8	CLEVIS, SECONDARY: GALVANIZED	1	666-001
9	BOLT, MACHINE: 1/2" x 6" GALVANIZED	4	199-006
10	WASHER, ROUND: 9/16" GALVANIZED	4	956-002
11	WASHER, SQ.: 2 1/4" FOR 5/8" BOLT, GALVANIZED	9	956-003
12	BOLT, MACHINE: 5/8" x 12" GALVANIZED	5	199-012
13	BOLT, MACHINE: 5/8" x 14" GALVANIZED	2	199-014

FS=FAR SIDE
NS=NEAR SIDE

UTILITY CONSTRUCTION STANDARDS

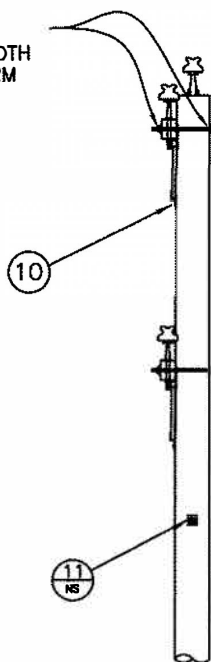
PRIMARY LINE ASSEMBLY - 4 KV & 12 KV DOUBLE DECK CONSTRUCTION (HEAVY - #2/0 WIRE & UP)

PC-013

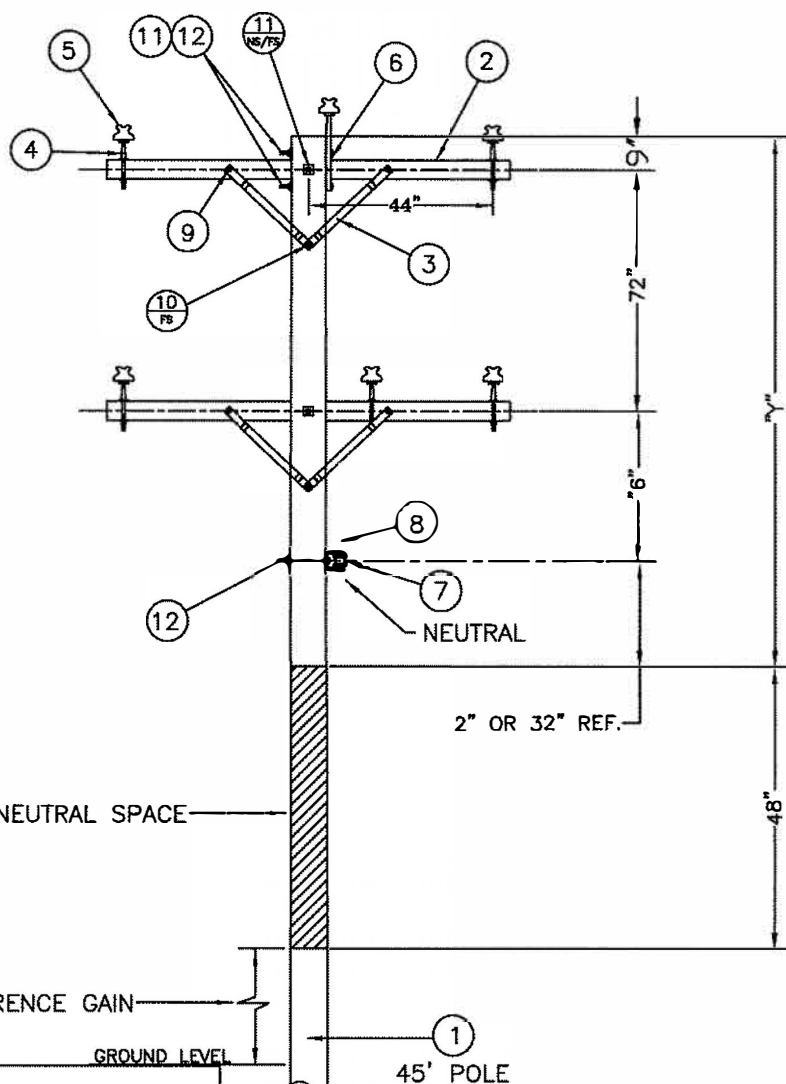
APPROVED: *SQH* DATE: 03-20-03 REV: 1

PG. 1/2

SQ. WASHER
ITEM #11 BOTH
SIDES AT ARM



INSTALL BOLT ITEM #13
FROM THIS SIDE AT ARM



REFERENCE GAIN	"X"	"Y"
21'-0"	91"	13'-6"
23'-6"	61"	11'-0"

REFERENCE GAIN

GROUND LEVEL

①
45' POLE

FS=FAR SIDE
NS=NEAR SIDE

BILL OF MATERIAL

ITEM No.	DESCRIPTION	QUAN.	VMEU STOCK REF. No.
1	POLE, TREATED: 45'-0"	1	624-045
2	CROSSARM, WOOD: 3-1/2" x 4-1/2" x 8'-0"	2	340-002
3	BRACE, CROSSARM, L.D., WOOD (PAIR)	2	205-001
4	PIN, STEEL: GALVANIZED	5	609-001
5	PRIMARY INSULATOR, PIN TYPE: 15KV CLASS	6	507-010
6	RIDGE PIN, POLE TOP: 20"	1	609-003
7	INSULATOR, SECONDARY: SPOOL	1	507-001
8	CLEVIS, SECONDARY: GALVANIZED	1	666-001
9	BOLT, CARRIAGE: 3/8" x 4-1/2" GALVANIZED	4	199-031
10	BOLT, LAG: 1/2" x 3" GALVANIZED	2	199-035
11	WASHER, SQ.: 2 1/4" FOR 5/8" BOLT, GALVANIZED	7	956-003
12	BOLT, MACHINE: 5/8" x 12" GALVANIZED	5	199-012
13	BOLT, MACHINE: 5/8" x 14" GALVANIZED	2	199-014

UTILITY CONSTRUCTION STANDARDS

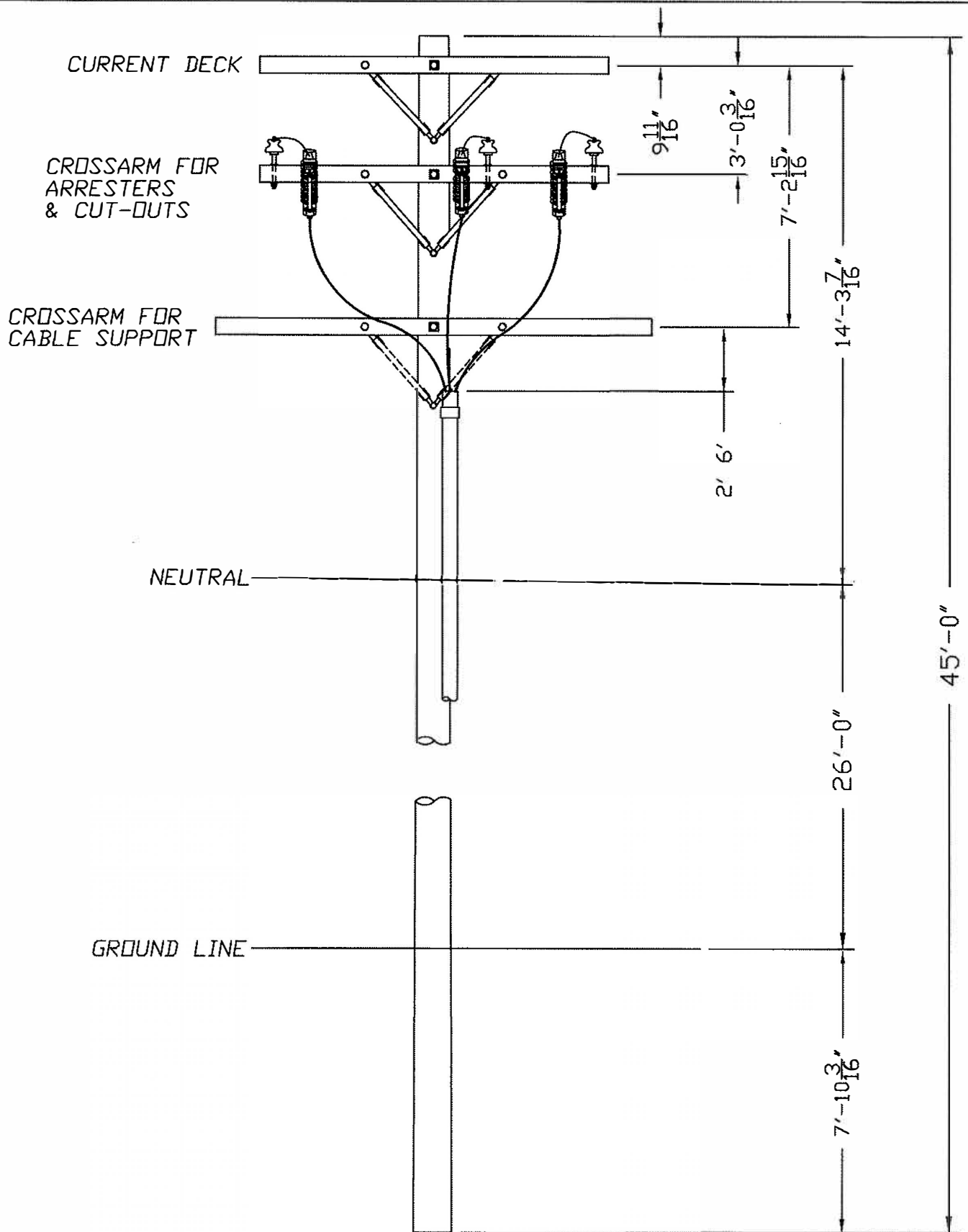


PRIMARY LINE ASSEMBLY - 4 kV & 12 kV DOUBLE DECK CONSTRUCTION (LIGHT - #1/0 AL - #2 Cu)

PC-013

APPROVED: *SQH* DATE: 02-18-09 REV: 1

PG. 2/2



UTILITY CONSTRUCTION STANDARDS

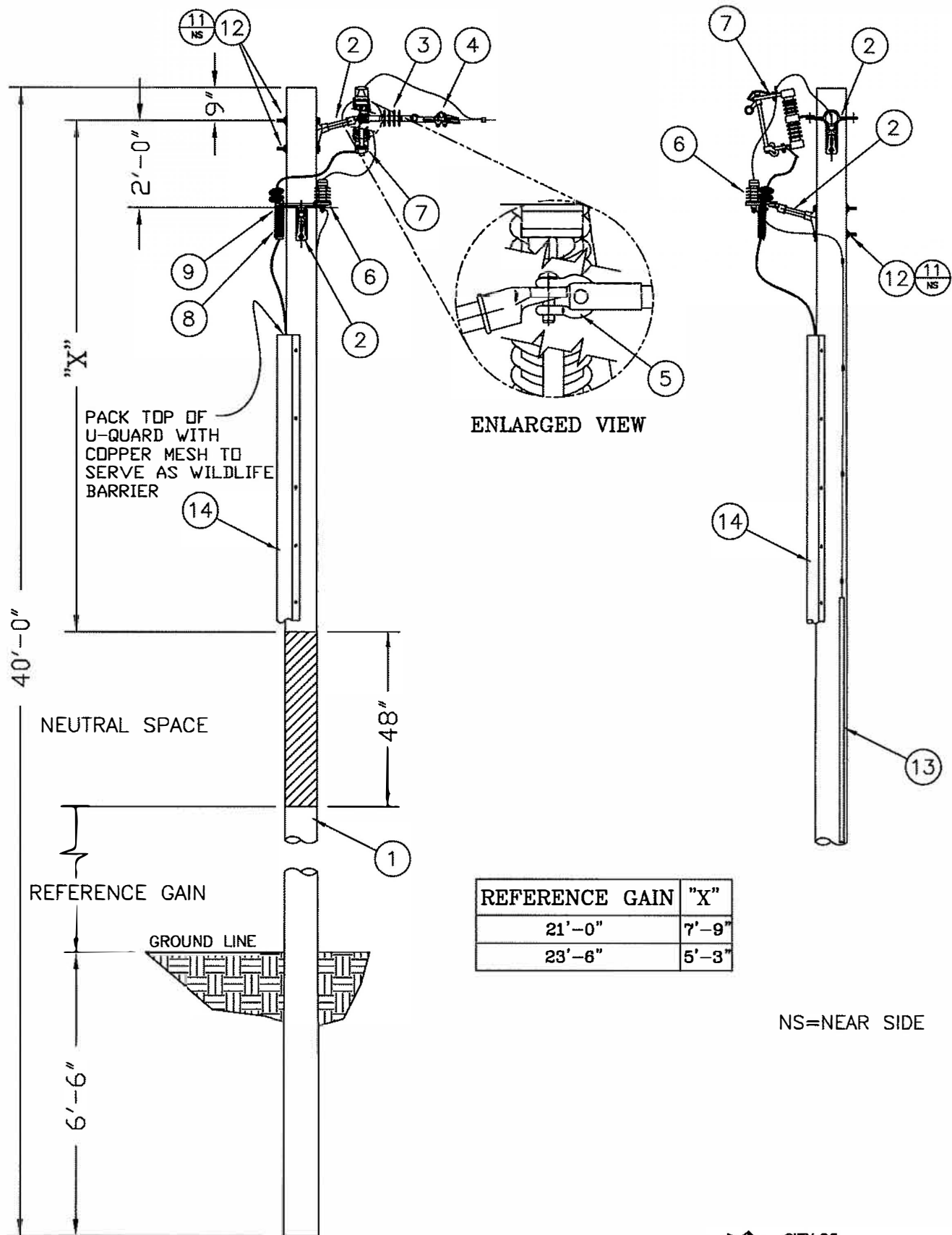
FRAMING DETAIL FUTURE UNDERBUILT RISER



PC-014

APPROVED: *SGH* DATE: 08-16-22 REV: 2

PG. 1/1



UTILITY CONSTRUCTION STANDARDS

SINGLE PHASE PRIMARY RISER DEAD-END CONSTRUCTION

APPROVED: *SGH* DATE: 06-09-15 REV: 1

BILL OF MATERIAL

ITEM No.	DESCRIPTION	QUAN.	VMEU STOCK REF. No.
1	POLE, TREATED: 40'-0"	1	624-040
2	EQUIPMENT BRACKET	2	208-004
3	DEADEND INSULATOR: POLYMER	1	507-022
4	CLAMP, DEADEND: 477 WIRE	1	280-011
	CLAMP, DEADEND: 795 WIRE	1	280-014
5	SHACKLE	1	402-010
6	10kV RISER POLE LIGHTNING ARRESTER	1	127-005
7	FUSE CUTOUT	1	347-005
8	CABLE SUPPORT	1	829-001
9	CABLE TERMINATION	3	872-014
10			
11	WASHER, SQ.: 2 1/4" FOR 5/8" BOLT, GALVANIZED	4	956-003
12	BOLT, MACHINE: 5/8" x 10" GALVANIZED	4	199-010
13	POLE GROUND ASSY.	1	SEE D-804
14	U-GUARD	1	SEE D-1062
15	COPPER MESH FILLER	AS REQ'D	854-007

UTILITY CONSTRUCTION STANDARDS

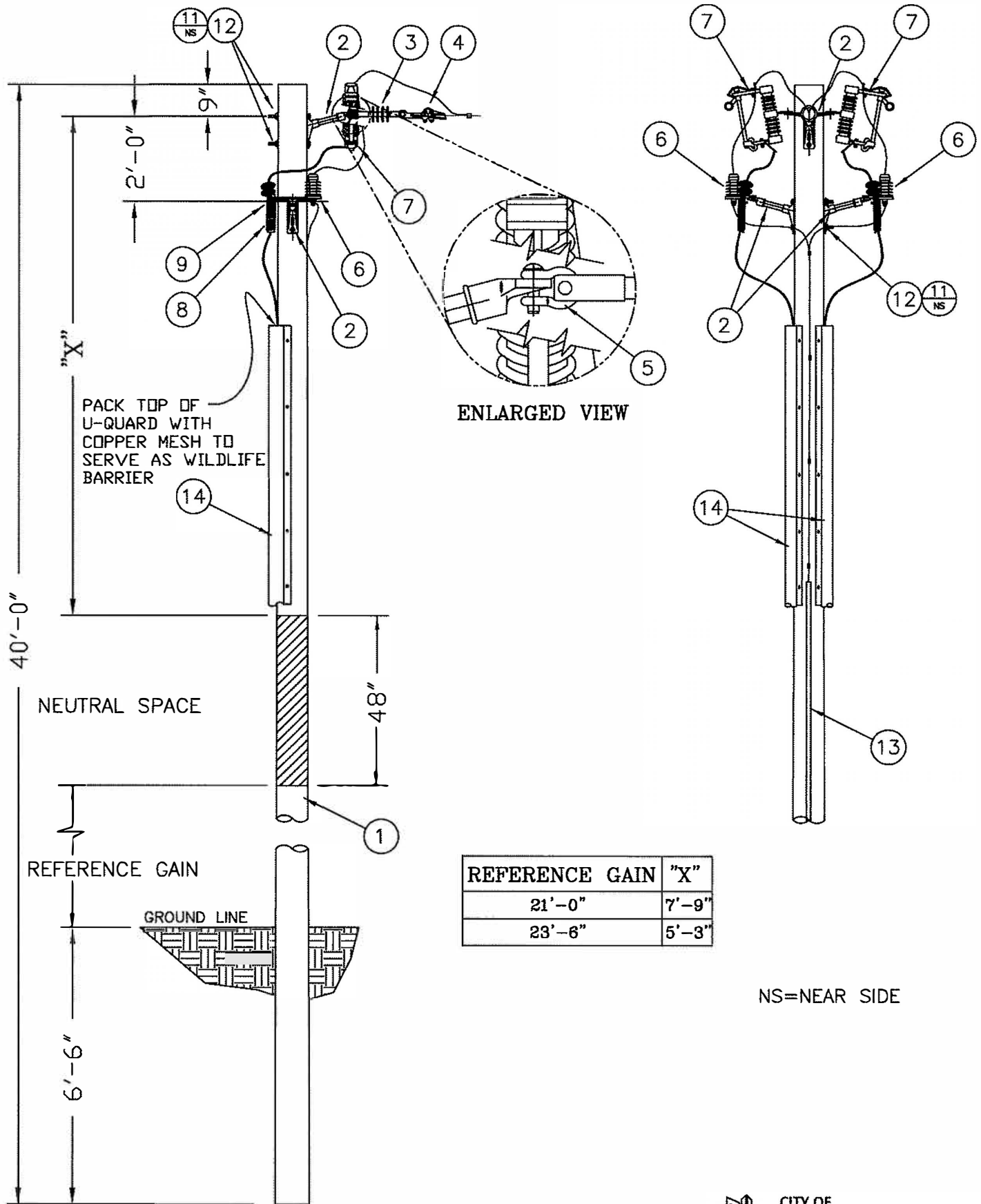


SINGLE PHASE PRIMARY RISER DEAD-END CONSTRUCTION

PC-015

APPROVED: *SOH* DATE: 06-09-15 REV: 1

PG. 2/2



UTILITY CONSTRUCTION STANDARDS

SINGLE PHASE DUAL-FEED PRIMARY RISER DEAD-END CONSTRUCTION

APPROVED: *SGH* DATE: 12-31-15 REV: 1

BILL OF MATERIAL

ITEM No.	DESCRIPTION	QUAN.	VMEU STOCK REF. No.
1	POLE, TREATED: 40'-0"	1	624-040
2	EQUIPMENT BRACKET	3	208-004
3	DEADEND INSULATOR: POLYMER	1	507-022
4	CLAMP, DEADEND: 477 WIRE	1	280-011
	CLAMP, DEADEND: 795 WIRE	1	280-014
5	SHACKLE	1	402-010
6	10kV RISER POLE LIGHTNING ARRESTER	2	127-005
7	FUSE CUTOUT	2	347-005
8	CABLE SUPPORT	2	829-001
9	CABLE TERMINATION	2	872-014
10			
11	WASHER, SQ.: 2 1/4" FOR 5/8" BOLT, GALVANIZED	4	956-003
12	BOLT, MACHINE: 5/8" x 10" GALVANIZED	4	199-010
13	POLE GROUND ASSY.	1	SEE D-804
14	U-GUARD	2	SEE D-1062
15	COPPER MESH FILLER	AS REQ'D	854-007

UTILITY CONSTRUCTION STANDARDS



SINGLE PHASE DUAL-FEED PRIMARY RISER DEAD-END CONSTRUCTION

PC-016

APPROVED: *SGH* DATE: 12-31-15 REV: 1

PG. 2/2

SQ. WASHER
ITEM #11 BOTH
SIDES AT ARM

INSTALL BOLT ITEM #12
FROM THIS SIDE AT BRACE

INSTALL BOLT ITEM #13
FROM THIS SIDE AT ARM

INSTALL WASHER ITEM #11
NEAR SIDE AT BRACE

REFERENCE GAIN	"X"	"Y"
21'-0"	97"	9'-0"
23'-6"	67"	6'-6"

REFERENCE GAIN

GROUND LEVEL

40' POLE

FS=FAR SIDE
NS=NEAR SIDE

BILL OF MATERIAL

ITEM No.	DESCRIPTION	QUAN.	VMEU STOCK REF. No.
1	POLE, TREATED: 40'-0"	1	624-040
2	CROSSARM, WOOD: 3-1/2" x 4-1/2" x 8'-0"	1	340-002
3	BRACE, CROSSARM, H.D. WOOD (PAIR)	1	205-002
4	PIN, STEEL: GALVANIZED	2	609-001
5	PRIMARY INSULATOR, PIN TYPE: 15KV CLASS	3	507-010
6	RIDGE PIN, POLE TOP: 20"	1	609-003
7	INSULATOR, SECONDARY: SPOOL	1	507-001
8	CLEVIS, SECONDARY: GALVANIZED	1	666-001
9	BOLT, MACHINE: 1/2" x 6" GALVANIZED	2	199-006
10	WASHER, ROUND: 9/16" GALVANIZED	2	956-002
11	WASHER, SQ.: 2 1/4" FOR 5/8" BOLT, GALVANIZED	6	956-003
12	BOLT, MACHINE: 5/8" x 12" GALVANIZED	5	199-012

UTILITY CONSTRUCTION STANDARDS

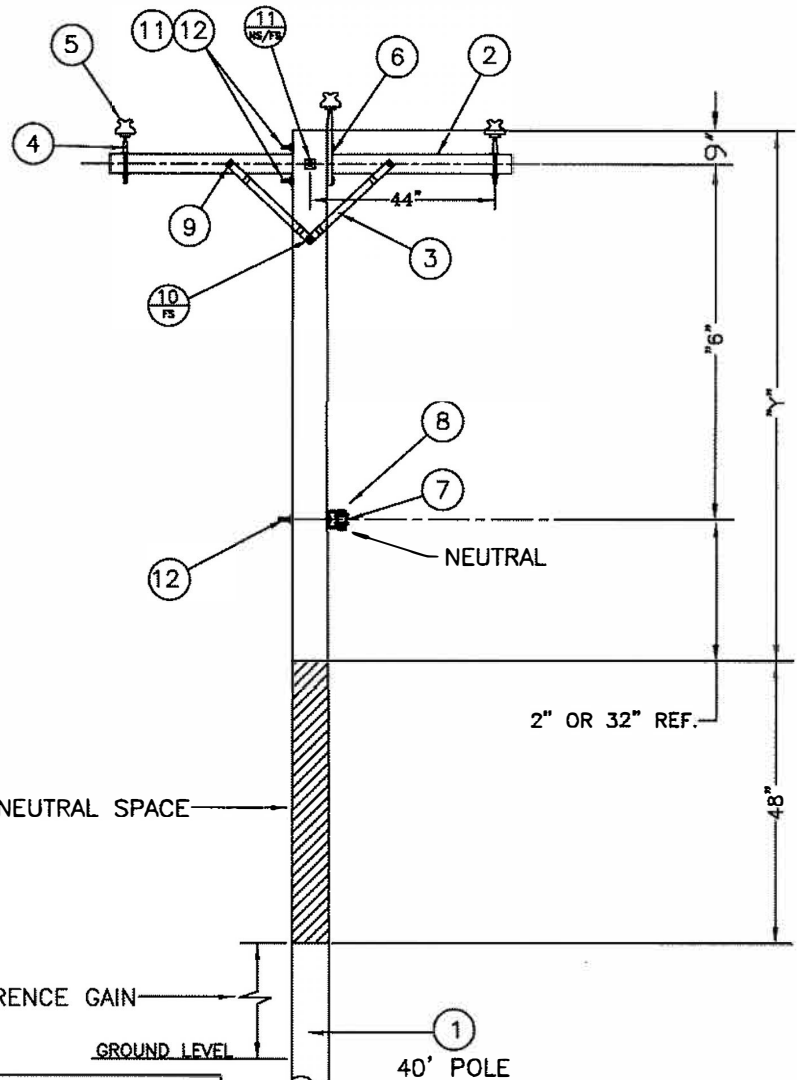
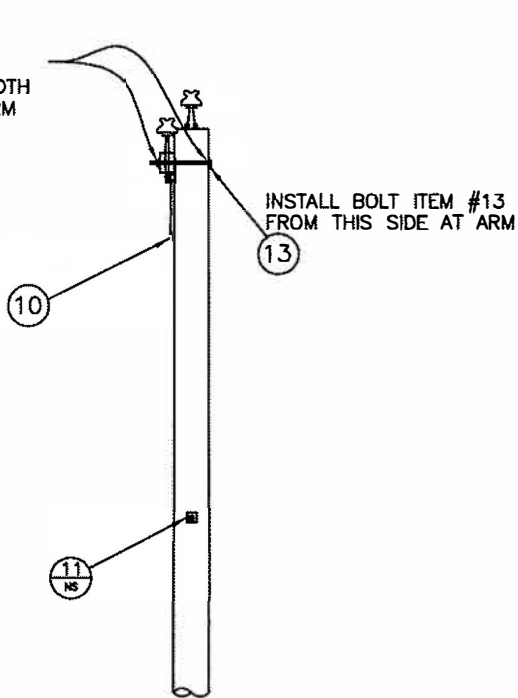
PRIMARY LINE ASSEMBLY - 4 kV & 12 kV (HEAVY CONSTRUCTION #2/0 WIRE & UP)

APPROVED: *SGH* DATE: 03-20-03 REV: 3

PC-017

PG. 1/1

SQ. WASHER
ITEM #11 BOTH
SIDES AT ARM



REFERENCE GAIN	"X"	"Y"
21'-0"	97"	9'-0"
23'-6"	67"	6'-6"

BILL OF MATERIAL

ITEM No.	DESCRIPTION	QUAN.	VMEU STOCK REF. No.
1	POLE, TREATED: 40'-0"	1	624-040
2	CROSSARM, WOOD: 3-1/2" x 4-1/2" x 8'-0"	1	340-002
3	BRACE, CROSSARM, L.D. WOOD (PAIR)	1	205-001
4	PIN, STEEL: GALVANIZED	2	609-001
5	PRIMARY INSULATOR, PIN TYPE: 15KV CLASS	3	507-010
6	RIDGE PIN, POLE TOP: 20"	1	609-003
7	INSULATOR, SECONDARY: SPOOL	1	507-001
8	CLEVIS, SECONDARY: GALVANIZED	1	666-001
9	BOLT, CARRIAGE: 3/8" x 4-1/2" GALVANIZED	2	199-031
10	BOLT, LAG: 1/2" x 3" GALVANIZED	1	199-035
11	WASHER, SQ.: 2 1/4" FOR 5/8" BOLT, GALVANIZED	5	956-003
12	BOLT, MACHINE: 5/8" x 12" GALVANIZED	3	199-012
13	BOLT, MACHINE: 5/8" x 14" GALVANIZED	1	199-014

FS=FAR SIDE
NS=NEAR SIDE

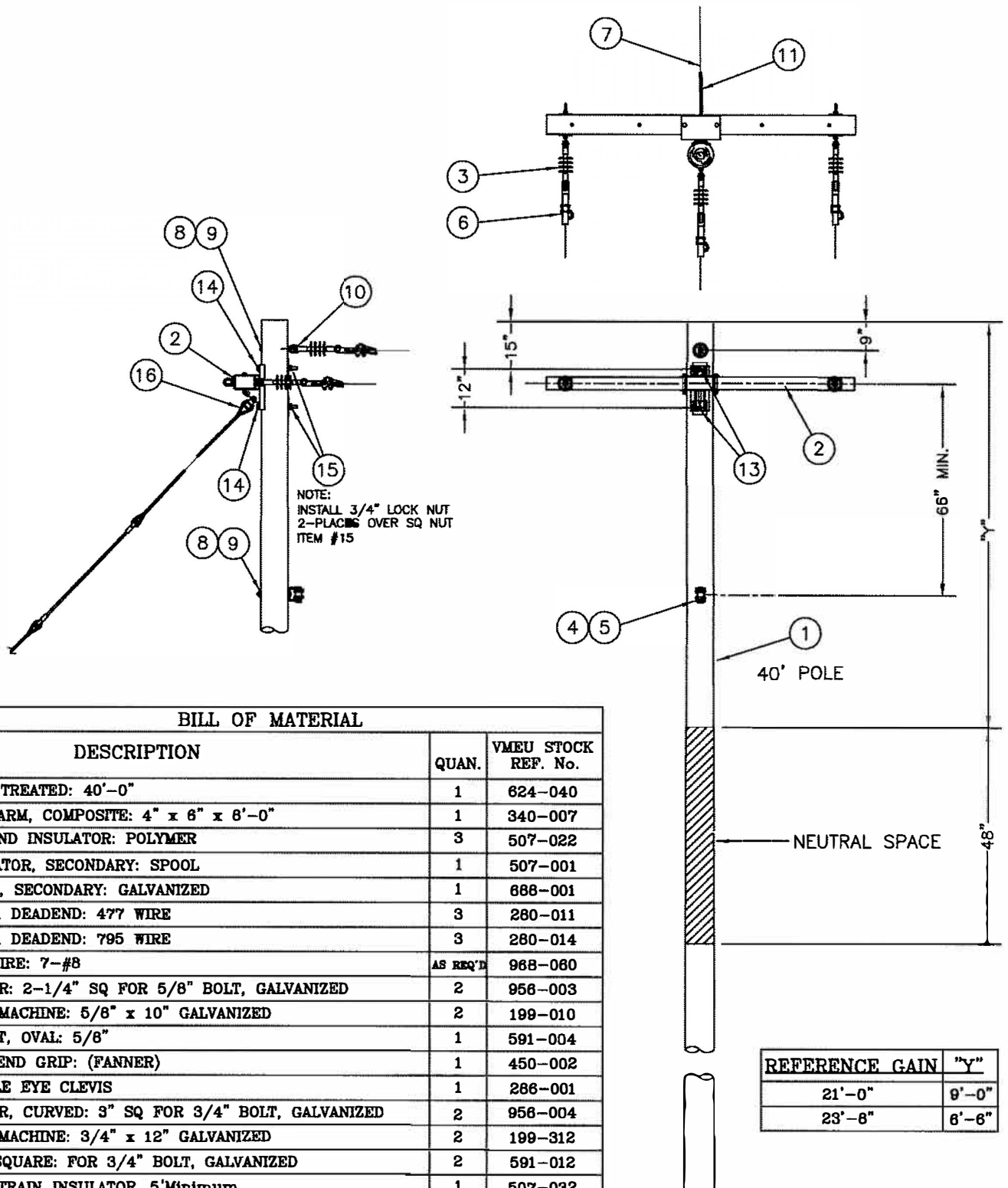
UTILITY CONSTRUCTION STANDARDS

PRIMARY LINE ASSEMBLY - 4kV & 2kV (LIGHT CONSTRUCTION #1/0 AL - #2 Cu)

PC-018

APPROVED: *SGH* DATE: 02-18-09 REV: 1

PG. 1/1



BILL OF MATERIAL			
ITEM No.	DESCRIPTION	QUAN.	VMEU STOCK REF. No.
1	POLE, TREATED: 40'-0"	1	624-040
2	CROSSARM, COMPOSITE: 4" x 6" x 8'-0"	1	340-007
3	DEADEND INSULATOR: POLYMER	3	507-022
4	INSULATOR, SECONDARY: SPOOL	1	507-001
5	CLEVIS, SECONDARY: GALVANIZED	1	688-001
8	CLAMP, DEADEND: 477 WIRE	3	280-011
	CLAMP, DEADEND: 795 WIRE	3	280-014
7	GUY WIRE: 7-#8	AS REQ'D	988-080
8	WASHER: 2-1/4" SQ FOR 5/8" BOLT, GALVANIZED	2	956-003
9	BOLT, MACHINE: 5/8" x 10" GALVANIZED	2	199-010
10	EYENUT, OVAL: 5/8"	1	591-004
11	DEAD END GRIP: (FANNER)	1	450-002
12	THIMBLE EYE CLEVIS	1	286-001
13	WASHER, CURVED: 3" SQ FOR 3/4" BOLT, GALVANIZED	2	956-004
14	BOLT, MACHINE: 3/4" x 12" GALVANIZED	2	199-312
15	NUT, SQUARE: FOR 3/4" BOLT, GALVANIZED	2	591-012
16	GUY STRAIN INSULATOR, 5' Minimum	1	507-032

NOTE:

1. USE SPECIAL DEAD-END ASSEMBLY WHEN MAXIMUM TENSION EXCEEDS 2000LBS.

FS=FAR SIDE
NS=NEAR SIDE

UTILITY CONSTRUCTION STANDARDS

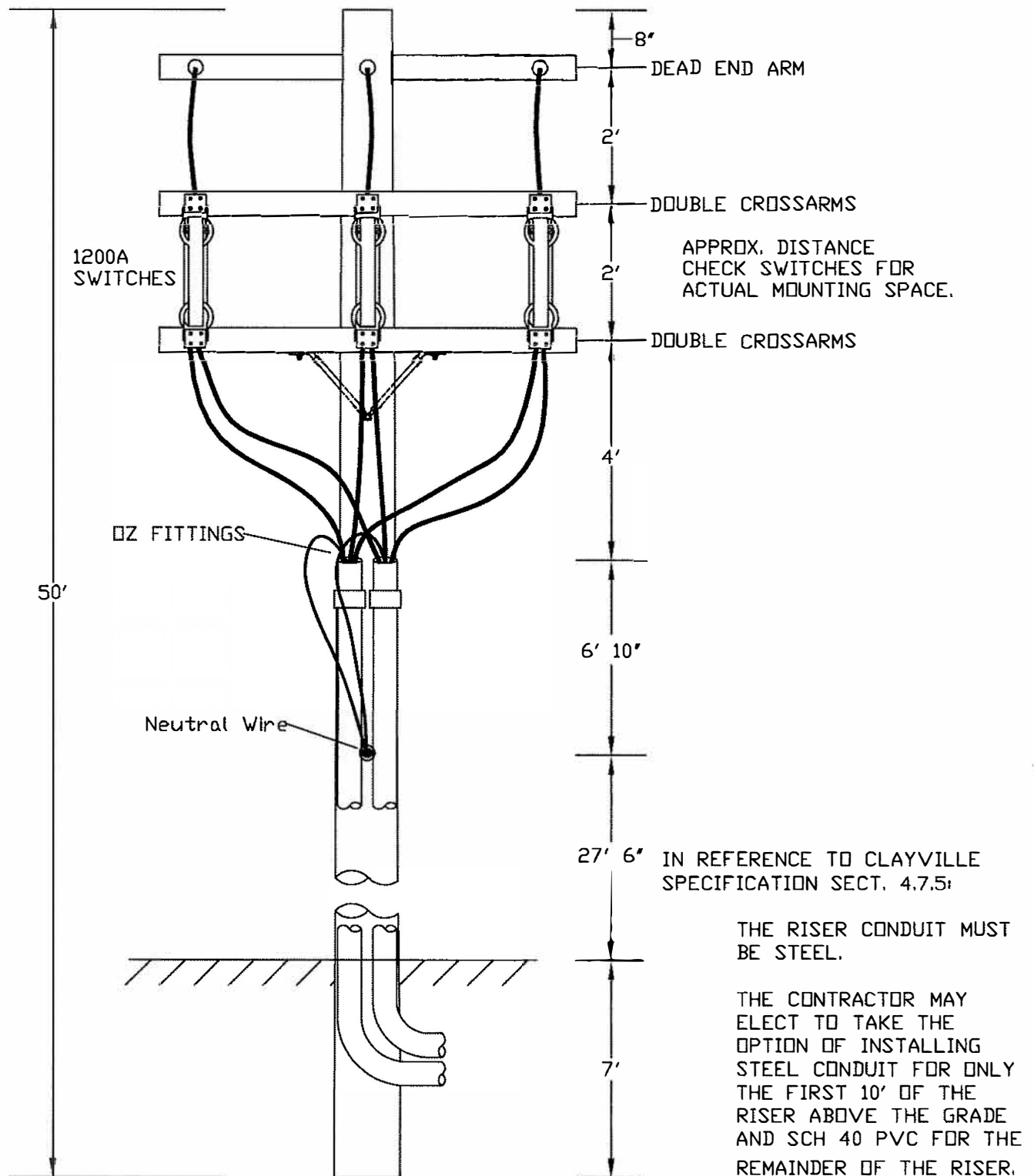
PRIMARY LINE ASSEMBLY - 4KV & 12KV THREE PHASE POLE HEAD HORIZONTAL DEAD-END

PC-019

APPROVED: *SGH* DATE: 03-20-03 REV: 3

PG. 1/1

CLAYVILLE SUBSTATION TYPICAL RISER POLE FOR TOP DECK



UTILITY CONSTRUCTION STANDARDS

PRIMARY LINE 12KV RISER 50' POLE (SINGLE DECK) CONSTRUCTION

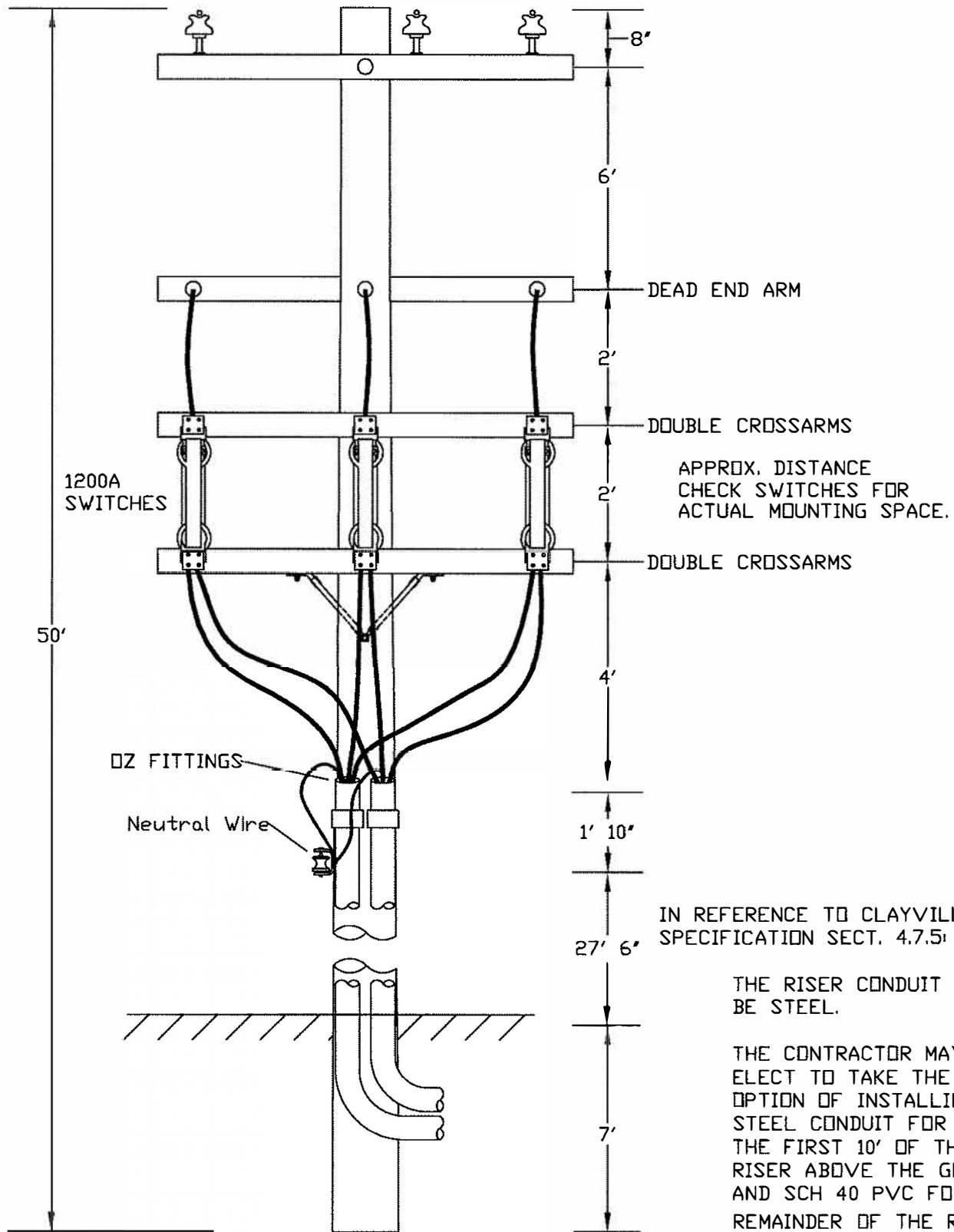


PC-020

APPROVED: *SGH* DATE: 08-02-06 REV: 1

PG. 1/1

CLAYVILLE SUBSTATION
TYPICAL RISER POLE FOR BOTTOM DECK



UTILITY CONSTRUCTION STANDARDS

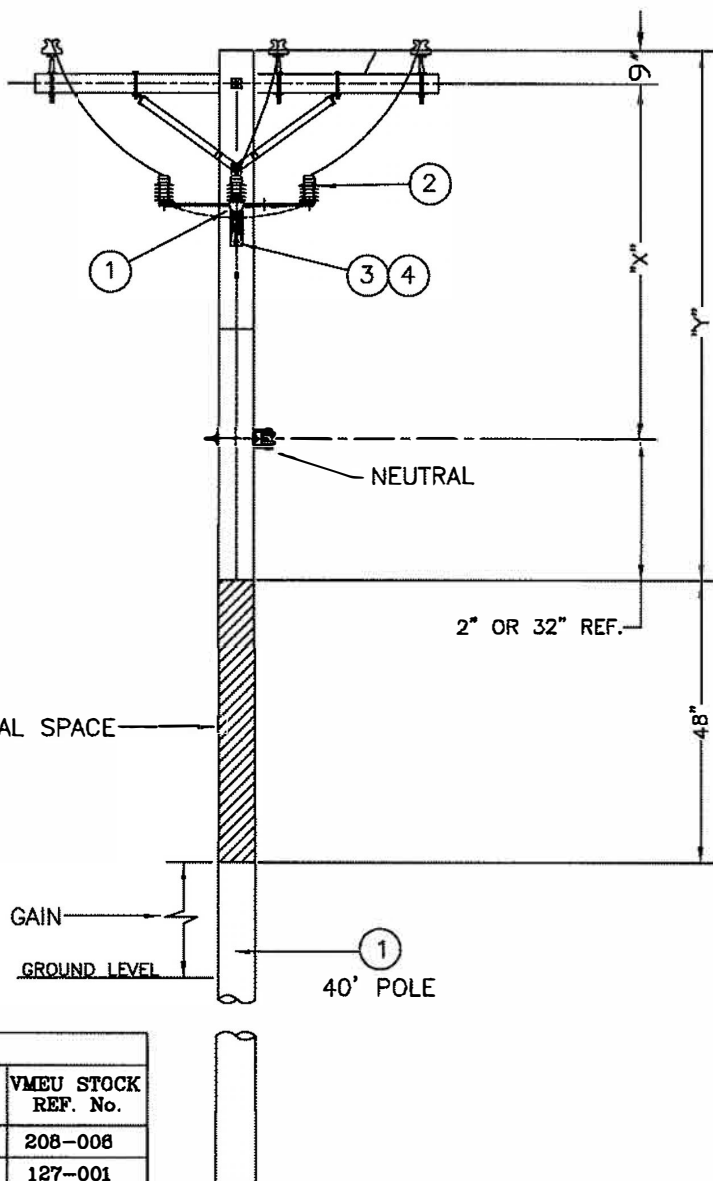
PRIMARY LINE 12KV RISER 50' POLE (DOUBLE DECK) CONSTRUCTION



PC-021

APPROVED: *SGH* DATE: 08-02-06 REV: 1

PG. 1/1



REFERENCE GAIN	"X"	"Y"
21'-0"	97"	9'-0"
23'-8"	87"	8'-8"

REFERENCE GAIN

GROUND LEVEL

40' POLE

BILL OF MATERIAL			
ITEM No.	DESCRIPTION	QUAN.	VMEU STOCK REF. No.
1	THREE POSITION EQUIPMENT MOUNTING BRACKET	1	208-008
2	10 KV LIGHTNING ARRESTER	3	127-001
3	BOLT, MACHINE: 5/8" X 12" GALVANIZED	2	199-012
4	WASHER, SQ.: 2 1/4" FOR 5/8" BOLT, GALVANIZED	2	956-003

UTILITY CONSTRUCTION STANDARDS

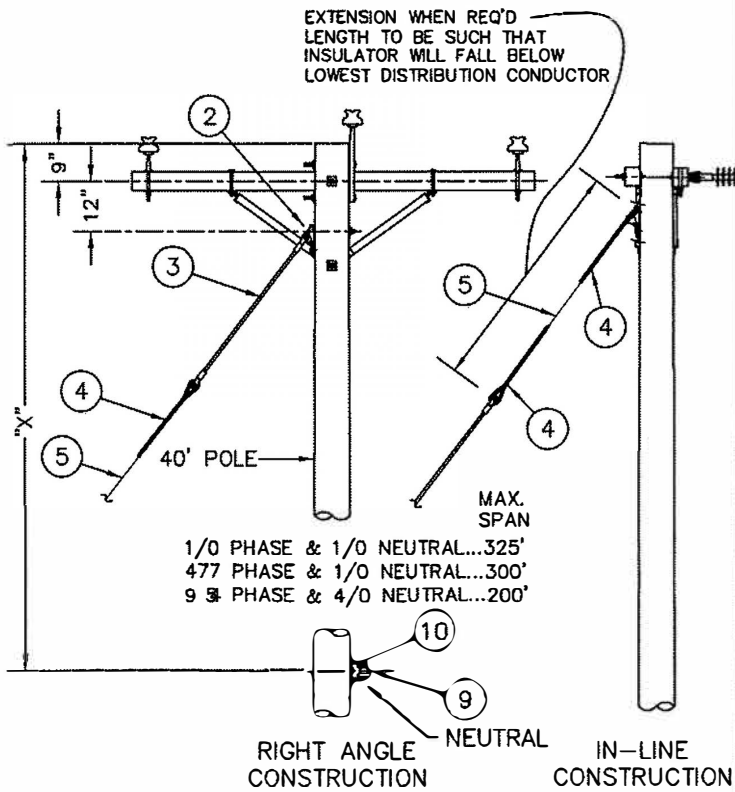
LIGHTNING ARRESTER INSTALLATION



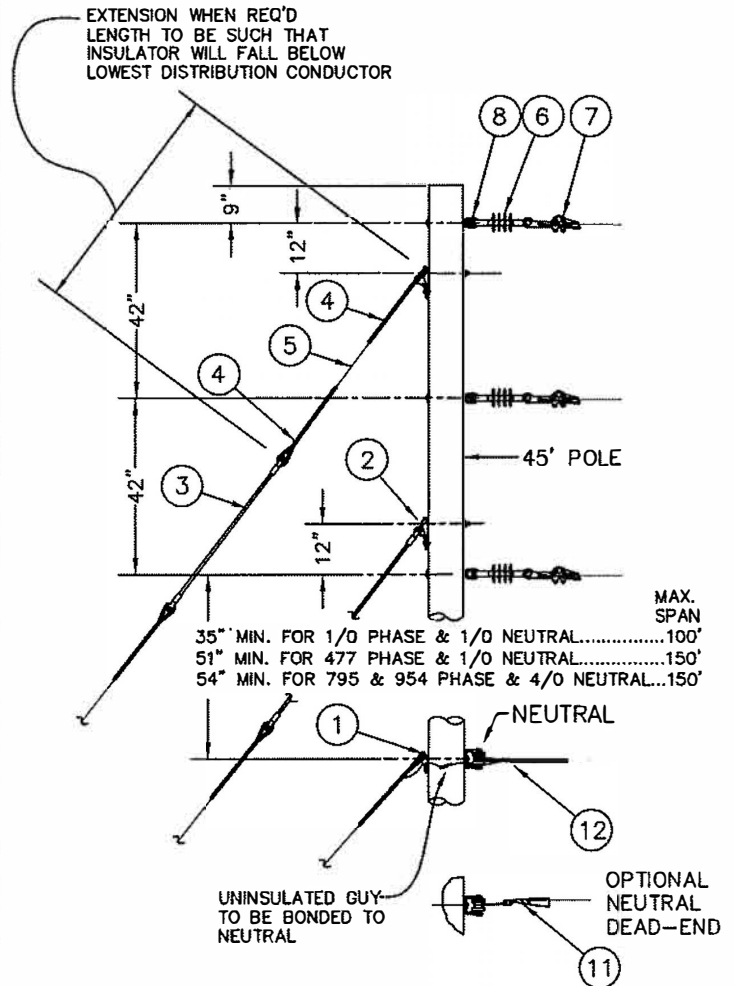
PC-022

APPROVED: *SQH* DATE: 12-04-18 REV: 1

PG. 1/1



THREE PHASE CROSSARM CONSTRUCTION



NOTES:

1. ATTACH MIDDLE AND LOWER GUY TO THE SAME ANCHOR (USE TRIPLE EYE ADAPTER).
2. MIDDLE GUY IS NOT REQ'D WITH 1/0 CONDUCTORS.

THREE PHASE VERTICLE CONSTRUCTION....DEAD-END

BILL OF MATERIAL (ALL QUANTITIES, AS REQ'D)		
ITEM No.	DESCRIPTION	VMEU STOCK REF. No.
1	GUY HOOK	492-003
2	GUY HOOK COMBINATION	492-007
3	GUY STRAIN INSULATOR, 36"	507-032
	GUY STRAIN INSULATOR, 60"	507-035
	GUY STRAIN INSULATOR, 120"	507-033
4	DEAD END GRIP (FANNER) #8M WIRE	450-001
	DEAD END GRIP (FANNER) 7#8 WIRE	450-002
5	GUY WIRE: #8M	968-060
	GUY WIRE: 7#8	968-061
6	DEADEND INSULATOR: POLYMER	507-022
7	CLAMP, DEAD-END: 1/0-4/0 AL	280-010
	CLAMP, DEAD-END: 2/0-4/0 Cu WIRE	280-013
	CLAMP, DEAD-END: 795 WIRE	280-014
	CLAMP, DEAD-END: #4 TO 350 AL	280-016
	CLAMP, DEAD-END: #477-1200 AL	280-018
8	EYE NUT, OVAL: 5/8"	591-004
9	INSULATOR, SECONDARY: SPOOL	507-001
10	CLEVIS, SECONDARY: GALVANIZED	666-001
11	1/0 WEDGE CLAMP	280-002
12	1/0 DEAD-END GRIP	450-003
	4/0 DEAD-END GRIP	450-005
13		

ALL GUYS ATTACHED TO THE POLE ABOVE THE LEVEL OF THE NEUTRAL SHALL BE INSULATED.
FIBERGLASS STRAIN INSULATORS SHALL BE USED FOR GUY INSULATION.

ANY PART OF A GUY WIRE IN CLOSE PROXIMITY TO PHASE WIRES OR ENERGIZED PARTS SHALL BE INSULATED.

THE INSULATED PORTION OF A GUY SHALL MEET THE SAME CLEARANCE REQUIREMENTS AS AN UNINSULATED GUY.

MINIMUM CLEARANCE IN ANY DIRECTION FROM GUYS (NESC 235E):

SPAN GUY OR ANCHOR (DOWN) GUY TO COMMUNICATIONS LINES....6"

SPAN GUY TO 13.2 kV PRIMARY.....14"

ANCHOR (DOWN) GUY TO COMMUNICATIONS LINES.....7"

ALL UNINSULATED GUYS SHALL BE BONDED TO THE NEUTRAL.

UTILITY CONSTRUCTION STANDARDS



TYPICAL GUYING FOR PRIMARY CONSTRUCTION 13.2kV

GY-001

APPROVED: *SGH* DATE: 01-15-10 REV: 2

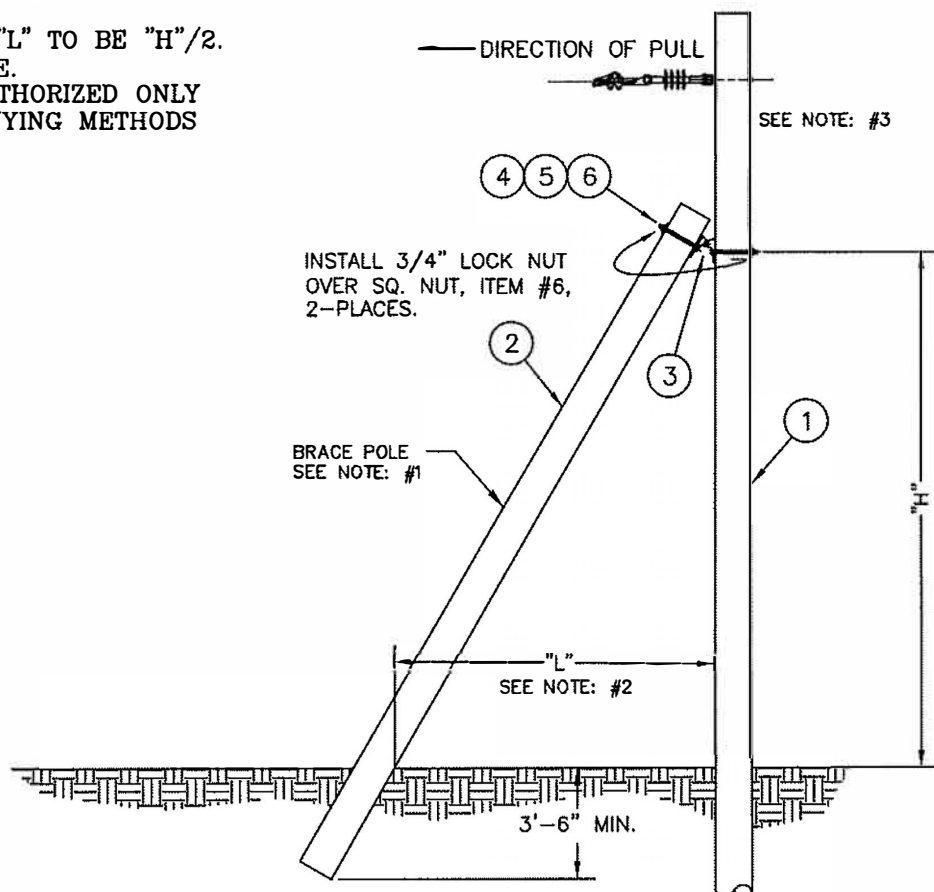
PG. 2/2

BILL OF MATERIAL			
ITEM No.	DESCRIPTION	QUAN.	VMEU STOCK REF. No.
1	POLE, TREATED, SIZE AS REQ'D	1	*
2	PUSH POLE, TREATED, SIZE AS REQ'D (SEE NOTE: #1)	1	*
3	BRACE, PUSH TYPE	1	205-003
4	BOLT, MACHINE: 3/4" x LENGTH REQ'D, GALVANIZED	2	*
5	WASHER, SQ. 2 1/4" FOR 3/4" BOLT, GALVANIZED	2	956-006
6	NUT, SQ. FOR 3/4" BOLT, GALVANIZED	2	591-012

* LENGTH/REF. No. AS REQ'D

NOTES:

1. BRACE POLE MAY BE CUT FROM SOUND SECTION OF OLD POLE--MAY BE EQUAL TO OR 5FT. LESS THAN LENGTH OF LINE POLE.
2. MINIMUM DISTANCE OF "L" TO BE "H"/2.
3. DO NOT GAIN LINE POLE.
4. THIS CONSTRUCTION AUTHORIZED ONLY WHEN CONVENTIONAL GUYING METHODS CANNOT BE EMPLOYED.



UTILITY CONSTRUCTION STANDARDS

DISTRIBUTION PUSH POLE



GY-002

APPROVED: *SGH* DATE: 05-14-10 REV: 1

PG. 1/1

**USE THESE
DOCUMENTS
WHEN
SUBMITTING
YOUR ORIGINAL
BID**

PLEASE PRINT (LEGIBLY) OR TYPE

Accompanying this proposal is a certified check in the amount of \$_____, a cashier's check in the amount of \$_____, or a bid bond in the amount of \$_____, payable to the City of Vineland which is to be forfeited as liquidated damages, if in the event that this proposal is accepted, the undersigned shall fail to execute the contract or to furnish satisfactory bond as require.

WITNESS _____

The bidder shall state on the line below, if a corporation, the name of the state in which incorporated.

(Contact Person Who Prepared Proposal)

(Telephone Number)

(Federal I.D. Number)

(Email address)

COMPANY _____

ADDRESS _____

TELEPHONE _____

BY _____
(Signature)

(Name-please print or type)

(Title)

DATE _____

Have you attached the required items listed on the Check List? Failure to do so may result in automatic rejection of this bid.

(Fax Number)

Proposal
2025-20 Due: 7-10-25

To the Purchasing Agent of the City of Vineland:

The undersigned bidder declares he/she has read the Notice to Bidders, Instructions to Bidders, Specifications, and the Work-Order (25-109) attached, that he/she has determined the conditions affecting the bid and agrees, if this proposal is accepted and a contract awarded, to furnish the following materials and perform all required services.

To be completed by Bidder:

Total Bid Price (\$): _____

Total Bid Price (Written in words): _____

The above "Total Bid Price," entered by the bidder/company, reflects the full understanding of the work/services required and conforms to the preceding specifications and attached work-order 25-109. The above price reflects the in-person/on-site evaluation performed by the bidder during the pre-bid meeting. The bid price guarantees the work to be completed by 10/01/2025.

***Total Bid Price Includes:**

- All material(s) required to complete job 25-109 with the exceptions of distribution poles, distribution wire, transformers, switches, and streetlights.
- All labor required to complete job 25-109.
- All equipment required to complete job 25-109.
- All services required to complete job 25-109, including traffic control and underground facility locating.

Requested Reference Pricing [To be entered by bidder for VMEU reference only]

Single Distribution Pole Replacement Price (\$): _____

"Single Distribution Pole Replacement Price" includes the replacement of one (1) 45FT Class 1 Pole, the transferring of Two (2) Decks of Primary Conductors, Including Price of two (2) 8FT Fiberglass Cross Arms, six (6) Insulators, all necessary hardware, and the topping of old pole; Do not include price of Distribution Pole.

Single Transmission Pole Replacement Price (\$): _____

"Single Transmission Pole Replacement Price" includes the replacement of one (1) 75FT Class 1 Pole, transferring 69kV lines with new insulators, the transferring of Two (2) Decks of underbuilt, and all necessary hardware; Do not include price of Transmission Pole.

One (1) Loaded Crew Hourly Labor Rate (\$): _____ /Hour

Includes labor of all crew members required for primary circuit work; Includes all necessary equipment.

Current Copper Scrap Pricing (\$): _____ /lb

Company/Bidder Name: _____

Bidder Signature: _____ **Date:** _____

BID CHECKLIST

**Failure by the bidder to submit with their bid all of the MANDATORY
Items that are check below shall be cause for rejection of bid.**

PRIMARY CIRCUIT CONSTRUCTION FOR LANDFILL SOLAR PROJECT COV BID # 2025-20

DATE (7-10-25)

	<u>REQUIRED WITH BID</u>	<u>INITIAL & SUBMIT</u>
1. Bid Guarantee (IN DUPLICATE) (a bid bond is not a consent of surety)	<u> X </u>	<u> </u>
2. Certificate or Consent of Surety Form (IN DUPLICATE)	<u> X </u>	<u> </u>
3. Statement of Ownership Disclosure (IN DUPLICATE)	<u> X </u>	<u> </u>
4. EEO/Affirmative Action Compliance Notice (IN DUPLICATE)	<u> X </u>	<u> </u>
5. Check List (IN DUPLICATE)	<u> X </u>	<u> </u>
6. Proposal (IN DUPLICATE)	<u> X </u>	<u> </u>
7. Acknowledgement of Receipt of Addenda (IN DUPLICATE)	<u> X </u>	<u> </u>
8. List of Subcontractors per NJSA 40A:11-16, if any, If none, state so. (IN DUPLICATE)	<u> </u>	<u> </u>

The items that are checked below shall be submitted no later than the time period indicated.

<u>Required as Conditioned</u>	<u>Item</u>	<u>Read, Initialed Shall Submit</u>
<u> X </u>	Performance Bond (Due with the executed contract)	<u> </u>
<u> </u>	Labor and Material Payment Bond (Due with the executed contract)	<u> </u>

(continued on next page)

_____	Maintenance Bond (Due with the executed contract)	_____
<u> X </u>	Public Works Contractor Registration Certificate(s) for the General or Prime Contractor and any Subcontractor submitted in the bid proposal with a date effective at the time the proposal is submitted (Due prior to contract award)	_____
<u> X </u>	New Jersey Business Registration Certificate (Due prior to contract award)	_____
<u> X </u>	Disclosure of Investment Activities in Iran (Due prior to contract award)	_____
<u> X </u>	Certificate(s) of Insurance as specified In the Bid Document (Due with executed contract)	_____
<u> X </u>	Certification of Non-Debarment for Federal Contracts. (Due prior to contract award)	_____
<u> X </u>	Certification of Regarding Debarment Suspension. (Due prior to contract award)	_____

The items that are checked below are to be reviewed by the bidders.

<u>Review Required</u>	<u>Item</u>	<u>Read & Initialed</u>
<u> X </u>	Americans with Disabilities Act Language	_____
<u> X </u>	General Instructions	_____
<u> X </u>	Technical Specifications	_____

THE ITEMS AND/OR FORMS INDICATED ABOVE SHALL BE REVIEWED AND/OR SUBMITTED WITH YOUR BID. THIS CHECKLIST IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. ALL REQUIRED DOCUMENTATION MAY NOT BE LISTED ABOVE AND IT SHALL BE THE RESPONSIBILITY OF THE BIDDER TO CAREFULLY REVIEW THE COMPLETE BID PACKAGE, FAMILIARIZE THEMSELVES WITH THE REQUIREMENTS OF THIS BID AND TO SUBMIT WITH THEIR BID ALL REQUIRED DOCUMENTATION.

SIGNATURE

The undersigned hereby acknowledges that they have submitted and/or reviewed the above listed requirements:

(COMPANY)

(NAME – PLEASE PRINT OR TYPE)

(SIGNATURE)

(DATE)

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)
- ☐ 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	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 non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the <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 COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

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

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

**FAILURE BY THE BIDDER TO COMPLETE AND RETURN THIS NOTICE WITH THEIR BID SUBMISSION
SHALL BE CAUSE FOR THEIR BID TO BE REJECTED AS NON-RESPONSIVE**

CITY OF VINELAND
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

Pursuant to N.J.S.A. 40A:11-23.1a, the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Addendum Number	Dated	Acknowledge Receipt (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____ No addenda received.

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Please type or Print)

Title: _____

Date: _____



City of Vineland - Division of Purchasing
DISCLOSURE OF INVESTMENT ACTIVITIES IN
IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND
PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW
JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at: <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment
Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

**Attach Additional Sheets if
Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the City of Vineland is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the City to notify the City 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. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the City, permitting the City to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Full Name (Print) and Title

**CERTIFICATION REGARDING THE DEBARMENT
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

I am _____ of the firm of _____,
(Your Title) (Name of your Organization)

(Address of your Organization)

CHOOSE ONE OF THE FOLLOWING

() A. I hereby certify on behalf of _____
(Name of your Organization)

that neither it nor its principals are included on the State Treasurer's and Economic Development Authority's or the Federal Government's List of Debarred, Suspended, or Disqualified Bidders as a result of action taken by any State or Federal Agency.

() B. I am unable to certify to any of the statements set forth in this certification. I have attached an explanation to this form.

Subscribed and sworn to
Before me this day of _____ 20____

(Signature of Notary Public)

(Signature)

(Typed or Printed Name and Title)

My Commission expires _____
(Month, Day, Year)

**CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS**
N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Physical Address of Individual or Organization	
Unique Entity ID (if applicable)	
CAGE/NCAGE Code (if applicable)	
Check the box that represents the type of business organization:	

- ☐ Sole Proprietorship (skip Parts III and IV)
 ☐ Non-Profit Corporation (skip Parts III and IV)
☐ For-Profit Corporation (any type)
 ☐ Limited Liability Company (LLC)
 ☐ Partnership

 ☐ Limited Partnership
 ☐ Limited Liability Partnership (LLP)
☐ Other (be specific): _____

PART II: CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the City of Vineland is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by City of Vineland of Vineland to notify the City of Vineland 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 City of Vineland , permitting the City of Vineland to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization

Section A (Check the Box that applies)

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	
Physical Address	
OR	
<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.

Section B (Skip if no Business entity is listed in Section A above)

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Physical Address	
OR	
<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.

Section C – Part II Certification

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the Organization listed above in Part I or, if applicable, owns greater than 50 percent of a parent entity of < >. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the *City of Vineland* is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award *City of Vineland* to notify the *City of Vineland* 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 *City of Vineland*, permitting the *City of Vineland* to declare any contract(s) resulting from this certification void and unenforceable.

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

Part IV - CERTIFICATION OF NON-DEBARMENT: Contractor - Controlled Entities

Section A

<input type="checkbox"/>	Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be.
Name of Business Entity	Physical Address
Add additional sheets if necessary	
OR	
<input type="checkbox"/>	The Organization listed above in Part I does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

Section B (skip if no business entities are listed in Section A of Part IV)			
<input type="checkbox"/>		Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).	
Name of Business Entity Controlled by Entity Listed in Section A of Part IV		Physical Address	
Add additional Sheets if necessary			
OR			
<input type="checkbox"/>		No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.	
Section C-- Part IV Certification			
<p>I hereby certify that the Organization listed above in Part I does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the City of Vineland is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by City of Vineland to notify the City of Vineland 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 City of Vineland, permitting the City of Vineland to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):			Title:
Signature:			Date:

SAMPLE FORM OF BID BOND

A. We, the undersigned

_____ as Principal and
_____ as Surety, are hereby held and firmly bound unto
_____ in the penal sum of _____ Dollars

(\$ _____), lawful money of the United States for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this _____ day of _____, 20 _____.

B. THE CONDITION of the above obligation is such that whereas the Principal has submitted to the _____

a certain bid attached hereto and hereby made a part of hereto and hereby made a part of hereof, to enter into a contract in writing for the (insert type of work)

C. NOW THEREFORE:

If said bid shall be rejected, or in the alternate, if said bid shall be accepted and the Principal shall execute and deliver a contract in the form of Agreement required by the Bid Documents and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all respects perform the agreement created by the acceptance of said bid. Then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

D. THE SURETY for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by an extensions of the time within the "OBLIGEE" may accept such bid. And said Surety does hereby waive notice of any such extension.

E. IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as corporations have caused their corporate seals to be hereto fixed and these presents to be signed by their proper officers, the day and year set forth above.

_____(L.S.)
PRINCIPAL

SURETY

(SEAL)

BY

NOTE: Bid Bond must be signed by an authorized agent or representative of a surety company and not by the individual or company submitting the bid.

SURETY FORM

The City of Vineland has provided this certificate of surety for submission to a bidder's insurance/bonding company. Language such as this will be accepted; however, language that limits the timeframe in which the City can process claims against a performance bond or language that states the surety is conditional depending on contract terms, will not be accepted. (Contract terms will be as outlined in the bid specifications)

To:

Purchasing Board
City of Vineland
640 E. Wood Street
Vineland, NJ 08360

NAME OF INSURANCE/BONDING COMPANY

being duly qualified to transact business in the State of New Jersey, hereby certifies and agrees that if:

CONTRACTOR NAME

Is the successful bidder for _____

_____ it as surety, will provide
the bidder with the bond or bonds as are called for in the bid specifications.

Signed and Sealed _____, 20 ____.

NAME OF INSURANCE/BONDING COMPANY

Printed name of Attorney-in-Fact

Signature of Attorney-in-Fact

**POWER OF ATTORNEY FOR THE ATTORNEY-IN-FACT MUST BE ATTACHED TO
CONSENT OF SURETY AND CORPORATE SEAL OF THE SURETY COMPANY MUST BE
AFFIXED TO SURETY FORM**

**CERTIFICATE OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR
REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE INDIVIDUAL OR
COMPANY SUBMITTING THE BID**

INSURANCE/BONDING COMPANY TO PROVIDE THE FOLLOWING:

NAME _____ TITLE _____

ADDRESS _____

TELEPHONE NO. _____

**USE THESE
DOCUMENTS
WHEN SUBMITTING
YOUR
DUPLICATE BID**

PLEASE PRINT (LEGIBLY) OR TYPE

Accompanying this proposal is a certified check in the amount of \$_____, a cashier's check in the amount of \$_____, or a bid bond in the amount of \$_____, payable to the City of Vineland which is to be forfeited as liquidated damages, if in the event that this proposal is accepted, the undersigned shall fail to execute the contract or to furnish satisfactory bond as require.

COMPANY_____

ADDRESS_____

TELEPHONE_____

WITNESS_____

The bidder shall state on the line below, if a corporation, the name of the state in which incorporated.

BY_____
(Signature)

(Name-please print or type)

(Title)

DATE_____

(Contact Person Who Prepared Proposal)

(Telephone Number)

(Federal I.D. Number)

(Email address)

Have you attached the required items listed on the Check List? Failure to do so may result in automatic rejection of this bid.

(Fax Number)

Proposal
2025-20 Due: 7-10-25

To the Purchasing Agent of the City of Vineland:

The undersigned bidder declares he/she has read the Notice to Bidders, Instructions to Bidders, Specifications, and the Work-Order (25-109) attached, that he/she has determined the conditions affecting the bid and agrees, if this proposal is accepted and a contract awarded, to furnish the following materials and perform all required services.

To be completed by Bidder:

Total Bid Price (\$): _____

Total Bid Price (Written in words): _____

The above "Total Bid Price," entered by the bidder/company, reflects the full understanding of the work/services required and conforms to the preceding specifications and attached work-order 25-109. The above price reflects the in-person/on-site evaluation performed by the bidder during the pre-bid meeting. The bid price guarantees the work to be completed by 10/01/2025.

***Total Bid Price Includes:**

- All material(s) required to complete job 25-109 with the exceptions of distribution poles, distribution wire, transformers, switches, and streetlights.
- All labor required to complete job 25-109.
- All equipment required to complete job 25-109.
- All services required to complete job 25-109, including traffic control and underground facility locating.

Requested Reference Pricing [To be entered by bidder for VMEU reference only]

Single Distribution Pole Replacement Price (\$): _____

"Single Distribution Pole Replacement Price" includes the replacement of one (1) 45FT Class 1 Pole, the transferring of Two (2) Decks of Primary Conductors, Including Price of two (2) 8FT Fiberglass Cross Arms, six (6) Insulators, all necessary hardware, and the topping of old pole; Do not include price of Distribution Pole.

Single Transmission Pole Replacement Price (\$): _____

"Single Transmission Pole Replacement Price" includes the replacement of one (1) 75FT Class 1 Pole, transferring 69kV lines with new insulators, the transferring of Two (2) Decks of underbuilt, and all necessary hardware; Do not include price of Transmission Pole.

One (1) Loaded Crew Hourly Labor Rate (\$): _____ /Hour

Includes labor of all crew members required for primary circuit work; Includes all necessary equipment.

Current Copper Scrap Pricing (\$): _____ /lb

Company/Bidder Name: _____

Bidder Signature: _____ **Date:** _____

BID CHECKLIST

**Failure by the bidder to submit with their bid all of the MANDATORY
Items that are check below shall be cause for rejection of bid.**

**PRIMARY CIRCUIT CONSTRUCTION FOR LANDFILL SOLAR PROJECT
COV BID # 2025-20**

DATE (7-10-25)

	<u>REQUIRED WITH BID</u>	<u>INITIAL & SUBMIT</u>
1. Bid Guarantee (IN DUPLICATE) (a bid bond is not a consent of surety)	<u> X </u>	<u> </u>
2. Certificate or Consent of Surety Form (IN DUPLICATE)	<u> X </u>	<u> </u>
3. Statement of Ownership Disclosure (IN DUPLICATE)	<u> X </u>	<u> </u>
4. EEO/Affirmative Action Compliance Notice (IN DUPLICATE)	<u> X </u>	<u> </u>
5. Check List (IN DUPLICATE)	<u> X </u>	<u> </u>
6. Proposal (IN DUPLICATE)	<u> X </u>	<u> </u>
7. Acknowledgement of Receipt of Addenda (IN DUPLICATE)	<u> X </u>	<u> </u>
8. List of Subcontractors per NJSA 40A:11-16, if any, If none, state so. (IN DUPLICATE)	<u> </u>	<u> </u>

The items that are checked below shall be submitted no later than the time period indicated.

<u>Required as Conditioned</u>	<u>Item</u>	<u>Read, Initialed Shall Submit</u>
<u> X </u>	Performance Bond (Due with the executed contract)	<u> </u>
<u> </u>	Labor and Material Payment Bond (Due with the executed contract)	<u> </u>

(continued on next page)

<u> </u>	Maintenance Bond (Due with the executed contract)	<u> </u>
<u> X </u>	Public Works Contractor Registration Certificate(s) for the General or Prime Contractor and any Subcontractor submitted in the bid proposal with a date effective at the time the proposal is submitted (Due prior to contract award)	<u> </u>
<u> X </u>	New Jersey Business Registration Certificate (Due prior to contract award)	<u> </u>
<u> X </u>	Disclosure of Investment Activities in Iran (Due prior to contract award)	<u> </u>
<u> X </u>	Certificate(s) of Insurance as specified In the Bid Document (Due with executed contract)	<u> </u>
<u> X </u>	Certification of Non-Debarment for Federal Contracts. (Due prior to contract award)	<u> </u>
<u> X </u>	Certification of Regarding Debarment Suspension. (Due prior to contract award)	<u> </u>

The items that are checked below are to be reviewed by the bidders.

<u>Review Required</u>	<u>Item</u>	<u>Read & Initialed</u>
<u>X</u>	Americans with Disabilities Act Language	_____
<u>X</u>	General Instructions	_____
<u>X</u>	Technical Specifications	_____

THE ITEMS AND/OR FORMS INDICATED ABOVE SHALL BE REVIEWED AND/OR SUBMITTED WITH YOUR BID. THIS CHECKLIST IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. ALL REQUIRED DOCUMENTATION MAY NOT BE LISTED ABOVE AND IT SHALL BE THE RESPONSIBILITY OF THE BIDDER TO CAREFULLY REVIEW THE COMPLETE BID PACKAGE, FAMILIARIZE THEMSELVES WITH THE REQUIREMENTS OF THIS BID AND TO SUBMIT WITH THEIR BID ALL REQUIRED DOCUMENTATION.

SIGNATURE

The undersigned hereby acknowledges that they have submitted and/or reviewed the above listed requirements:

(COMPANY)

(NAME – PLEASE PRINT OR TYPE)

(SIGNATURE)

(DATE)

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)
- ☐ 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	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 non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the <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 COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS

(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

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

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

**FAILURE BY THE BIDDER TO COMPLETE AND RETURN THIS NOTICE WITH THEIR BID SUBMISSION
SHALL BE CAUSE FOR THEIR BID TO BE REJECTED AS NON-RESPONSIVE**

CITY OF VINELAND
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

Pursuant to N.J.S.A. 40A:11-23.1a, the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Addendum Number	Dated	Acknowledge Receipt (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____ No addenda received.

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Please type or Print)

Title: _____

Date: _____



City of Vineland - Division of Purchasing
DISCLOSURE OF INVESTMENT ACTIVITIES IN
IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND
PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW
JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at: <https://www.state.nj.us/treasury/purchasing/disclosure/Chapter25List.pdf>.

Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment
Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

**Attach Additional Sheets if
Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the City of Vineland is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the City to notify the City 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. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the City, permitting the City to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Full Name (Print) and Title

**CERTIFICATION REGARDING THE DEBARMENT
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

I am _____ of the firm of _____,
(Your Title) (Name of your Organization)

(Address of your Organization)

CHOOSE ONE OF THE FOLLOWING

() A. I hereby certify on behalf of _____
(Name of your Organization)

that neither it nor its principals are included on the State Treasurer's and Economic Development Authority's or the Federal Government's List of Debarred, Suspended, or Disqualified Bidders as a result of action taken by any State or Federal Agency.

() B. I am unable to certify to any of the statements set forth in this certification. I have attached an explanation to this form.

Subscribed and sworn to
Before me this day of _____ 20____.

(Signature of Notary Public)

(Signature)

(Typed or Printed Name and Title)

My Commission expires _____
(Month, Day, Year)

**CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS**

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Physical Address of Individual or Organization	
Unique Entity ID (if applicable)	
CAGE/NCAGE Code (if applicable)	
Check the box that represents the type of business organization:	

☐ Sole Proprietorship (skip Parts III and IV) ☐ Non-Profit Corporation (skip Parts III and IV)

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

☐ Limited Partnership

☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

PART II - CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
<p>I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the City of Vineland is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by City of Vineland of Vineland to notify the City of Vineland 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 City of Vineland, permitting the City of Vineland to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

PART III -- CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization

Section A (Check the Box that applies)

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	
Physical Address	

OR

<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
--------------------------	---

Section B (Skip if no Business entity is listed in Section A above)

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Physical Address	

OR

<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.
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Section C - Part III Certification

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the Organization listed above in Part I or, if applicable, owns greater than 50 percent of a parent entity of < >. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **City of Vineland** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award **City of Vineland** to notify the **City of Vineland** 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 **City of Vineland**, permitting the **City of Vineland** to declare any contract(s) resulting from this certification void and unenforceable.

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

Part IV - CERTIFICATION OF NON-DEBARMENT - Contractor - Controlled Entities**Section A**

Below is the name and address of the corporation(s) in which the **Organization listed in Part I** owns more than 50 percent of voting stock, or of the partnership(s) in which the **Organization listed in Part I** owns more than 50 percent interest therein, or of the limited liability company or companies in which the **Organization listed above in Part I** owns more than 50 percent interest therein, as the case may be.

Name of Business Entity**Physical Address******Add additional sheets if necessary******OR**

The **Organization listed above in Part I** does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

Section B (skip if no business entities are listed in Section A of Part IV)			
<input type="checkbox"/>		Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).	
Name of Business Entity Controlled by Entity Listed in Section A of Part IV		Physical Address	
Add additional Sheets if necessary			
OR			
<input type="checkbox"/>		No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.	
Section C – Part IV Certification			
<p>I hereby certify that the Organization listed above in Part I does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <i>City of Vineland</i> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by <i>City of Vineland</i> to notify the <i>City of Vineland</i> 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 <i>City of Vineland</i>, permitting the <i>City of Vineland</i> to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

SAMPLE FORM OF BID BOND

A. We, the undersigned

_____ as Principal and
_____ as Surety, are hereby held and firmly bound unto
_____ in the penal sum of _____ Dollars
(\$ _____), lawful money of the United States for the payment of which well and truly to be made, we hereby
jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this
_____ day of _____, 20 _____.

B. THE CONDITION of the above obligation is such that whereas the Principal has submitted to
the _____
a certain bid attached hereto and hereby made a part of hereto and hereby made a part of hereof, to enter into a contract in
writing for the (insert type of work)

C. NOW THEREFORE:

If said bid shall be rejected, or in the alternate, if said bid shall be accepted and the Principal shall execute and deliver a contract in the form of Agreement required by the Bid Documents and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all respects perform the agreement created by the acceptance of said bid. Then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

D. THE SURETY for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by an extensions of the time within the "OBLIGEE" may accept such bid. And said Surety does hereby waive notice of any such extension.

E. IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as corporations have caused their corporate seals to be hereto fixed and these presents to be signed by their proper officers, the day and year set forth above.

_____(L.S.)
PRINCIPAL

SURETY

(SEAL)

BY

NOTE: Bid Bond must be signed by an authorized agent or representative of a surety company and not by the individual or company submitting the bid.

SURETY FORM

The City of Vineland has provided this certificate of surety for submission to a bidder's insurance/bonding company. Language such as this will be accepted; however, language that limits the timeframe in which the City can process claims against a performance bond or language that states the surety is conditional depending on contract terms, will not be accepted. (Contract terms will be as outlined in the bid specifications)

To:

Purchasing Board
City of Vineland
640 E. Wood Street
Vineland, NJ 08360

NAME OF INSURANCE/BONDING COMPANY

being duly qualified to transact business in the State of New Jersey, hereby certifies and agrees that if:

CONTRACTOR NAME

Is the successful bidder for _____

_____ it as surety, will provide
the bidder with the bond or bonds as are called for in the bid specifications.

Signed and Sealed _____, 20 ____.

NAME OF INSURANCE/BONDING COMPANY

Printed name of Attorney-in-Fact

Signature of Attorney-in-Fact

**POWER OF ATTORNEY FOR THE ATTORNEY-IN-FACT MUST BE ATTACHED TO
CONSENT OF SURETY AND CORPORATE SEAL OF THE SURETY COMPANY MUST BE
AFFIXED TO SURETY FORM**

**CERTIFICATE OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR
REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE INDIVIDUAL OR
COMPANY SUBMITTING THE BID**

INSURANCE/BONDING COMPANY TO PROVIDE THE FOLLOWING:

NAME _____ TITLE _____
ADDRESS _____
TELEPHONE NO. _____