

**CITY OF VINELAND**  
**VINELAND, NEW JERSEY**

**SPECIFICATIONS**

**FOR**

**ARBOR AVENUE WATER MAIN  
IMPROVEMENT PROJECT**

**COV BID # 2025-25**

**BID OPENING: TUESDAY, AUGUST 12, 20205,**  
**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](mailto: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 Tuesday, August 12, 2025 at 2:00 p.m. prevailing time in the Purchasing Department, 5<sup>th</sup> 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 2025-25 ARBOR AVENUE WATER MAIN IMPROVEMENT PROJECT

Bid must be submitted in **duplicate** and shall be enclosed in an opaque sealed envelope, addressed to "Division of Purchasing, 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](mailto:PurchasingOffice@vinelandcity.org)

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**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](mailto:PurchasingOffice@vinelandcity.org). Last day for questions is noon Tuesday, July 22, 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.



#### 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  
\_\_\_X\_\_\_ 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:



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



A non-mandatory pre-bid conference for this proposal will be held on Thursday, July 17, 2025 at 10:00a.m. at the Vineland Water Utility Facility, 330 E. Walnut Road, Vineland, NJ 08360. Attendance is not mandatory, but is strongly recommended. A madatory 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](http://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](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](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](http://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.J.S.A. 40A:11-16.7)

(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 otherwise learning 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 different 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 downward 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 subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.

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 completion or additional contractor expenses, and to an extension of time, provided that, to the extent feasible, the contractor, within 10 calendar days following the conclusion of the suspension, notifies the contracting unit, in writing, of the nature and extent of the suspension of work. The notice 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 seven days' 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 fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its change in character, or as otherwise mutually agreed upon by the contractor and the contracting unit prior to the contractor performing the subject work.

(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 cumulatively increased or decreased by 20 percent or less from the bid proposal 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 proposal 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 proposal 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 proposal quantity.

(5) As used in this subsection, the term "bid proposal quantity" means the quantity indicated in the bid proposal 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


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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:*

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE NEW STATE AGENCY AND CASINO SERVICES CONTRACTOR	
TAXPAYER NAME TAX REGISTRATION TEST ACCOUNT	TRADE NAME CLINTON REGISTRAR
TAXPAYER IDENTIFICATION 070-057-383/500	SEQUENCE NUMBER 0107
ADDRESS 647 ROUTE 101 TRENTON NJ 08611	ISSUANCE DATE 07/14/04
	



### STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT  
Trade Name:  
Address: 647 ROUTE 101  
TRENTON, NJ 08611  
Certificate Number: 1095937  
Date of Issuance: October 14, 2004

For Office Use Only:  
20041014112813533



**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: [contreg@dol.state.nj.us](mailto:contreg@dol.state.nj.us).

The website is [http://lwd.state.nj.us/labor/wagehour/regperm/reg\\_and\\_permits.html](http://lwd.state.nj.us/labor/wagehour/regperm/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  
NJSA40A: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 1999 Chapter 238, 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.

*Albert O. Kroll*

ALBERT O. KROLL, 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 et seq.**

### **CONSTRUCTION CONTRACTS**

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

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

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

The contractor or subcontractor 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 EEO 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 EEO 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, on 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 apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO 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 EEO 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 EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO 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 EEO 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.

**CITY OF VINELAND  
DEPARTMENT OF ADMINISTRATION  
ENGINEERING DIVISION**

**TECHNICAL  
SPECIFICATIONS  
2019**

**FOR  
ARBOR AVENUE HDD WATERMAIN EXTENSION**

**JUNETEENTH, 2025**

**PREPARED BY**

**DAVID J. MAILLET, PE  
CITY ENGINEER  
856-794-4000 EXT. 4098**

**CITY OF VINELAND  
ENGINEERING DIVISION  
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## TABLE OF CONTENTS

<b>TABLE OF CONTENTS</b>	<b>2</b>
<b>GENERAL CONDITIONS AND GENERAL SPECIFICATIONS</b>	<b>4</b>
101 DEFINITIONS	4
102 SUPERINTENDENCE BY CONTRACTOR	4
103 SUBCONTRACTS	5
104 OTHER CONTRACTS	5
105 FITTING AND COORDINATION OF THE WORK	5
106 MUTUAL RESPONSIBILITY OF CONTRACTORS	5
107 PROGRESS SCHEDULE	6
108 PAYMENTS TO THE CONTRACTOR	6
109 TERMINATION, LIQUIDATED DAMAGES, AND TIME MODIFICATIONS	7
110 ASSIGNMENT OR NOVATION	8
111 TECHNICAL SPECIFICATIONS AND DRAWINGS	8
112 SHOP DRAWINGS	9
113 REQUESTS FOR SUPPLEMENTARY INFORMATION	9
114 MATERIALS, EQUIPMENT, AND PERSONNEL	10
115 SAMPLES, CERTIFICATIONS AND TESTS	11
116 PERMITS AND CODES	12
117 CARE AND PROTECTION OF WORK, PROPERTY AND PERSONS	12
118 ACCIDENT PREVENTION	13
119 SANITARY FACILITIES	14
120 USE OF PREMISES	15
121 REMOVAL OF DEBRIS, CLEANING, ETC.	15
122 INSPECTION	15
123 REVIEW BY LOCAL PUBLIC AGENCY	17
124 FINAL INSPECTION	17
125 DEDUCTION FOR UNCORRECTED WORK	17
126 INSURANCE	17
127 PATENTS	18
128 WARRANTY OF TITLE	18
129 GENERAL GUARANTY	19
130 PROJECT SITE	19
131 TIME OF COMPLETION	19
132 LIQUIDATED DAMAGES	19
133 RESPONSIBILITIES OF CONTRACTOR	19
134 COMMUNICATIONS	20
135 JOB OFFICES	20
136 PARTIAL USE OF SITE IMPROVEMENTS	21
137 CORRECTION OF WORK	21
138 CONTRACT DOCUMENTS AND DRAWINGS	21
139 TEST BORINGS AND PITS	21
140 SITE MAINTENANCE	22

141	NOTIFICATION OF PROPERTY OWNERS	22
<b>GENERAL INSTRUCTIONS TO BIDDERS</b>		<b>23</b>
<b>DETAILED SPECIFICATIONS</b>		<b>27</b>
	PROJECT SITE	27
	SCHEDULE OF DRAWINGS	27
	SCOPE OF WORK	27
	CONSTRUCTION LAYOUT	28
	MAINTENANCE AND PROTECTION OF TRAFFIC	28
<b>SECTION 1 - TRAFFIC CONTROL</b>		<b>29</b>
1.1	TRAFFIC CONTROL	29
<b>SECTION 2 - CLEARING SITE</b>		<b>31</b>
2.1	MOBILIZATION / CLEARING SITE	31
<b>SECTION 4 - PIPES, STRUCTURES &amp; CASTINGS</b>		<b>32</b>
4.1	WATERMAIN	32
4.1.1	8" HDPE SDR11 WATERMAIN	32
4.1.2	6" TAPPING SLEEVE AND VALVE	32
4.1.3	8" TAPPING SLEEVE AND VALVE	32
<b>SECTION 7 – HOT MIX ASPHALT &amp; SURFACE TREATMENTS</b>		<b>34</b>
7.1	HOT MIX ASPHALT (HMA)	34
7.1.4	FINAL ASPHALT PAVEMENT RESTORATION	34

## GENERAL CONDITIONS AND GENERAL SPECIFICATIONS

### 101 DEFINITIONS

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- A. The term "Contract" means the contract executed by the City of Vineland and the Contractor.
- B. The term "Local Public Agency" means the City of Vineland which is authorized to undertake the contract.
- C. The term "Contractor" means the person, firm or corporation entering into the Contract with the City of Vineland to construct and install the improvements embraced in these specifications.
- D. The term "Project Area" means the working site and environs within which are the specified Contract limits of the improvements contemplated to be constructed in whole or in part under this contract.
- E. The term "Engineer" means the City Engineer or his designated representative.
- F. The term "Local Government" means the City of Vineland, New Jersey.
- G. The term "Drawings" means the drawings listed in the schedule of Drawings.
- H. The term "Detailed Specifications" means that part of the specifications which describes, outlines, and stipulates: the quality of the materials to be furnished, the quality of workmanship required, and the methods to be used in carrying out the construction work to be performed under this contract.
- I. The term "Addendum" or "Addenda" means any changes or revisions of the contract documents which have been duly issued by the Local Public Agency to prospective bidders prior to the time of receiving bids.
- J. The term "Source Documentation" means written or photographic evidence relative to the project. This shall include, but not be limited to, delivery slips, made in America certifications, field orders, inspection reports, photographs, approved submittals, as-built plans, hand marked plans, computations.

### 102 SUPERINTENDENCE BY CONTRACTOR

- A. The Contractor shall provide a competent superintendent on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his

work.

- B. The Contractor shall supervise his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures, alignment and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

### **103 SUBCONTRACTS**

- A. No proposed subcontractor shall be disapproved by the City of Vineland except for cause.
- B. The Contractor shall be as fully responsible to the City of Vineland for the acts and omissions of his subcontractors, and of the persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- D. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the contract for the improvement embraced in this specification.
- E. Nothing contained in the contract shall create any contractual relation between any subcontractor and the City of Vineland.

### **104 OTHER CONTRACTS**

The City of Vineland may award, or may have awarded other contracts for additional work and the Contractor shall cooperate fully with such other Contractors, by scheduling his own work with that to be performed under other contracts as may be directed by the City of Vineland. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

In the event that the Traffic Control Plans (TCP) for the Contractor overlaps with that of another Contractor in the employ of the City, City Engineer will direct revisions as needed. A change order will be prepared for any changes made to the Traffic Control pay items.

### **105 FITTING AND COORDINATION OF THE WORK**

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operation of all trades, subcontractors, or material engaged upon this contract. He shall be prepared to guarantee to each of his subcontractors the locations and measurements which they may require for the fitting of their work and all surrounding work.

### **106 MUTUAL RESPONSIBILITY OF CONTRACTORS**

If (through acts or neglect on the part of the Contractor) any other Contractor, or any subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the City of Vineland on account of any damage alleged to have been so sustained, the City of Vineland will notify this Contractor, who shall defend at his own expense any suit based upon such claim, and, if any judgment or claims against the City of Vineland shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

#### **107     PROGRESS SCHEDULE**

The Contractor shall submit for approval immediately after execution of the contract, a carefully prepared Progress Schedule, showing the proposed dates of starting and completing each of the various sections of work. This schedule shall be updated regularly and as directed by the City Engineer.

#### **108     PAYMENTS TO THE CONTRACTOR**

##### **A.       PARTIAL PAYMENTS**

1. Contractor must submit request for partial payment monthly on standard City of Vineland vouchers to the Engineer for his approval. Processing of request for payment shall be in accordance with Instructions to Bidders and the Local Public Contracts Law. Payment requests are considered to be incomplete if certified weekly payroll forms and monthly, quarterly, or yearly reporting documents (as needed) are not provided with reimbursement requests. Payment will not be made for items installed without approved submittals or appropriate source documentation.
2. Monthly or partial payments made by the City of Vineland to the Contractor are monies advanced for the purpose of assisting the Contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the City of Vineland. Such payments shall not constitute a waiver of the right of the City of Vineland to require the fulfillment of all terms of the contract and the delivery of improvements embraced in this contract complete and satisfactory to the City of Vineland in all details.

##### **B.       FINAL PAYMENT**

1. After final inspections and acceptance by the City of Vineland of all work under the contract, the Contractor shall prepare his request for final payment which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices stipulated in

the contract. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments. Final payment to the Contractor shall be made subject to his furnishing the City of Vineland with a release in satisfactory form of all claims against the City of Vineland arising under and by virtue of contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided in this specification. Payment will not be made for items installed without approved submittals or appropriate source documentation.

2. The City of Vineland, before paying the final estimate, may require the Contractor to furnish releases or receipts from all subcontractors, having performed any work and all persons having supplied materials, equipment (installed on the project) and services to the Contractor, if the City of Vineland deems the same necessary in order to protect its interest. The City of Vineland, however, may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall nowise impair the obligations of any surety or sureties furnished under this contract.
3. Withholding of any amount due the City of Vineland (LIQUIDATED DAMAGES, PENALTIES) shall be deducted from the final payment due the Contractor.
  - a. Amounts due the City of Vineland may include, but are not necessarily limited to, Liquidated Damages, performance or material penalties, costs related to overtime inspection, failure to meet employment goals.

C. WITHHOLDING PAYMENTS

The City of Vineland may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the City of Vineland and if it so elects may also withhold any amounts due from the Contractor to any subcontractor or material dealers for work performed or material furnished by them. The foregoing provisions shall be constructed solely for the benefit of the City of Vineland and will not require the City of Vineland to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any monies for their protection unless the City of Vineland elects to do so. The failure or refusal of any monies from the Contractor shall nowise impair the obligations of any surety or sureties under any bond furnished under this contract.

**109 TERMINATION, LIQUIDATED DAMAGES, AND TIME MODIFICATIONS**

A. TERMINATION OF CONTRACT

If the Contractor refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in these contract documents, or as modified as provided in these contract documents, the City of Vineland, by written notice to the Contractor, may terminate the Contractor's right to proceed with the work. Upon such termination, the City of Vineland may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the City of Vineland for any additional cost incurred by the City of Vineland in its completion of the work and they shall also be liable to the City of Vineland for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City of Vineland may take possession of and utilize in completing the work such materials, tools, equipment and plant as may be on the site of the work and necessary therefore.

B. LIQUIDATED DAMAGES FOR DELAYS

If the work is not completed within the time stipulated, including any extensions of time for excusable delays, the Contractor shall pay to the City of Vineland liquidated damages for each calendar day of delay, until the work is completed, the amount set forth and the Contractor and his sureties shall be liable to the City of Vineland for the amount thereof.

C. TIME MODIFICATIONS

Refer to Section 108.11, "Modifications to Contract Time," in the Standard Specifications for Road and Bridge Construction, 2019

## **110 ASSIGNMENT OR NOVATION**

The contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this contract without the written consent of the City of Vineland; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the City of Vineland. No assignment or novation of this contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the contract is subject to prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this contract in favor of all persons, firms, or corporations rendering such labor or services supplying such materials, tools or equipment.

## **111 TECHNICAL SPECIFICATIONS AND DRAWINGS**

Anything mentioned in the TECHNICAL SPECIFICATIONS and not shown on the drawings,

or shown on the drawings and not mentioned in the TECHNICAL SPECIFICATIONS, shall be of like effect as if shown on or mentioned in both. In case of difference between drawings and TECHNICAL SPECIFICATIONS, the TECHNICAL SPECIFICATIONS shall govern. In case of any discrepancy in drawings, or TECHNICAL SPECIFICATIONS, the matter shall be immediately submitted to the City of Vineland, without whose decision, said discrepancy shall not be adjusted by the Contractor.

## **112 SHOP DRAWINGS**

- A. All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in five (5) copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, re-submitting and re-checking if necessary. The Contractor may proceed only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved. No claim, by the Contractor, for extension of the contract time will be granted by reason of his failure in respect.

- B. Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper re-submission.

If any drawings show variations from the requirements of the contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the contract even though the drawings have been approved.

- C. If a shop drawing is in accordance with the contract or involves only a minor adjustment in the interest of the City of Vineland not involving a change in contract price or time, the Engineer may approve the drawing. The approval shall be general, shall not relieve the Contractor from his responsibility for adherence to the contract for any error in the drawing, and shall contain in substance the following:

"The modification shown on the attached drawing is approved in the interest of the City of Vineland to effect an improvement of the Project and is ordered with the understanding that it does not involve any change in the contract price or time; that it is subject generally to all contract stipulations and covenants; and that it is without prejudice to any and all rights of the City of Vineland under the contract and surety bond or bonds."

## **113 REQUESTS FOR SUPPLEMENTARY INFORMATION**

It shall be the responsibility of the Contractor to make timely requests of the City of Vineland for any additional information not already in his possession which should be furnished



by the City of Vineland under terms of this contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first request shall be submitted within two weeks after contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

#### **114 MATERIALS, EQUIPMENT, AND PERSONNEL**

- A. Unless otherwise specifically provided for in the TECHNICAL SPECIFICATIONS, all materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where materials or articles are referred to in the TECHNICAL SPECIFICATIONS as "equal to" any particular standard, the Engineer shall decide the question of equality.
- B. The Contractor shall furnish to the City of Vineland for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates utilizing together with full information as to type, performance, characteristics, and all other pertinent information as required. Machinery, mechanical and other equipment used without such prior approval shall be at the risk of subsequent rejection, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work.
- C. The Contractor shall furnish to the City of Vineland for approval the manufacturer's detailed specifications for all materials, which he contemplates installing together with full information as to type, performance, characteristics, and all other pertinent information as required. Materials installed without such prior approval shall be at the risk of subsequent rejection.
- D. Materials specified by reference to the number or symbol of specific standard, such as an ASTM Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Notice to Bidders, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the TECHNICAL SPECIFICATIONS, shall have full force and effect as though printed therein.
- E. No materials to be installed in the project shall be delivered to the site without a representative of the Contractor present to receive said materials. All materials are to be accompanied with a delivery slip and, for iron and steel materials, a certification as to the origin of manufacture. The only acceptable location for manufacture is the United States of America. A copy of the delivery slip and certification shall be provided to the City.

- F. The City of Vineland may require the Contractor to dismiss from the work such employee or employees who, in the opinion of the Engineer, are not performing the work in a proper or skillful manner, or are intemperate, disorderly, or create a hostile environment. Do not allow the removed employee to be re-employed to perform any portion of the work without written approval by the Engineer.

#### 115 SAMPLES, CERTIFICATIONS AND TESTS

- A. The Contractor shall submit all material or equipment samples, certificates, affidavits, etc. as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.

Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

- B. Approval of any materials shall be general only and shall not constitute a waiver of the City of Vineland's right to demand full compliance with contract requirements.

After such deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

- C. Prior to installation of iron or steel materials, the City shall be provided with a certification from the manufacturer (not supplier) as to the place of origin of said materials. Items installed with iron or steel components shall not be deemed acceptable for payment without certification as to origin of manufacture. The only acceptable location for manufacture is the United States of America.

- D. Except as otherwise specifically stated in the contract, the costs of sampling and testing shall be borne by the Contractor.

#### **116 PERMITS AND CODES**

- A. The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local government. All construction work and/or utility installation shall comply with all applicable ordinances and codes, including all written waivers. Before installing any work, the Contractor shall examine the Drawings and TECHNICAL SPECIFICATIONS for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the City of Vineland. Where the requirements of the Drawings and TECHNICAL SPECIFICATIONS fail to comply with such applicable ordinances or codes, the City of Vineland will adjust the contract by Change Order to conform to such ordinances or codes and make the appropriate adjustment in the contract price or stipulated unit prices.

Should the Contractor fail to observe the ongoing provisions and proceed with the construction and/or install any utility at variance with the applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the Drawings and TECHNICAL SPECIFICATIONS), the Contractor shall remove such work without cost to the City of Vineland, but a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

- B. The Contractor shall comply with applicable local laws and ordinances governing the disposal of the surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespassing on any public or private property in any operation connected with the improvements embraced in this contract.

#### **117 CARE AND PROTECTION OF WORK, PROPERTY AND PERSONS**

- A. The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

He will take all necessary precautions for safety of and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

At no point in time shall open excavations be left open and unattended. Open excavations that cannot be backfilled prior to the end of the working day shall be covered with a steel plate and properly protected in a manner agreeable to

the City Engineer.

Where practicable, pedestrian pathways shall be restored at the end of each working day to the full extent of the sidewalk, but in no cases less than four (4) feet wide.

- B. The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor or anyone directly or indirectly employed by the Contractor.
- C. In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor without special instruction or authorization from the Engineer or the City of Vineland, shall act to prevent threatened damage, injury or loss. He will give the Engineer prompt WRITTEN NOTICE of any significant changes in the work or deviation from the contract documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.
- D. SUPERVISION BY THE CONTRACTOR: The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of the construction. The Contractor will employ and maintain on the work site a qualified and competent supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authorization to act on behalf of the Contractor and all communication given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.
- E. The Contractor shall shore up, brace, underpin, secure and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining and in the vicinity of the site, which may be in any way affected by the excavation or other operations connected with the construction of the improvements embraced in this contract. The Contractor shall be responsible for giving of any and all required notices to any adjoining property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the City of Vineland from adjoining property and from all loss or expense and all damages for which the City of Vineland may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

## 118 ACCIDENT PREVENTION

- A. The Contractor shall exercise proper precautions at all times for protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City of Vineland may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc. to the extent that such provisions are not in conflict with applicable local laws.
- B. The Contractor shall maintain an accurate record of all cases of death, occupational disease or injury requiring medical attention or causing loss of time for work, arising out of and in the course of employment on work under the contract. The Contractor shall promptly furnish the City of Vineland with reports concerning these matters.
- C. INDEMNIFICATION: The Contractor will indemnify and hold harmless the City of Vineland and the Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of work, provided that any such claims, damage, loss or expense attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property including the loss of use resulting there from and is caused in whole or in part by any negligent or willful act or omission of the Contractor or subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the City of Vineland or the Engineer, or any of their agents or employees, by any employee of the contractor, and subcontractor, any one directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or any type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

## **119 SANITARY FACILITIES**

The Contractor shall furnish, install and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh, served from single service containers or satisfactory types of sanitary drinking water stands or fountains. All such facilities and services shall be furnished in strict accordance with the existing and governing health regulations.

**120 USE OF PREMISES**

- A. The Contractor shall confine his equipment, storage of materials, and construction operations to Contract Limits as shown on the Drawings and as prescribed by ordinances or permits, or as may be desired by the City of Vineland, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.
- B. The Contractor shall comply with all reasonable instructions of the City of Vineland and the ordinances and codes of the Local Government, regarding signs, advertising, traffic, fires, explosives, danger signals and barricades.
- C. In the event that the Contractor enters into a contract with a property owner for the storage of machinery and/or materials, a copy of said agreement shall be provided to the Engineer prior to the use of said premises.

**121 REMOVAL OF DEBRIS, CLEANING, ETC.**

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights-of-way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public right-of-way in a neat and clean condition. Trash burning on the site of the work will not be permitted.

**122 INSPECTION**

- A. All materials and workmanship shall be subject to inspection, examination or test by the City of Vineland and the Engineer at any and all times during the manufacture or construction and at any and all places where such manufacture or construction is carried on. The City of Vineland shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge therefore. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the City of Vineland may, by contract or otherwise, have defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any monies which may be due the Contractor, without prejudice to any other rights of the City of Vineland.
- B. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the City of Vineland will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the TECHNICAL SPECIFICATIONS.
- C. The Contractor shall notify the City of Vineland sufficiently in advance of

backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the City of Vineland, the Contractor shall uncover for inspection and recover such facilities at his own expense, when so requested by the City be considered necessary or advisable by the City of Vineland at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work, is found to meet the requirement of the contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15 percent of such costs to cover superintendence, general expenses and profit, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire contract has been delayed thereby, be granted a suitable extension of time on account of the additional work.

- D. Inspection of materials and appurtenances to be incorporated in the improvements embraced in this contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspections and acceptance, unless otherwise stated in the TECHNICAL SPECIFICATIONS, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.
- E. Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the City of Vineland or its agents shall relieve the contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the contract.
- F. **In the event that work is performed outside normal working hours, on weekend days, or City Holidays, the Contractor will be responsible for paying overtime wages for any inspections, etc. done by the City forces during this time.**
  - i. Rates for overtime inspection costs shall be provided to the Contractor upon request to perform work outside of the normal working hours, and approval by the City Engineer for such work to be performed.
    - a. Under no circumstances shall work be permitted on Primary or General Election Days.
  - ii. The Contractor shall be invoiced for overtime inspection costs.
  - iii. NON-WORKING DAYS include:
    - a. New Year's Day (January 1, 2025)
    - b. Martin Luther King Jr. Day (January 20, 2025)
    - c. Presidents' Day (February 17, 2025)
    - d. Good Friday (April 18, 2025)
    - e. Memorial Day (May 26, 2025)
    - f. Primary Election Day (June 10, 2025)

- g. Juneteenth (June 20, 2025)
- h. Independence Day (July 4, 2025)
- i. Labor Day (September 1, 2025)
- j. Columbus Day (October 13, 2025)
- k. Election Day (November 4, 2025)
- l. Veterans Day (November 11, 2025)
- m. Thanksgiving Day (November 27, 2025)
- n. Day after Thanksgiving (November 28, 2025)
- o. Christmas Day (December 25, 2025)

### **123 REVIEW BY LOCAL PUBLIC AGENCY**

The City of Vineland, its authorized representatives and agents shall, at all times, have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this contract.

### **124 FINAL INSPECTION**

When the improvements embraced in this contract are substantially completed, the Contractor shall notify the City of Vineland in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the City of Vineland having charge of inspection. If the City of Vineland determines that the status of the improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable.

### **125 DEDUCTION FOR UNCORRECTED WORK**

If the City of Vineland deems it not expedient to require the Contractor to correct work not done in accordance with the contract documents, an equitable deduction from the contract price will be made by agreement between the Contractor and the City of Vineland and subject to settlement, in case of dispute, as herein provided.

### **126 INSURANCE**

Evidence of the following insurance requirements must be filed with the Department of Administration and made a matter of record with respect to the Contract to be entered into herewith:

- A. Workmen's Compensation and Occupational Disease Insurance in accordance with the applicable law or laws. Employer's Liability Insurance with limit of liability of at least \$500,000.



- B. Comprehensive General Liability with limits of \$1,000,000/\$2,000,000 Bodily Injury and \$1,000,000 Property Damage.
- C. Broad Form Blanket Contractual Liability for liability assumed under this contract and all other contracts relative to the project.
- D. Completed Operations/Product Liability with a two (2) year extension beyond completion and acceptance of the project.
- E. Broad Form Property Damage.
- F. XC&U Perils: This exclusion relates to explosion, collapse and underground hazards which are inherent in this type of work. In these cases, the XC&U exclusions in the Contractors liability policy should be deleted.
- G. Personal Injury Liability A, B & C with employee exclusion voided.
- H. Comprehensive Automobile Liability insurance covering the use of all owned, non-owned and hired automobiles with a Bodily Injury and Property Damage limit of \$1,000,000.00.

The Contractor must include the City of Vineland as an additional insured on their certificate of insurances.

## **127 PATENTS**

The Contractor shall hold and save the City of Vineland, its officers, and the employees, harmless from liability of any nature or kind, including costs and expenses, for or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by the City of Vineland, unless otherwise specifically stipulated in the TECHNICAL SPECIFICATIONS.

## **128 WARRANTY OF TITLE**

No material, supplies or equipment to be installed or furnished under this contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed hereon by him to the City of Vineland free from any claims, liens or charges. Neither the Contractor, nor any person, firm nor corporation furnishing any materials or labor for any work covered by this contract shall have any right to a lien upon any improvement or appurtenance thereon.

Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the

Contractor in hands of the City of Vineland. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

#### **129 GENERAL GUARANTY**

Neither the final certificate of payment nor any provisions in the contract nor partial or entire use of the improvements embraced in this contract by the City of Vineland or the public shall constitute an acceptance of work not done in accordance with the contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting there from which shall appear within a period of twenty four (24) months from the date of final acceptance of the work. This shall be ensured through the posting of a Maintenance Bond in an amount not less than one hundred (100) percent of the final contract amount. The City of Vineland will give notice of defective materials and work with reasonable promptness.

#### **130 PROJECT SITE**

The Project Site consists of the area(s) described in the "Detailed Specifications" section of these specifications.

#### **131 TIME OF COMPLETION**

The work which the contractor is required to perform under this contract shall be commenced at the time stipulated by the Local Public Agency in the Contractor's Notice to Proceed and shall be fully completed within the time limit noted in the "General Instruction to Bidders" section of these specifications.

#### **132 LIQUIDATED DAMAGES**

As actual damages for any delay in completion of the work which the Contractor is required to perform under this contract, the Contractor and his sureties shall be liable for and shall pay to the Local Public Agency the sum of one thousand five hundred dollars (\$1,500) as fixed and agreed upon liquidated damages for each and every calendar day of delay from the above stipulated time for completion, or as modified in accordance with Section 109 hereof, until such work is satisfactorily completed and accepted.

#### **133 RESPONSIBILITIES OF CONTRACTOR**

Except as otherwise specifically stated in the CONTRACT DOCUMENTS and TECHNICAL SPECIFICATIONS, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees or other expenses and all other services and facilities of every

nature whatsoever necessary for the performance of the Contract and to deliver any improvements embraced in this contract complete in every respect within the specified time.

#### 134 COMMUNICATIONS

- A. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.
- B. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other offices at the Contractor may from time to time designate in writing to the Local Public Agency), or if deposited in the United States Mail in a sealed, postage prepaid envelope, transmitted electronically via email with delivery receipt, or sent via facsimile, in each case addressed to such office.
- C. All papers required to be delivered to the Local Public Agency shall, unless otherwise specified in writing to the Contractor, be delivered to the City Engineer in City Hall, and any notice to or demand upon the Local Public Agency shall be sufficiently given if so delivered, or if deposited in the United States Mail in a sealed, postage prepaid envelope, transmitted electronically via email with delivery receipt, or sent via facsimile, to said Local Public Agency or to such other address as the Local Public Agency may subsequently specify in writing to the Contractor for such purpose.
- D. Any such notice shall be deemed to have been given as of the time of actual delivery or in the case of mailing when the same should have been received in due course of post, or in the case of emails or facsimiles, at the time of actual receipt, as the case may be.

#### 135 JOB OFFICES

- A. The Contractor shall furnish and maintain, during construction of improvements embraced in this contract adequate facilities on the Project Area or adjacent thereto for the use of the Local Public Agency and its Engineers as follows: **NONE REQUIRED.**
- B. The Contractor and his subcontractors may maintain such office and storage facilities on the site that are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The Local Public Agency shall be consulted with regard to their locations.
- C. Upon completion of the improvements, or as directed by the Local Public Agency, the Contractor shall remove all such temporary structures and facilities from the site, same to become his property, and leave the site of the work in the condition required by the contract.

**136 PARTIAL USE OF SITE IMPROVEMENTS**

The Local Public Agency, at its discretion, may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the TECHNICAL SPECIFICATIONS and, if in its opinion, each such section is reasonably safe, fit and convenient, for the use and accommodation for which it was intended provided that:

- A. The use of such sections of the improvements shall in no way impede the completion of the remainder of the work by the Contractor.
- B. The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.
- C. The use of such Sections shall in no way relieve the Contractor of his liability due to having used defective materials or to poor workmanship.
- D. The period of guarantee stipulated in Section 129 hereof shall begin on the date of the final acceptance of all work which the Contractor is required to construct under this contract.

**137 CORRECTION OF WORK**

The Contractor shall promptly remove from the premises all work rejected by the Engineer for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the CONTRACT DOCUMENTS and without expense to the Local Public Agency and shall bear the expense of making good all work of the Contractor's destroyed or damaged by such removal or replacement.

All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of written notice, the Local Public Agency may remove such work and store the materials at the expense of the Contractor.

Should the rejected work be deemed unsafe/hazardous....immediate action shall be taken.

**138 CONTRACT DOCUMENTS AND DRAWINGS**

The Local Public Agency will furnish the Contractor without charge two (2) copies of the CONTRACT DOCUMENTS, including TECHNICAL SPECIFICATIONS and Drawings. Additional copies requested by the Contractor will be furnished at cost. Fees in accordance with Ordinance

**139 TEST BORINGS AND PITS**

The Bidder shall at his own expense, perform soil tests within the project limits to assess soil conditions and ground water information prior to submitting bids. It is required that the Contractor make himself personally aware of site conditions and by virtue of signing this proposal he certifies that he has done so.

All necessary permits must be obtained from the City Engineer's Office prior to tests being performed; however, there will be NO PERMIT FEES.

CITY OF VINELAND, CITY ENGINEER'S OFFICE  
640 E. WOOD STREET  
VINELAND, NJ 08360  
(609) 794-4090  
FAX (609) 405-4606

Once the contract has been awarded, there shall be no extra payment provided for unexpected underground conditions which the Contractor encounters. The City makes no representation regarding soil conditions and ground water elevations. Bidder must rely upon results obtained by him. **FAILURE TO OBTAIN TEST RESULTS WILL NOT INVALIDATE A BID.**

Once the contract has been awarded, there shall be no extra payment provided for unexpected underground conditions which the Contractor encounters. Subsurface investigation results have been included herein. Bidder must rely upon results obtained by him. **FAILURE TO OBTAIN TEST RESULTS WILL NOT INVALIDATE A BID.**

#### **140 SITE MAINTENANCE**

The Contractor shall be responsible for maintaining all existing road pavements, drives, curbing, sidewalks, fencing, lawns, and all other structures which may be affected by the Contractor's access to or work in the project area. Damaged facilities shall be repaired or replaced at no cost to the City of Vineland.

#### **141 NOTIFICATION OF PROPERTY OWNERS**

The Contractor shall notify the owners/tenants of properties adjoining the work area at least 48 hours prior to the time he proposes to begin work which will interfere with their normal passage. Proof of notification shall be supplied to the City.

The notification shall be reviewed and approved by the City Engineer prior to distribution.

### GENERAL INSTRUCTIONS TO BIDDERS

1. The work performed under this contract shall comply with all requirements of the NJDOT Standard Specifications for Road and Bridge Construction 2019, as amended, except as modified or supplemented herein, which specifications are made a part of these specifications.
2. Whenever the words "DEPARTMENT" or "COMMISSIONER" appears in the text, their meanings shall be "CITY OF VINELAND" and "CITY OF VINELAND ENGINEER", respectively.
3. The Contractor may use whatever type of equipment he desires or has available, provided it is maintained in good condition and is adequate to complete the work as directed by the Engineer. No equipment required to perform any portion of the work will be considered special equipment, and the Contractor shall include the cost of such equipment in the price bid for the items specified in this proposal.
4. The price bid for each item in the proposal shall be for all materials, labor, equipment and all else necessary for the completion of the respective items.
5. MATERIALS: Materials will be accepted on the basis of inspection, testing and/or certification as directed by the Engineer. All materials must be approved prior to incorporation of work. Concrete and other material samples may be taken periodically for testing to ensure adequate strength and conformance with specifications.
6. PEDESTRIAN TRAFFIC CONTROL: The Contractor will be responsible for pedestrian traffic control and safety during all phases of work. Whenever possible, pedestrian traffic shall be re-routed around and prevented from entering work area. Sidewalks closed to pedestrian traffic shall be protected by effective barricades and signage in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways 2009 or as amended.
7. PROTECTION OF WORK: It shall be the responsibility of the Contractor to keep the construction area properly guarded both day and night against vandalism, etc. Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, found to exist prior to the acceptance of the project, shall be removed immediately and replaced in an acceptable manner by the Contractor at his sole expense. **Sections of concrete which have been vandalized with graffiti, footprints, bicycle tracks, etc. must be removed and replaced: grinding and/or patching are not acceptable methods of repair.**
8. It shall be the responsibility of the Contractor to maintain access and egress to all entrances to establishments in the work area.
9. The Contractor shall be responsible for maintaining all existing road pavements, driveways, curbing, sidewalks, fencing, lawns, and other structures which may be affected by the Contractor's access to or work in the project area. Damaged facilities shall be promptly repaired by proper means with proper materials at the Contractor's expense.

10. Whenever heavy equipment interferes with or is likely to interfere with local vehicular traffic, competent flagmen with safety vest shall be provided for traffic control. If it is necessary to close a street to vehicular traffic for a portion of the work, the Police and Fire Departments, Board of Education, Rescue Squad and Ambulance Services, and City of Vineland Division of Solid Waste Management must be notified at least two days (48 hours) in advance.
11. **In the event that work is performed outside normal working hours, on weekend days, or City Holidays, the Contractor will be responsible for paying overtime wages for any inspections, etc. done by the City forces during this time.**
  - i. Rates for overtime inspection costs shall be provided to the Contractor upon request to perform work outside of the normal working hours, and approval by the City Engineer for such work to be performed.
    - a. Under no circumstances shall work be permitted on Primary or General Election Days.
  - ii. The Contractor shall be invoiced for overtime inspection costs.
  - iii. NON-WORKING DAYS include:
    - a. New Year's Day (January 1, 2025)
    - b. Martin Luther King Jr. Day (January 20, 2025)
    - c. Presidents' Day (February 17, 2025)
    - d. Good Friday (April 18, 2025)
    - e. Memorial Day (May 26, 2025)
    - f. Primary Election Day (June 10, 2025)
    - g. Juneteenth (June 20, 2025)
    - h. Independence Day (July 4, 2025)
    - i. Labor Day (September 1, 2025)
    - j. Columbus Day (October 13, 2025)
    - k. Election Day (November 4, 2025)
    - l. Veterans Day (November 11, 2025)
    - m. Thanksgiving Day (November 27, 2025)
    - n. Day after Thanksgiving (November 28, 2025)
    - o. Christmas Day (December 25, 2025)
12. CONCRETING IN COLD WEATHER: Concrete shall not be mixed and placed when the atmospheric temperature is at or below 40 Fahrenheit, except with the written approval of the Engineer. If such approval is given, the Engineer may prescribe the manner in which the work shall be done. All additional work in connection with concreting in cold weather shall be performed by the Contractor without specific or additional payment thereof.
13. UTILITIES: The Contractor shall be responsible for protecting existing utilities during all stages of work. Utility poles required to be braced or shored due to close proximity of the work, shall be braced or shored in accordance with the requirements of the utility involved. Separate payment will not be made for protection and preservation of utilities nor for cooperation with their owners. The bidder shall include all such costs in the unit prices bid for the various items of the Contract as listed in the Proposal. The Contractor shall have no claim for extra money for time lost due to utility relocation. The contractor

shall coordinate all work and verify all facilities locations with all the utilities as listed.

**LIST OF UTILITIES**

City of Vineland  
Electric Utility  
640 East Wood St.  
Vineland, NJ 08360

City of Vineland  
Water/Sewer Utility  
330 East Walnut Rd.  
Vineland, NJ 08360

Comcast  
1846 N. W. Boulevard  
Vineland, NJ 08360

South Jersey Gas Co.  
1211 N. Second St.  
Millville, NJ 08332

Verizon  
10 Tansboro Road, 2<sup>nd</sup> Floor  
Berlin, NJ 08009

Landis Sewerage Auth.  
1776 S. Mill Rd.  
Vineland, NJ 08360

Any or all of the utilities listed may be situated in the project area.

14. EQUIPMENT AND MATERIAL STORAGE: Any areas which are to be used for storage of gravel, topsoil, equipment, etc. must have authorization for use of private property. **This authorization is the responsibility of the Contractor. The Contractor shall supply copies of all such agreements to the Engineer prior to use of said premises.**
15. Work done contrary to the instructions of the Engineer, work done beyond the lines shown on the plans, except as herein specified or any extra work done without authority will be considered as unauthorized work and will not be paid for under the provisions of the Contract. Work so done may be ordered to be removed or replaced at the Contractor's expense. Upon failure on the part of the Contractor to comply forthwith any order of the Engineer made under these provisions, the Engineer will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs thereof from any payment due the Contractor.
16. The Contractor shall notify the owners of properties adjoining the work area at least 48 hours prior to the time he proposes to begin any work which will interfere with their normal passage.
17. Locations of existing Utilities: Determining the location of all underground structures which may be encountered during the course of construction is the responsibility of the Contractor. The location of the existing utilities as indicated on the Contract Plans are approximate and used for general guidance and shall be verified by the Contractor. The costs such determinations shall be borne by the Contractor and shall be included in the price bid for the items specified in this proposal.
18. DIRT AND DUST CONTROL: The Contractor shall employ construction methods and means that will keep flying dust to the minimum. He shall provide for the laying of water on the Project, and on streets and other areas immediately adjacent to the Project limits, wherever traffic, or buildings that are occupied or in use are affected by such dust caused by his hauling or other operations. The materials and methods used for the water laying shall be subject to the approval of the Engineer. The cost of carrying the foregoing provisions shall be incidental to and included in the prices bid for the various



items in the contract. The Contractor shall provide for the prompt removal from existing roadways of all dirt and other materials that have been spilled, washed, tracked or otherwise deposited thereon by his hauling and other operations whenever the accumulation is sufficient to cause the formation of mud, interfere with drainage, damage pavement or create a traffic hazard.

19. Time of Completion:

- a. Time of Final Completion will be **30 Calendar Days** after the date stipulated on the Contractor's Notice To Proceed.

20. Maintenance Bond: At the completion of the Contract, a Maintenance Bond, which will be held for a period of 2 years, must be supplied for the amount of 100% of the total contract. Upon receipt of this bond, the 2% retainage will be released, as per the City Engineer's Discretion.

## DETAILED SPECIFICATIONS

### PROJECT SITE

The Project Site consists of Arbor Avenue between Burnt Mill Drive and Gerow Avenue, these areas being in the City of Vineland, County of Cumberland, State of New Jersey, all as shown on the project location map, below.



Project Location Map

### SCHEDULE OF DRAWINGS

There are no drawings for this work.

### SCOPE OF WORK

The intent of this Contract is to provide for the construction and completion in every detail of work described. The Contractor shall furnish all labor, materials, equipment and transportation necessary to complete the work in accordance with the plans and specifications.

Lines and grades will be the responsibility of the Contractor. Sufficient benchmarks have been provided on the contract plans to perform the work in this proposal.

The work of this project shall include, but not be limited to, connecting 6" ductile iron watermain and 8" ductile iron watermain by way of horizontal directional drilling beneath the culvert at Burnt Mill Pond.

#### **CONSTRUCTION LAYOUT**

The contractor shall be responsible for all construction layout.

#### **MAINTENANCE AND PROTECTION OF TRAFFIC**

The Contractor is responsible for maintaining traffic accessibility at all times to respective homes, businesses and streets. Prior to the start of work on any street within the Contract Limits, the Police and Fire Department, Board of Education, Rescue Squad and Ambulance Services, and City of Vineland Division of Solid Waste Management must be notified at least two days (48 hours) in advance.

Traffic Control plans, and detour plans if applicable, are included within these contract documents. The Contractor shall submit a work schedule to the Engineer for approval prior to the beginning of any construction under this contract. The Contractor shall supply the Engineer with a list of people, representing the Contractor at a supervisory level, and their telephone numbers; any one of which shall be available, via telephone, on a 24 hours a day seven days a week basis to handle any emergency situations that may arise throughout the extent of this contract.

## SECTION 1 - TRAFFIC CONTROL

### 1.1 TRAFFIC CONTROL

This work shall consist of the planning for and the carrying out of maintenance and protection of vehicular and/or pedestrian traffic and to provide for the safe and convenient passage of such traffic, within the scope of this project. Maintenance and protection of traffic includes furnishing, assembling, placing, and relocating traffic control devices, including temporary pavement markers, and removing them when they are no longer required.

All items for Traffic Control shall be in accordance with Section 159 of the NJDOT Standard Specifications for Road and Bridge Construction 2019 or as amended.

Traffic Control plans may/may not be included in the plan set. The Contractor shall be responsible to provide Traffic Control Plans to the Engineer for review and approval. Plans may include signage for anticipated detours that may be required. There will be times, particularly at intersections, where the Contractor will need to prohibit traffic from entering from the side streets. At these times, the Contractor shall establish and maintain detours throughout the performance of that work so that vehicular traffic may be rerouted around and prevented from entering those work areas. Approval of the Engineer and consent of the local authorities having jurisdiction shall first be obtained for rerouting traffic over detours that are not shown on the plans. All necessary arrangements shall be made with such authorities regarding the establishment, maintenance, and repair of such detours, the regulation and direction of traffic thereon, and signing. Adequate directional and detour signs, acceptable to the local authorities, shall be furnished and erected at the locations where such authorities may direct and shall be in accordance with the MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, 2009 or as amended. All work in connection with such detours shall be at no cost to the City. At times when the detour may not be in effect, all signs associated with the detour shall be covered or removed. All signs shown on the Traffic Control Plan shall remain uncovered for the duration of the Project.

Contract quantities for Traffic Control items are estimations only and are not necessarily required to be utilized by the Contractor. In the event that Traffic Control Plans are approved that do not require the use of the pay item "Traffic Director, Flagger", that pay item shall not be approved for payment.

During paving operations, traffic shall be prevented from entering onto the fresh pavement until it has been compacted and cooled enough to safely support traffic without rutting or other damage resulting. **The Contractor shall notify, a minimum of 48 hours (72 hours for NJ Transit) in advance of closing the roadway to thru traffic, the following entities:**

**Local Residences and Businesses in the Affected Areas**

<b>Vineland Engineering Department</b>	<b>856-794-4090</b>
<b>Vineland Police Department</b>	<b>856-794-4000 ext 4191</b>
<b>Vineland Fire Department</b>	<b>856-794-4000 ext 4217</b>
<b>Vineland Emergency Medical Services</b>	<b>856-794-4000 ext 4624</b>
<b>Vineland Board of Education (Bus Transportation)</b>	<b>856-794-6700 ext 2222</b>
<b>Department of Public Works – Solid Waste Division</b>	<b>856-794-4000 ext 4612</b>

New Jersey Transit (24 hrs/7 days/week)

973-378-6511

AT NO TIME SHALL ANY ROADWAY SECTION OR INTERSECTION BE CLOSED TO THROUGH TRAFFIC DURING NIGHT TIME HOURS, EXCEPT IN THE EVENT OF UNAVOIDABLE EMERGENCY SITUATIONS. IF AN UNAVOIDABLE EMERGENCY SITUATION ARISES, THE POLICE DEPARTMENT AND THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY TO VERIFY THE SITUATION AND APPROVE THE ROAD CLOSURE.

Traffic Control Devices shall be in good condition at the time of placement and shall be maintained in good condition until such time as they are no longer required for the project, at which time they will be removed by the Contractor.

QUANTITY AND PAYMENT: Payment for this item shall be made on a **LUMP SUM** basis in accordance with the Contract Plans or as directed by the Engineer, at the unit price bid for this item.

## SECTION 2 - CLEARING SITE

### 2.1 MOBILIZATION / CLEARING SITE

Clearing site shall include, but not be limited to, removal of all vegetation, including tree roots, utility service boxes, water supply services, irrigation lines, all in the direct path of the work and the removal and relocation of signs, mailboxes or other obstacles which interfere with the specified work as shown on the Contract Plans. This item also **includes the relocation and resetting** of mailboxes, signs, irrigation lines and landscape timbers that may be required as a result of drainage construction, a new roadway alignment, or other construction, **(for example, an undisturbed mailbox that needs to be set closer to the roadway)**. This item shall also include the removal of any asphalt areas necessary for the placement of concrete sidewalks and driveways as specified in the Contract Plans, and shall be incidental to and included in the unit price bid for CLEARING SITE.

All work done under this item shall conform to Section 201-CLEARING SITE of the NJDOT Standard Specifications for Road and Bridge Construction 2019, as amended. The scraping, storing and reshaping of existing topsoil needed for restoration along the work area will be incidental to the respective item and shall be paid for under CLEARING SITE.

QUANTITY AND PAYMENT: Payment for this item shall be made on a **LUMP SUM** basis in accordance with the project areas, described under PROJECT SITE, at the unit price bid for this item.

## SECTION 4 - PIPES, STRUCTURES & CASTINGS

### 4.1 WATERMAIN

#### 4.1.1 8" HDPE SDR11 WATERMAIN

#### 4.1.2 6" TAPPING SLEEVE AND VALVE

#### 4.1.3 8" TAPPING SLEEVE AND VALVE

This item refers to the construction of watermain pipe conforming to the types, lines, grades and locations as specified and directed by the Engineer. The majority of the piping is to be installed via horizontal directional drilling (HDD) to traverse beneath the culvert crossing at Burnt Mill Pond.

Tapping sleeves and valves shall be Mueller or approved equal. Valves shall be open left.

Any excavation, fill, other work or materials needed to complete this item shall be incidental to and included in the unit price bid for these items. Construction requirements for these items shall conform to Subsection 601 - PIPE of the NJDOT Standard Specifications for Road and Bridge Construction 2019 as amended.

Backfill shall be made with excavated material or selected borrow material that meets the approval of the Engineer. Backfill shall be compacted and meet the requirements of Subsection 203.03.B.4 of the NJDOT Standard Specifications for Road and Bridge Construction 2019, as amended.

Under this item the contractor shall install temporary pavement consisting of a wearing course of four (4) inches of Hot Mix Asphalt (HMA) on the compacted backfill material. The HMA shall be rolled and compacted in accordance with section 401 - HOT MIX ASPHALT (HMA) COURSES of the NJDOT Standard Specifications for Road and Bridge Construction 2019, as amended.

By the end of each construction day, all backfilled trenches shall have temporary pavement installed.

The Contractor is required to maintain the proper grade of the temporary pavement during the entire duration of its existence. If depressions, ripples, potholes or washouts should occur, the contractor shall be required to fill in and compact, or otherwise repair the surface, at no additional cost to the City, so that a true and uniform grade exists at the level of the existing undisturbed surface.

Immediately after backfill and compaction of the trench and prior to placement of the temporary pavement, all excess excavated material shall be removed from the street. All areas outside the trench area, including shoulder, curb and gutter, sidewalk area and private property shall be swept and/or washed clean of any dirt or debris, placed there or caused to have accumulated due to the Contractor's operation. Care shall be taken so that none of this excess material or debris gets into any of the new or existing pipes or structures.

Temporary pavement restoration shall be incidental to and included in the unit price bid for this pay item as specified on the contract plans.

All work done under this item shall conform to Section 601 - PIPE of the NJDOT Standard Specifications for Road and Bridge Construction 2019, as amended.

Pipe furnished under this item shall be full circle and be high density polyethylene (HDPE) corrugated pipe with an integrally formed smooth interior and SDR11. This pipe shall conform to the current standards of ANSI/AWWA C906, ASTM F714, ASTM D3035, ASTM D3350, CELL CLASS 445574C/E, PPI (TR-4) PE 4710, and ANSI/NSF 61/14.

Field joints in Corrugated Polyethylene Pipe shall be in accordance with the manufacturer's specification and shall be a soil tight joint.

An as-built drawing is to be provided prior to final payment for these pay items.

QUANTITY AND PAYMENT: Payment for this item shall be made for the total amount actually installed in accordance with the Contract Plans or as directed by the Engineer. Payment shall be made on a per **LINEAL FOOT** basis at the unit price bid for this item.



## SECTION 7 – HOT MIX ASPHALT & SURFACE TREATMENTS

### 7.1 HOT MIX ASPHALT (HMA)

#### 7.1.4 FINAL ASPHALT PAVEMENT RESTORATION

Item 7.1.4 shall consist of the final asphalt pavement restoration. This shall include sawcutting and milling 1.5 inches of the temporary pavement restoration, furnishing and placement of hot mix asphalt surface course (HMA 9.5M64), including any required tack coat, at the locations specified, conforming to the lines, grades, thickness and typical cross-sections specified in the Contract Plans. Tack coat shall be incidental to this item.

All work done under this item shall conform to Section 902 – ASPHALT of the NJDOT Standard Specifications for Road and Bridge Construction 2019, as amended.

QUANTITY AND PAYMENT: Payment for this item shall be made for the total amount actually placed in accordance with the Contract Plans or as directed by the Engineer. Payment shall be made on a per **TON** basis at the unit price bid for this item.

**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.

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)

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)

**PROPOSAL  
ARBOR AVENUE HDD WATERMAIN  
EXTENSION**

To the Purchasing Agent  
of the City of Vineland

**COV BID 2025-25 DUE: 8-12-25**

The undersigned bidder declares he/she has read the NOTICE TO BIDDERS, INSTRUCTIONS TO BIDDERS and SPECIFICATIONS attached, that he/she has determined the conditions affecting the bid and agrees, if this proposal is accepted, and contract awarded, to complete the following:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
1.1	TRAFFIC CONTROL	LS	1	_____	_____
2.1	MOBILIZATION / CLEARING SITE	LS	1	_____	_____
4.1.1	8" HDPE SDR11 WATERMAIN	LF	400	_____	_____
4.1.2	6" TAPPING SLEEVE AND VALVE	UNIT	1	_____	_____
4.1.3	8" TAPPING SLEEVE AND VALVE	UNIT	1	_____	_____
7.1.4	FINAL ASPHALT PAVEMENT RESTORATION	TON	20	_____	_____

**TOTAL LUMP SUM:**

\_\_\_\_\_ Dollars  
(In Words)

\$ \_\_\_\_\_  
(In Numbers)

## **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.**

### **ARBOR AVENUE WATER MAIN IMPROVEMENT PROJECT COV BID # 2025-25**

**DATE: AUGUST 12, 2025**

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

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

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

**(continued on next page)**

<u>  X  </u>	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.**

<b><u>Review Required</u></b>	<b><u>Item</u></b>	<b><u>Read &amp; Initialed</u></b>
<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 08626-0230

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/bid/KC25List.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)

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(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.**

<b>PART I: VENDOR INFORMATION</b>	
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): \_\_\_\_\_

<b>PART II: CERTIFICATION OF NON-DEBARMENT: Individual or Organization</b>			
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 <b>City of Vineland</b> 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 <b>City of Vineland of Vineland</b> to notify the <b>City of Vineland</b> 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 <b>City of Vineland</b> , permitting the <b>City of Vineland</b> 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 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 timeframes 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.

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**  
**ARBOR AVENUE HDD WATERMAIN**  
**EXTENSION**

To the Purchasing Agent  
of the City of Vineland

**COV BID 2025-25 DUE: 8-12-25**

The undersigned bidder declares he/she has read the NOTICE TO BIDDERS, INSTRUCTIONS TO BIDDERS and SPECIFICATIONS attached, that he/she has determined the conditions affecting the bid and agrees, if this proposal is accepted, and contract awarded, to complete the following:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
1.1	TRAFFIC CONTROL	LS	1		
2.1	MOBILIZATION / CLEARING SITE	LS	1		
4.1.1	8" HDPE SDR11 WATERMAIN	LF	400		
4.1.2	6" TAPPING SLEEVE AND VALVE	UNIT	1		
4.1.3	8" TAPPING SLEEVE AND VALVE	UNIT	1		
7.1.4	FINAL ASPHALT PAVEMENT RESTORATION	TON	20		

**TOTAL LUMP SUM:**

\_\_\_\_\_ Dollars  
(In Words)

\$ \_\_\_\_\_  
(In Numbers)

## **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.**

**ARBOR AVENUE WATER MAIN IMPROVEMENT PROJECT  
COV BID # 2025-25**

**DATE: AUGUST 12, 2025**

---

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

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

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

(continued on next page)

<u>  X  </u>	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.**

<b><u>Review Required</u></b>	<b><u>Item</u></b>	<b><u>Read &amp; Initialed</u></b>
<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/pdfff/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.**

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

☐ 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): \_\_\_\_\_

<b>PART II - CERTIFICATION OF NON-DEBARMENT: Individual or Organization</b>			
<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 <b>City of Vineland</b> 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 <b>City of Vineland of Vineland</b> to notify the <b>City of Vineland</b> 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 <b>City of Vineland</b>, permitting the <b>City of Vineland</b> 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.

**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**

<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 <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.** \_\_\_\_\_