



## Joseph F. McKernan Jr. Architects and Associates, LLC

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Rowan University – Rutgers Camden  
**Joint Health Sciences Center – Café Fitout**

*Addendum No. 3*

June 18, 2020

Architect's Project No. 917A

### **GENERAL:**

- Anyone delivering the bid, or attending the bid opening, is required to wear a protective face covering and comply with any other Covid-19 safety requirements in place for the JHSC Building at the time of the bid.

### **SPECIFICATIONS:**

- Bid Document Submission Checklist: Section B, Items “Outreach Utilization Plan” and “Affirmative Action Plan Tracking Form” are not required to be submitted with the bid.
- Instruction to Bidders: The July 1, 2020 bid time is to 3:00 pm, EDT, see attached revised Instruction to Bidders section.

### **DRAWINGS:**

- Drawing A201.CF: Revise the note for the south wall of the Café, Room A100 and all four (4) walls of the Back of House, Room R-A102, reading “Existing metal stud framing and insulation to remain. Provide GWB finish per interior GWB finish details” to read “Provide GWB finish per interior GWB finish details”, as these walls already have GWB installed.

**END OF ADDENDUM NO. 3**

**SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS - Revised**

**1. INVITATION TO BID**

- A. Bids for the Joint Health Sciences Center Café Fitout will be received on July 1, 2020 at 3:00 PM by the Rowan University/Rutgers – Camden Board of Governors (“RURCBOG”) located at 201 S Broadway, Camden, New Jersey 08103, and publicly opened. Bids shall include one (1) original and three (3) copies. Original should be stamped original. The sealed bids are to be delivered to the JHSC security desk, located in the first floor lobby.
- B. Before submitting a Proposal, the Bidder shall become familiar with the Drawings, Specifications and other documents that will form the Contract. The bidder shall investigate the site of the Project and make such examination thereof as may be necessary to determine the character and amount of work involved. Site access requests beyond the pre-bid meeting site inspection shall be requested via email through the Construction Manager per the process in Section 5.B of this Specification. The bidder shall also determine that it can secure the necessary labor and equipment and that the materials it proposes to use will comply with the requirements specified therefore and can be obtained by it in the quantities and at the time required.
- C. The RURCBOG reserves the right to reject all bids as permitted in N.J.S.A. 40A: 11-13.2 and 18A:64-52 et seq., if necessary, or to waive any informalities in the bids, and unless otherwise specified by the bidder, to accept any item, items or services in the bids should it be deemed in the best interest of the RURCBOG to do so.
- D. All bidders, and the successful bidder going forward, must comply with the requirements of the State College Contracts Law, N.J.S.A 18A: 64-52 et seq.
- E. In the case of default by the bidder or contractor, the RURCBOG may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.
- F. The Bid Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement For Bids, the Instructions to Bidders, any Supplementary Instructions to Bidders, the Proposal Form and any other bidding and contract forms included or referenced in the Specifications. The Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and any other Conditions), the Drawings, Specifications and all Addenda issued during the bidding period.

The bidder, if awarded the contract, agrees to protect, defend and save harmless the RURCBOG, against damage for payment for the use of any patented material process, article or devise that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the RURCBOG from suits or actions of every nature and description brought against it, for, or on account of any injuries or damages received or sustained by any party or parties by, or from any of the acts of the contractor, its servants or agents.

- G. Bid Documents may be obtained at the office of the RURCBOG.
  - (i) Drawings and Specifications can be obtained from the office of McKernan Architects, 100 Dobbs Lane, Suite 204, Cherry Hill, New Jersey 08034, upon a non-refundable payment of \$50.00 for a disk (Bidders are responsible for the cost of all reproductions). Payments (non-refundable) should be made via certified check or money order, made payable to the RURCBOG.
- H. This Project is subject to a Project Labor Agreement. The Project Labor Agreement will be available for review at the offices of the RURCBOG, 201 S Broadway, Suite 440, Camden, New Jersey 08103

## 2. OBLIGATION OF BIDDER

At the time of the opening of bids each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Bid Documents and Drawings and other Contract Documents, including all Addenda and Bulletins. The failure or omission of any Bidder to receive or examine any form, instrument of document or to visit the site and acquaint itself with conditions there existing, shall not relieve any Bidder from any obligation with respect to its bid.

## 3. QUALIFICATION OF BIDDERS

- A. **Bidders must be prequalified by the New Jersey Division of Property Management and Construction (NJDPMC) for Classification C006 – Construction Manager as Constructor or C008 – General Construction. Bidders must be classified themselves or have their classified subcontractor(s) for the following trade(s): Plumbing (C030), HVACR (C032), Electrical (C047).**

\* Note: If the HVAC Contractor or Subcontractor has applied for the new, state-required, HVACR license, but has yet to receive same, and therefore has yet have its DPMC classification changed from CO39 (HVAC) to CO32 (HVACR), it must provide proof of filing (1) an application with the State for the HVACR license; (2) proof that it has notified the DPMC of this pending application; and (3) proof of its current CO39 CPMC classification.

- B. Each Bidder shall include with its Bid, for itself and where stated for each of the proposed Subcontractors listed under section 004346 (Subcontractor list) the following:
  - (i) Affidavit: Certifying no material change of circumstances.
  - (ii) "Notice of Classification" form by the State of New Jersey, Department of Property Management and Construction showing evidence that the Bidder (or Subcontractor) has been pre-qualified by the State of New Jersey, Department of Property Management and Construction prior to the date that Bids are accepted, for the bidder and each listed subcontractor.
  - (iii) "Total Amount of Uncompleted Contracts" form by the State of New Jersey, Department of Property Management and Construction (DPMC 701-0591), for the bidder and each listed subcontractor.

- C. In accordance with "the Public Works Contractor Registration Act" (P.L. 1999, c.238) each bidder, and each of its Prime subcontractors listed in section 004346, must submit with his bid a copy of registration with the New Jersey Department of Labor and Workforce Development.

No Contractor/Subcontractor will be permitted to bid on or engage in any contract for public work, as defined in section 2 of P.L. 1963, c.150 (c.34:11-56.25), unless that Contractor/Subcontractor is registered with the New Jersey Department of Labor and Workforce Development.

- D. In accordance with N.J.S.A. 52:32-44, each bidder and each of its subcontractors shall submit a copy of its Business Registration Certificate prior to award of a contract.

#### **4. AFFIRMATIVE ACTION**

- A. In accordance with Affirmative Action Law, P.L. 1975, c.127 (N.J.A.C. 17:27) with implementation of July 10, 1978, successful bidder must agree to obtain individual employer certification and number and complete Affirmative Action Employee Information Report (Form AA-302). Also, during the performance of this contract, the contractor agrees as follows: (a) The contractor or subcontractor where applicable, will not discriminate against any employee because of age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status disability, or affectional or sexual orientation, genetic information, sex or atypical hereditary, cellular or blood trait. The contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, sex, affectional or sexual orientation, genetic information, sex or atypical hereditary, cellular or blood trait. Such action 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, notice provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause: (b) the contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex or handicap; (c) the contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice; (d) the contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to the P.L. 1975, c.127, as amended and supplemented from time to time.

#### **5. INTERPRETATIONS AND ADDENDA**

- A. The Bidder shall carefully study the Bid Documents and compare them with each other, shall examine the Project site and local conditions and shall immediately report to the Rowan University/Rutgers – Camden Board of Governors in writing any errors, inconsistencies and ambiguities discovered.

- B. No oral interpretations will be made to any Bidder as to the meaning of the Bid Documents, drawings and specifications. **Questions regarding the bid must be made via e-mail to and through John McQuilkin at McKernan Architects with a copy to Dennis Hayes at STV Inc. and the Rowan University/Rutgers – Camden Board of Governors by email to Dean D'Astuto on or before June 17, 2020 @ 4:00 PM local time.** No inquiry received after the above date will be given consideration. Interpretations made to a Bidder will be in the form of an Addendum which, when issued, will be sent promptly to all persons to whom the drawings and specifications have been issued. If no response is provided to a submitted question bidders shall assume that no change to the Bid Documents is considered necessary or desirable in response to the question.
- C. During the bidding period, the Rowan University/Rutgers – Camden Board of Governors may furnish Addenda for additions to or alterations of the drawings and specifications, which shall be included in the work covered by the Proposals. Addenda will be sent by email, certified mail, or express delivery, and shall be posted on the RURCBOG website at RURCBOGNJ.com not later than seven (7) days (Saturday, Sundays and holidays excepted) before Bid opening to all bidders, however, the RURCBOG shall not be responsible for the failure of delivery to any one bidder. It shall be the responsibility of the bidder to ascertain that it has received all addenda issued prior to submitting its bid.

All Addenda issued, whether or not received or examined by the Bidder, is part of the Bid Documents, and will be part of the Contract Documents, as though originally incorporated in the Project Manual. Failure of the bidder to receive or examine any Addendum shall not relieve the Bidder from any of the requirements of the Documents.

#### 6. **PRE-BID MEETING (This meeting is non-mandatory)**

There will be a pre-bid meeting for the project to be held at the Joint health Sciences Center, located at 201 South Broadway, Camden, New Jersey 08103 on June 10, 2020 at 10:00 AM. Although the meeting is non-mandatory pursuant to legal authority, all potential bidders are strongly encouraged to attend. Failure to attend will not excuse bidder from any potential modification in performance scope which would have been visible or evident at a site inspection. The Owner reserves the right to schedule additional meetings if it is in the best interest of the project.

Whenever a bid calls for an on-site inspection or a pre-bid meeting, by no means is anyone to assume that answers given at the site inspection or pre-bid meeting are binding unless confirmed in writing via an addendum prior to the bid opening by the Purchasing Department.

The failure of any prospective Contractor to visit the site and acquaint itself with conditions existing thereon shall not relieve any bidders from any obligation with respect to its bid.

#### 7. **REQUESTS FOR SUBSTITUTIONS**

Requests for substitutions must be in compliance with specification section 01 63 00. By submitting a bid, the Bidder understands and guarantees that he will comply with all materials as specified, or equivalent with the SCCL, and N.J.A.C. Regulations.

Any prospective bidder who wishes to challenge a bid specification shall file such challenge in writing with the RURCBOG no less than seven (7) 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. 18A:64-64).

## **8. PREPARATION OF BIDS**

- A. Enclose Proposals in a sealed envelope, identified on the outside with name and address of bidder, Contract General Construction. Bids may not be modified after submittal. Bidders may withdraw bids at any time before opening.

No vendor shall influence, or attempt to influence or cause to be influenced, any RURCBOG officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

No vendor shall cause or influence, or attempt to cause or influence, any RURCBOG officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the vendor or any other person.

- B. Bid Proposals shall be submitted on the form of proposal furnished in the bid documents, properly filled out and duly executed. Bid Proposal forms shall not be altered or added to in any way. Lump Sum Bid or Base prices shall be filled in, in ink or typewritten in both words and figures. In case of discrepancy, the amount described in words shall govern.

All blank spaces in the bid form must be filled out or completed by the Bidder. Incomplete spaces on the bid form may be reason for rejection of bid. Any changes, whiteouts, strikeouts, etc., on the proposal page must be initialed by the person responsible for signing the bid.

By submission of bid, the bidder certifies that the merchandise to be furnished will not infringe upon any valid patent or trademark and the successful bidder shall, at this own expense, defend any and all actions or suits charging such infringement, and will save the RURCBOG harmless in any case of any such infringement.

- C. When the proposal is made by an individual, his post office address shall be stated and he shall sign the proposal. When made by a firm or partnership or limited liability company, its name and post office address shall be stated and the proposal shall be signed by one or more of the partners or member, as appropriate. When made by a corporation, its name and principal post office address shall be stated, and the proposal shall be signed by an authorized official of the corporation.
- D. Bidders submitting Proposals pursuant to N.J.S.A. 18A:64-76 shall include names of subcontractors proposed for use in performance of Plumbing, Drainage and Sprinkler; Heating, Ventilation and Air Conditioning, Electrical Work as per section 004346.

- E. Bids not based on the Bid Documents (including all Addenda issued), Bids containing a qualification or exception to the requirements of the Bid Documents, conditional or uninvited alternative Bids, Bids that are not complete or properly signed for submitted in accordance with the requirements of the Bid Documents and Bids containing an alteration of a form or irregularity of any kind may be rejected.
- F. In addition to the requirements specified above, each Bid shall include or be accompanied by:
- (i) Bid Security and Power of Attorney made payable to **the Rowan University/Rutgers – Camden Board of Governors** in the amount of ten percent (10%) of the Bid sum, but not to exceed \$20,000.00 Securities shall be either certified check, cashier's check, or Bid Bond by a surety licensed to conduct business in New Jersey.
    - a. A successful Bidder's bid security will be retained until the Bidder has signed the Contract and furnished the required Performance Bond(s), Labor and Materials Payment Bond(s), and Maintenance Bond(s).
    - b. The Owner reserves the right to retain the bid securities of the three (3) lowest responsible bidders for up to three (3) days (Sundays, and holidays excepted) after the awarding and signing of the Contract with the successful Bidder and the approval of the Bidder's bonds or until sixty (60) days after Bid opening, whichever occurs first. All other bid securities will be returned within ten (10) days (Sundays and holidays excepted) after opening of Bids.
    - c. If a Bidder fails to enter into a Contract and furnish the required bonds within (10) days after it has received notice of acceptance of its Bid, the Owner will retain that Bidder's bid security as liquidated damages, not as a penalty.
  - (ii) Consent of Surety, in accordance with N.J.S.A. 18A:64-68, from a surety company licensed to conduct business in New Jersey, stating that it will provide the Bidder (or Subcontractor identified by the Bidder), if the Bidder is awarded the Contract, with the required Performance Bond, the required Labor and Material Payment Bond, and the required Maintenance Bond along with a surety disclosure statement and certification for each bond.
    - a. The Bidder must furnish with its Bid specific evidence of performance and payment securities totaling one hundred (100%) percent of the Bid amount including the work of each of the Subcontractors listed under Part One.
    - b. If the Bidder is awarded a Contract, performance, payment, and maintenance securities may be supplied by those individual Subcontractors on behalf of themselves and the Bidder, by the Bidder on behalf of itself and any or all of those Subcontractors, or by any combination thereof as long as the amount of the resulting Performance Bond(s) equals the total Contract Sum and the amount of the resulting Payment Bond(s) equals the total Contract Sum and all of these bonds name the Bidder as a principal. If the Bidder furnishes its Bonds covering itself and any subcontractor, only the Bidder need be named as a Principal.

- c. Any Consent of Surety furnished by a proposed Subcontractor shall specify the dollar value of the Subcontractor's portion of the Work and shall name both the Bidder and the Subcontractor as the proposed principals.
  - d. If the bidder proposes to furnish bonds that cover both the Bidder and one or more of its Subcontractors, the Consent of Surety shall specify the dollar value of the Work covered and shall name the Bidder and cover the work of each Subcontractor included therein.
  - e. The bonding company or companies shall be NJ Department of Insurance and Banking approved, shall have an A.M. Best Company rating of "A-" or better and meet all the requirements of N.J.S.A. 2A: 44-143.
- (iii) Subcontractor List – Failure to identify all of the Subcontractors, persons and entities to be engaged for the work identified in section 004346 shall be cause for the bid to be rejected.
  - (iv) Non-Collusion Affidavit.
  - (v) Disclosure Statement setting forth names and addresses of all stockholders, members or partners who hold ten percent (10%) or greater interest in any corporation or partnership bidding on the Project, in accordance with N.J.S.A. 52:25-24.2.
  - (vi) A letter from the Bidder's insurance company stating that if the bidder is awarded the Contract the insurance company will, within ten (10) days of award, furnish the Bidder with a policy or policies of insurance of the types and in the amounts required by Article 11 of the General and Supplement Conditions of the Contract.
  - (vii) Bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications of bid document(s).
  - (viii) Such other items as set forth in the Bid Proposal Form or Bidders checklist.

## **9. PROPOSAL GUARANTEE**

- A. The Proposal, when submitted, shall be accompanied by a Proposal Guarantee in the form of a Certified Check, Cashier's Check or acceptable Bid Bond made payable to the Owner, in the sum of ten percent (10%) of the Base Bid Proposal, but in no case in excess of \$20,000.00. If a Bid Bond is submitted, it shall be in the form located at section 00 43 14, or in lieu thereof, the AIA Document A310, or other form acceptable to the RURCBOG.
- B. Pursuant to N.J.S.A. 18A:64-67, Proposals shall be accompanied by a Proposition of Surety in form as found in these documents, assuring that satisfactory arrangements have been made between the surety and the Bidder by which surety agrees to furnish Bidder with a Performance Payment Bond, a guaranty and Performance Bond, (Construction) and Corporate Surety Bond as per N.J.S.A. 2A:44-147 (Labor and Materials-Construction), and a Maintenance Bond along with a Surety Disclosure Statement and Certification for each bond and General Power of Attorney, and Maintenance Bond. The Proposition of Surety shall be executed by an approved surety company authorized to do business in the State of New Jersey or by the individual if an individual surety is being offered by the bidder.



- C. Pursuant to N.J.S.A. 18A:64-70, all Proposal Guarantees, except those of the three apparent lowest responsible bidders, will returned, if requested after ten days from opening of bids, Sunday and holidays excepted. Within 3 days after the awarding of the contract and the approval of the Bidder's performance-payment bond, the bid security of the remaining unsuccessful bidders will be returned, Sunday and holidays excepted.
- D. The Proposal Guarantee shall be forfeited if Bidder fails to execute the Agreement and furnish the guaranty and Performance Bond, (Construction) and Corporate Surety Bond as per N.J.S.A. 2A:44-147 (Labor and Materials-Construction) along with a Surety Disclosure Statement and Certification for each bond and general Power of Attorney, with ten (10) days after notification of aware of Contract to him. In the event of default and subsequent award to another Bidder, the Proposal Guarantee will become liable up to its full amount for the difference between the amount of the bind in default, including Alternate Bids, which the Owner wished to accept and that amount for which the Owner is obligated on award to another Bidder, plus any additional expenses related thereto. To the extent that the Proposal Guarantee does not satisfy the foregoing amount, Bidder shall be liable for the difference.

## 10. CONTRACT BONDS

- A. The bidder to whom the Contract has been awarded shall, within ten (10) days after notification of award of contract, furnish and deliver a guaranty and Performance Bond, (Construction) and Corporate Surety Bond as per N.J.S.A. 2A:44-147 (Labor and Materials-Construction) along with a Surety Disclosure Statement and Certification for each bond and General Power of Attorney, equal to one hundred percent (100%) of the Contract Amount. If, at any time after execution and approval of a Contract and the guaranty and Performance Bond (Construction) and Corporate Surety Bond as per N.J.S.A. 2A:44-147 (Labor and Materials-Construction) along with a Surety Disclosure Statement and Certification for each bond and General Power of Attorney, required by Contract Documents, such Bond shall cease to be adequate security for the Owner, the Contractor shall, within five (5) days after notice to do so, furnish a new or additional Bond, in form, sum and signed by such Sureties as shall be satisfactory to the Owner. No further payment shall be deemed due nor shall any further payment be made to the Contractor unless and until such new or additional Bond shall be furnished and approved. Surety must be authorized to do business in the State of New Jersey.
- B. Prior to start of guarantee period and before the final payment is made, the Contractor shall provide the Owner with a Maintenance Bond in the amount of ten percent (10%) of Final Contract Amount, to insure the replacement or repair of defective materials or workmanship during the one-year guarantee period.
- C. The cost of all Bonds shall be paid for by the Contractor and shall be included as a part of Contractor's bid price.

## **11. POWER OF ATTORNEY**

Attorneys-in-fact who sign Bid Bonds, Performance-Payment Bonds, a guaranty and Performance Bond, (Construction) and Corporate Surety Bond as per N.J.S.A. 2A:44-147 (Labor and Materials-Construction) along with a Surety Disclosure Statement and Certification for each bond and General Power of Attorney, Maintenance Bonds and Proposition of Surety forms must accompany each bond or proposition with a certified and effectively dated copy of their power-of-attorney.

## **12. FORM OF AGREEMENT**

The form of agreement shall be AIA Document A132/CMA Standard Form of Agreement between Owner and Contractor (Stipulated Sum) 2009 Edition and AIA Document A232 General Conditions of the Contract for Construction 2009 Edition, with modifications. A sample form is attached to these Bidding and Contract documents which contains certain modifications intended by the RURCBOG. The RURCBOG reserves the right to make corrections, additions, or modifications to said Contract.

## **13. AWARD OF CONTRACT**

- A. Award(s), if made, will be to the lowest responsible bidder, who has been determined responsive by the RURCBOG, including Alternate Bids, if any, which the Owner chooses to accept.
- B. Award made to a Bidder is conditioned upon Bidder designating a proper agent in the State on whom service can be made in the event of litigation.
- C. If the successful Bidder is a corporation not organized under the laws of New Jersey, the award of Contract and payment of consideration thereunder shall be conditioned upon Corporation promptly filing a Certificate of Authority to Transact Business in the State of New Jersey pursuant to N.J.S.A. 14A:13-2 and complying with the provisions of N.J.S.A. 14A:13-4.
- D. Whenever two or more bids of equal amounts are the lowest bids submitted by responsible bidders, the Owner may award the Contract to any one of such bidders as in its discretion it may determine.
- E. The Bidder to whom the contract is awarded shall be required to execute the Contract and deliver all Bonds and Insurance Certificates required within ten (10) days after notification of award of contract to it.
- F. Note that no contract can be awarded to a contractor appearing on the New Jersey Department of Labor and Workforce Development's list of contractors not paying prevailing wages until after the indicated date of expiration of the contractor's listing, in accordance with N.J.S.A. 34:11-56.37 and N.J.S.A. 34:11-56.38.
- G. The Bidder awarded the Contract for the Project will be required to comply with:
  - (i) State College Contracts Law, N.J.S.A. 18A:64-52 et seq.

- (ii) New Jersey "Law Against Discrimination", N.J.S.A 10:5-1 et seq. Bidders are required to comply with the requirements of N.J.P.L. 1975, c. 127.
- (iii) New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.27 et seq.
- (iv) Certification and submission of payroll records for each pay period, N.J.A.C 12:60-2.1 and 6.1.
- (v) Foreign product limitations, in accordance with N.J.S.A. 52:32-1, N.J.S.A. 52:33-1 et seq., and N.J.S.A. 40A:11-18.

#### 14. SAMPLE FORMS

The following forms and information are included hereinafter for the Bidder's use:

1. Form of Proposal
2. Bidders Checklist
3. Bid Bond
4. Consent of Surety
5. Subcontractors Identification Form
6. Total Amount of Uncompleted Contracts
7. Public Works Contractor Registration Act
8. Disclosure of Investment Activities in Iran
9. Affidavit of Non-Debarred Status
10. Hold Harmless
11. Non-Collusion Affidavit
12. No Material change of Circumstance
13. Stockholder/Partnership Disclosure Affidavit
14. Business Registration Certificate
15. Agreement Between Owner & Contractor, AIA Document A132/CMa (2009)
16. Political Contribution Form
17. Equipment Certification
18. General conditions of the Contract for Construction
19. Affirmative Action Language
20. Statement of No Material Change Form
21. Mandatory Equal Employment Opportunity Language
22. Prevailing Wage Compliance Declaration

#### 15. TIME

- A. The Contract Substantial Completion Date is **one hundred (100)** days from receipt of permits with Final Completion **10 days later**. Refer to the "GENERAL CONDITIONS IN THE CONTRACT FOR CONSTRUCTION" for "Time of Completion" and to the milestone dates at the end of Section 01 11 13 Summary of Work.
- B. In submitting a Bid, the Bidder agrees, if awarded the Contract, to complete the Work within the "Project Completion" time limits set forth in the Summary of Work and the "GENERAL CONDITIONS IN THE CONTRACT FOR CONSTRUCTION". The Bidder also represents that it has fully familiarized itself with the Contract Documents and the site, and it agrees that it can complete all of the Work within those time limits.

- C. In submitting a Bid, the Bidder agrees, if awarded the Contract, to pay the Owner as liquidated damages of \$500.00 per day for Interim Milestones (see Logistics Schedule made part of Contract Documents) and \$1,000.00 per day for Substantial and Final Completion Milestones, not as a penalty, as set forth in the "GENERAL CONDITIONS IN THE CONTRACT FOR CONSTRUCTION" for each consecutive calendar day beyond the milestone and completion date(s) established in the Summary of Work and the "GENERAL CONDITIONS IN THE CONTRACT FOR CONSTRUCTION" that the Contractor takes to complete the Work in accordance with the Contract Documents.
- D. Liquidated damages shall not in any way release the Bidder from the obligations of its Contract with the Owner. Liquidated damages shall not in any way release the Bidder from its obligation to indemnify and hold harmless the Owner, Construction Manager, Architect, and their consultants and agents and employees from and against claims, damages, losses and expenses in accordance with the Contract Documents.
- E. Additionally, in submitting a Bid, the Bidder agrees, if awarded the Contract, to pay to the Owner, under the requirements of N.J.S.A. 18A:64-77, any and all wages or considerations paid by the Owner to inspectors necessarily employed by the Owner for the number of days beyond the completion date(s) established in Summary of Work and the "GENERAL CONDITIONS IN THE CONTRACT FOR CONSTRUCTION" that the Bidder takes to complete the Work in accordance with the Contract Documents.

**16. LISTING OF STOCKHOLDERS OR PARTNERS**

- A. Pursuant to N.J.S.A. 52:25-24.2, prior to the receipt of the bid, or accompanying the bid, all corporate or partnership bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.
- B. Any bidder whose stockholders or partners own less than ten percent (10%) of the stock shall certify such fact to the Owner as a condition of his bid.

**17. NON-COLLUSION AFFIDAVIT**

- A. Pursuant to N.J.S.A. 52:34-15 and N.J.S.A. 18A:64-6.1, bidder shall submit with its bid Non-Collusion affidavit on form as bound herein.

**18. OWNER'S REQUIREMENTS FOR SAFETY AND HEALTH PROGRAM**

- A. The Owner requires that the successful Bidder(s) demonstrate a health and safety program/plan (HASP) referencing first aid, fire protection, housekeeping, illumination, sanitation, personal protective equipment, medical exits and emergency action plans. This document will be site specific for inspection and training and will serve to communicate these work practice to all project contractors, their subcontractors and employees. The HASP shall be in accordance with OSHA 29 CFR.

- B. As of November 1986, all New Jersey Governmental Agencies are mandated to comply with Public Employment -- Occupational Safety and Health Act legislation that closely adheres to the Federal Occupational Safety and Health Act of 1970, requiring compliance with safety standards thereof. As of this date, all equipment owned and operated by the RURCBOG shall meet the established standards. It is therefore imperative that all concerned be made aware of and comply with the following:

The vendor or contractor hereby guarantees that all materials, supplies, and equipment furnished or delivered to the RURCBOG as listed on any bid, request for proposal, quotation, contract or purchase order meet the requirements, specifications and standards as provided for under the Federal Occupational Safety and Health Act of 1970, as from time to time amended and enforced as of the date thereof.

- C. New Jersey Worker and Community Right To Know Act: Under the provisions of this regulation each bidder must furnish The RURCBOG a "Safety Data Sheet" for each product they supply The RURCBOG. These SDS's should be submitted to the RURCBOG upon award of the bid. They should be directed to the department(s) receiving the product or services. In addition, the vendors are required to comply with labeling requirements as detailed in the Act as well as all other applicable provisions of the Act.
- D. The RURCBOG retains the right to have representatives of O.S.H.A. inspect the construction project.

In an effort to provide contractors with an overview of areas of concern, the following information is provided to all general contractors working on RURCBOG property or under the RURCBOG's auspices. It is the general contractor's responsibility to insure that their subcontractors are in compliance.

- 1) The safety of workers and the general public is paramount.
- 2) An outside contact person is to be provided on each job.
- 3) Safety Data Sheets are to be provided to the Facilities management Personnel for all products to be used on the job. No less than a week's time is required for review by the Safety Staff. The Safety Staff reserves the right to request substitution of the product or process if there is determined to be a risk to employees.
- 4) Copies of all product SDS's are to be maintained on site.
- 5) The general contractor shall assure compliance with all OSHA & PEOSH regulations. New Jersey's Indoor Air Quality Standard Section 12:100-13.5 (N.J.A.C., Chapter 13) is available upon request and Contractors shall be specifically responsible for complying with all other applicable laws, rules and regulations.
- 6) Any disruption in building services, loud noises or excessive dust should be anticipated and addressed prior to the commencement of the specific work involved and the disturbance eliminated or minimized to the maximum extent possible. Notification shall be given to the Owner, STV and Facilities Management one week prior to commencement of such work.
- 7) The general contractor is responsible for good housekeeping on the construction site. All exits and exit ways are to be kept free and clear of material storage, trash and equipment.

- 8) Access to the job site shall be provided to RURCBOG representatives, STV and the Facilities Management staff. RURCBOG employees are not permitted in work areas unless accompanied by an authorized individual. The contractor has the right to restrict access to unauthorized individuals.
- 9) The RURCBOG reserves the right to stop work if an imminent hazard exists. The costs, if any, created by the work stoppage are the responsibility of the general contractor if the general contractor or one of his subcontractors is determined to be responsible for the imminent hazard.

19. **UNDERGROUND FACILITY PROTECTION ACT (N.J.S.A. 48:2-73)**

ONE-CALL is an underground facilities damage prevention system that operates under the direction of the Board of Public Utilities. ONE-CALL maintains membership and service territory data on each operator of an underground facility. Excavators must contact the system prior to excavations and, in turn, ONE-CALL will notify the operators of the planned excavation. Operators must then locate and mark-out all of their facilities.

The attention of bidder is directed to the fact that the contractor is responsible to ascertain the location of any existing utility prior to any excavation work. Before starting any excavation work, the contractor shall contact the underground location service by calling 1-800-272-1000 or 1-908232-9570.

The provisions of any other law, rule, regulation or ordinance to the contrary notwithstanding, any permit or permission for a road opening, building, blasting, demolition or excavation granted by a public entity to an excavator that will result in excavation or demolition activity, shall not be effective until the excavator has notified the One-Call Damage Prevention System pursuant to Section 10 of the Act. This proof may be provided by supplying the public entity with the confirmation number assigned to the notice of intent pursuant to Subsection b. of Section 4 of this Act.

An excavator shall notify the One-Call Damage Prevention System established pursuant to Section 4 of this Act of its intent to engage in excavation or demolition not less than three business days and not more than ten business days prior to the beginning of the excavation or demolition.

A copy of proof of contacting the One-Call Damage Prevention System will be required with any County project that requires any excavation and/or demolition work. This proof shall consist of a verified copy of the One-Call Number issued for the project. This copy with the number must be given to the County department in charge of the project as part of authorization for future payments for the associated project.