

**SPECIFICATIONS FOR THE  
ECONOMIC DEVELOPMENT CENTER  
AND  
ROWAN MEDICINE**

**at**

**Rowan College at Gloucester County  
1400 Tanyard Road  
Sewell, New Jersey 08080**

**for**

**Rowan College at Gloucester County  
1400 Tanyard Road  
Sewell, New Jersey 08080**

**Architect:**

Garrison Architects  
713 Creek Road  
Bellmawr, New Jersey 08031  
(856) 396-6200  
Fax (856) 396-6205

**Construction Manager:**

GREYHAWK  
2000 Midlantic Drive Suite 210  
Mount Laurel, New Jersey 08054  
(856) 722-1800  
Fax: (856) 722-1806

**Site Engineer:**

Federici & Akin, PA  
Consulting Engineers  
307 Greentree Road  
Sewell, NJ 08080  
856-589-1400  
Fax (856) 582-7976

**Mechanical, Electrical & Plumbing Engineer:**

Mulhern Consulting Engineers  
321 South York Road  
Hatboro, PA 19040  
(215) 293-9900  
Fax (215) 441-5984

**Structural Engineer:**

Orndorf and Associates  
8600 West Chester Pike Suite 201  
Upper Darby, PA 19083  
(610) 896-4500  
Fax: (610) 896-4503

**DATE: April 15, 2019 "ISSUED FOR BID"**

**GA #17-108**

**BOOK 1 OF 2**



# INDEX TO THE SPECIFICATIONS BOOK 1 of 2

<u>DIVISION</u>	<u>SECTION</u>	<u>TITLE</u>	<u>PAGE NO.</u>
		Bidder's Checklist	2 Pages
		Advertisement	2 Pages
		Instructions to Bidders	12 Pages
		Bid Form – Part A	2 Pages
		Bid Form – Part B - Alternates	1 Page
		Subcontractor List	1 Page
		Acknowledgment of Receipt of Addenda /Clarifications	1 Page
		Indemnification and Hold Harmless Agreement	1 Page
		Certification Regarding the Debarment, Suspension, Ineligibility & Voluntary Exclusion	2 Pages
		Approved Apprenticeship Form	2 Pages
		Affirmative Action Requirements	1 Page
		Exhibit B - Mandatory Affirmative Action	4 Pages
		Prevailing Wage Rates	1 Page
		Non-Collusion Affidavit	1 Page
		Total Amount of Uncompleted Contracts	1 Page
		No Material Change of Circumstances	1 Page
		Statement of Ownership	4 Pages
		Disclosure of Claims or Suits (pursuant to Instructions to Bidders ¶21)	1 Page
		Disclosure of Investment Activities in Iran	2 Pages
		Bid Bond	5 Pages
		Consent of Surety	1 Page
		Disclosure of Contributions To New Jersey Election Law Enforcement Commission Form	1 Page
		Letter of Assent	1 Page

	Performance Surety Bond	5 Pages
	Payment Surety Bond	5 Pages
	Maintenance Surety Bond	1 Pages
	Initial Project Manning Report	2 Pages
A201	General Conditions of the Contract for Construction AIA Document A201	73 Pages
A101	Standard Form of Agreement Between Owner and Contractor AIA Documents A101	8 Pages
	Project Labor Agreement	38 Pages

1

GENERAL REQUIREMENTS

01010	Summary of Work	01010-1 to 01010-6
01040	Coordination	01040-1 to 01040-2
01050	Field Engineering	01050-1 to 01050-2
01095	Reference Standards and Definitions	01095-1 to 01095-10
01200	Project Meetings	01200-1 to 01200-2
01210	Allowances	01210-1 to 01210-2
01300	Submittals	01300-1 to 01300-8
01310	Construction Progress Documentation	01310-1 to 01310-9
01315	CPM Schedule	01315-1 to 01315-6
01400	Quality Requirements	01400-1 to 01400-7
01500	Construction Facilities and Temporary Controls	01500-1 to 01500-9
01524	Construction Waste Management	01524-1 to 01524-7
01600	Materials and Equipment	01600-1 to 01600-3
01650	General Commissioning Requirements Commissioning Matrix	01650-1 to 01650-8 2 Pages
01700	Contract Closeout	01700-1 to 01700-8
01740	Warranties and Bonds	01740-1 to 01740-2

2

SITE WORK

	Report of Geotechnical Investigation	51 pages
200	Site Work General Requirements	200-1 to 200-11
201	Clearing Site	201-1 to 201-2
202	Earthwork	202-1 to 202-10
203	Concrete	203-1 to 203-2
204	Sanitary Sewers	204-1 to 204-3
205	Water Mains	205-1 to 205-12
206	Storm Drainage	206-1 to 206-3
207	Site Lighting	207-1
208	Pavements	208-1 to 208-2
211	Miscellaneous Site Work	211-1 to 211-2
212	Landscaping	212-1 to 212-5

3

CONCRETE

03300	Cast-in-Place Concrete	03300-1 to 03300-20
-------	------------------------	---------------------

4

MASONRY

04810	Unit Masonry Assemblies	04810-1 to 04810-28
-------	-------------------------	---------------------

5

METALS

05120	Structural Steel	05120-1 to 05120-9
05210	Steel Joists	05210-1 to 05210-6
05310	Steel Deck	05310-1 to 05310-7
05400	Cold Formed Metal Framing	05400-1 to 05400-12
05500	Metal Fabrication	05500-1 to 05500-7
05511	Metal Stairs	05511-1 to 05511-7
05521	Pipe and Tube Railings	05521-1 to 05521-12

6

WOOD AND PLASTICS

06066	Translucent Resin Panel System	06066-1 to 06066-7
06100	Rough Carpentry	06100-1 to 06100-9
06402	Interior Architectural Woodwork	06402-1 to 06402-4
06650	Solid Surface Fabrications	06650-1 to 06650-5
06651	Solid Surface Countertops	06651-1 to 06651-4

7

THERMAL AND MOISTURE PROTECTION

07160	Bituminous Dampproofing	07160-1 to 07160-2
07170	Ultrasal (Or Approved Equal) Waterproofing System	07170-1 to 07170-8
07190	Vapor Barrier	07190-1 to 07190-2
07200	Water Repellents (For Brick Veneer and Concrete Masonry Unit)	07200-1 to 07200-2
07210	Building Insulation	07210-1 to 07210-3
07250	Gypsum Board Weather-Resistant Barrier and Air Barrier System	07250-1 to 07250-10
07251	Sprayed-On Fireproofing	07251-1 to 07251-4
07270	Firestopping	07270-1 to 07270-4
07412	Aluminum Composite Metal Wall Panels	07412-1 to 07412-9
07530	EPDM Roof	07530-1 to 07530-14
07620	Sheet Metal Flashing and Trim	07620-1 to 07620-14
07720	Roof Accessories	07720-1 to 07720-3
07920	Joint Sealants	07920-1 to 07920-7

**BIDDER'S CHECKLIST**

**FAILURE TO PROVIDE THE FOLLOWING INFORMATION AND DOCUMENTATION IDENTIFIED IN THIS BIDDER'S CHECKLIST AT THE TIME OF BID MAY BE CAUSE FOR REJECTION**

Initial to Reflect Compliance:

\_\_\_ Bidder's Checklist (Include with your Bid Package)

\_\_\_ BID FORM – PART A

\_\_\_ BID FORM – PART B - ALTERNATES

\_\_\_ Subcontractor List: For Each Prime Subcontractor Listed on this Form, include the following:

A valid and active DPMC Notice of Classification, a Total Amount of Uncompleted Contracts Affidavit (form DPMC 701), No Material Adverse Change of Circumstances Form, Business Registration Certificate, Public Works Contractor Registration Certificate.

TRADE	Subcontractor Name	DPMC Notice of Class	Uncompleted Contacts	No Material Change	Bus. Reg.	Public Works Certificate
GENERAL						
HVAC						
PLUMBING						
ELECTRIC						
STEEL						

\_\_\_ Acknowledgment of Receipt of Addenda / Clarifications. If no Addenda / Clarifications are issued, then check the Box on the Form

\_\_\_ Hold Harmless Agreement

\_\_\_ Certification Regarding the Debarment, Suspension, Ineligibility and Voluntary Exclusion (Contractor and Subcontractor)

\_\_\_ Approved Apprenticeship Form

\_\_\_ Affirmative Action Requirements

\_\_\_ Prevailing Wage Rate Requirements

\_\_\_ Non-Collusion Affidavit

\_\_\_ New Jersey State Form Notice of Classification

\_\_\_ New Jersey State Form Uncompleted Contracts

\_\_\_ No Material Change of Circumstances

**BIDDER'S CHECKLIST**

- \_\_\_\_\_ Statement of Ownership
- \_\_\_\_\_ Disclosure of Claims or Suits (pursuant to Instruction to Bidders ¶21)
- \_\_\_\_\_ Disclosure of Investment Activities in Iran
- \_\_\_\_\_ Bid Bond
- \_\_\_\_\_ Consent of Surety
- \_\_\_\_\_ Disclosure of Contributions to New Jersey Election Law Enforcement Commission Form
- \_\_\_\_\_ Letter of Assent
- \_\_\_\_\_ Public Works Contractor Registration Certificate
- \_\_\_\_\_ Business Registration Certificate (due prior to contract award for Contractor and all Prime Subcontractors)

By signing below, bidder acknowledges that he/she has read the AMERICANS WITH DISABILITIES ACT OF 1990 which has been included in the Specifications in the Instructions to Bidders.

I acknowledge that the above information is included with my Bid Package.

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF SECTION

ROWAN COLLEGE AT GLOUCESTER COUNTY  
ECONOMIC DEVELOPMENT CENTER AND ROWAN MEDICINE

NOTICE IS HEREBY GIVEN THAT sealed bids will be received by Rowan College at Gloucester County, 1400 Tanyard Road, Sewell, New Jersey on **Wednesday, May 22, 2019 at 2:00 P.M.** for the **Economic Development Center and Rowan Medicine** at Rowan College at Gloucester County, 1400 Tanyard Road, Sewell, NJ 08080 together with all work incidental thereto, in accordance with the requirements of the drawings and specifications prepared by Garrison Architects, 713 Creek Road, Bellmawr, New Jersey 08031.

The Work of the Project will be completed in a single lump sum contract.

Drawings, Specifications and other documents constituting the Contract Documents may be examined without charge at the office of Garrison Architects, 713 Creek Road, Bellmawr, New Jersey 08031 (856) 396-6200 ext. 0 between the hours of 9:00 A.M. and 4:00 P.M. The Contract Documents may be purchased at the above office for the **NON-REFUNDABLE FEE** of \$300.00 (Three Hundred Dollars) made payable to Garrison Architects. If Shipping of Bid Documents is required bidders may provide their direct shipping account number to Garrison Architects.

Bidding shall be in conformance with the applicable requirements of the County College Contracts Law, N.J.S.A. 18A:64A-25.1 et seq.

Bids must be in duplicate (1 original and 1 copy) on the proposal forms provided and in the manner designated, enclosed in a sealed envelope bearing the name and address of the bidder and proposal identification on outside, and must be accompanied by a Certified Check, Cashier's Check, or Bid Bond drawn to the order of **Rowan College at Gloucester County** in the amount not less than 10% of the Bid pursuant to N.J.S.A. 18A:64A-25.16 and must be delivered to the above place on or before the hour named. Rowan College at Gloucester County assumes no responsibility for bids mailed or misdirected in delivery.

Prospective bidders are advised that this Project is one which will be subject to and governed by provisions of New Jersey State Law governing (a) Prevailing Wage Act N.J.S.A. 34:11-56.27 et seq., and (b) Ownership Disclosure Certification P.L. 2016, Chapter 43, (N.J.S.A. 52:25-24.2).

Prospective bidders are advised that the Project is subject to a Project Labor Agreement (PLA). The PLA will be binding upon all contractors and subcontractors performing on-site Project work, as defined in Article 3 of the PLA.

The Public Works Contractor Registration Act N.J.S.A. 34:11-56.48 et seq. requires that the Contractor and Subcontractors must be registered at the time of Bid. The Owner is requesting that copies of the Certificates be included in the Contractor's Bid Package. Pursuant to N.J.S.A. 52:32-44 all business organizations that do business with a local contracting agency are required to be registered with the State and provide proof of their Registration with the New Jersey Department of Treasury, Division of Revenue before the contracting agency may enter into a contract with the business.

In addition, and pursuant to N.J.S.A. 18A:64A-25.17, each bid must be accompanied by a Certificate from a Surety Company stating it will provide each bidder with separate Performance and Payment Bonds, each in the amount of 100% of the contract sum.

No bid may be withdrawn for a period of sixty (60) days after the dates set for the opening thereof. The right is reserved to reject all bids or to waive minor informalities or non-material exceptions.

ROWAN COLLEGE AT GLOUCESTER COUNTY  
ECONOMIC DEVELOPMENT CENTER AND ROWAN MEDICINE

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

The bidder must be pre-qualified as C008 – General Construction by the New Jersey Department of Treasury, Division of Property Management and Construction, prior to the date that bids are received. The Prime Subcontractors listed must be pre-qualified by the New Jersey Department of Treasury, Division of Property Management and Construction, prior to the date that bids are received. The required categories are: C032 – HVACR, C030 – Plumbing, C047 – Electrical and C029 – Structural Steel and Ornamental Iron.

<b>Monday</b>	<b>04/15/19</b>	Advertisement / Bid packages available for Pick-up
<b>Thursday</b>	<b>04/18/19</b>	Pre-bid meeting at 2:00 P.M. at the <b>Rowan College at Gloucester County, Eugene J. McCaffrey College Center Building</b> , Faculty Staff Lounge, 1400 Tanyard Road, Sewell, New Jersey 08080
<b>Monday</b>	<b>05/06/19</b>	Addendum #1 Faxed to Bidders
<b>Thursday</b>	<b>05/09/19</b>	Deadline for Questions to Garrison Architects at 5:00 P.M.
<b>Monday</b>	<b>05/13/19</b>	Addendum #2 Faxed to Bidders (If Necessary)
<b>Wednesday</b>	<b>05/22/19</b>	<b>Bids Due</b> at 2:00 P.M. at the <b>Rowan College at Gloucester County, Eugene J. McCaffrey College Center Building</b> , Faculty Staff Lounge, 1400 Tanyard Road, Sewell, New Jersey 08080
<b>Friday</b>	<b>08/28/20</b>	<b>Economic Development Center Completion</b>
<b>Friday</b>	<b>01/29/21</b>	<b>Final Project Completion</b>

ROWAN COLLEGE AT GLOUCESTER COUNTY  
BOARD OF TRUSTEES

**April 15, 2019**

## INSTRUCTIONS TO BIDDERS

(The following instructions shall be adhered to in the preparation of this Bid by the Bidder.)

### 1. DEFINITIONS

- a. Owner: The term "Owner" as used in the Contract Documents refers to Rowan College at Gloucester County, 1400 Tanyard Road, Sewell, NJ 08080.
- b. Architect: The term "Architect" refers to Garrison Architects, 713 Creek Road, Bellmawr, New Jersey 08031, Telephone (856) 396-6200, Fax (856) 396-6205.
- c. Contractor: The term "Contractor" refers to the Contractor to whom an award is made to perform the work under Contracts enumerated in the Advertisement.
- d. Construction Manager: The term "Construction Manager" refers to Greyhawk, 2000 Midlantic Drive, Suite 210, Mount Laurel, New Jersey 08057, Telephone (856) 722-1800, Fax (856) 722-1806.

### 2. PREPARATION OF BIDS

- a. Bids shall be submitted on Form of Bid, hereto attached, or on an exact copy thereof which contains identical language. All blank spaces of the form shall be fully completed in accordance with these instructions, without variation, and there shall be no interlineations, deletions or additions. Base Bid Sum shall be stated both in writing and in figures; and, in case of discrepancy, written words shall be considered as being Bid Price.

Submit bid in duplicate (1 original and 1 copy).

- b. Bid shall not contain recapitulations of the work to be done. No oral, telegraphic or telephonic communications or modifications shall be considered.
- c. Bids shall be addressed to the Owner whose name appears in Paragraph 1a; it shall be mailed or delivered to the address stated in the Advertisement, enclosed in an opaque sealed envelope, marked with the name of the Project and Bidders names; and must be received on or before the time designated in the Advertisement. No responsibility will be attached to Architect or Owner for premature opening of a bid which is not properly identified. Rowan College at Gloucester County assumes no responsibility for bids mailed or misdirected in delivery.

### 3. DISCREPANCIES OR OMISSIONS: BIDDER'S RESPONSIBILITY

- a. Bidders who find discrepancies in or omissions from the Contract Documents or are in doubt as to their meaning should at once notify the Architect in writing no later than 5:00 P.M. on the date set forth in the Advertisement. If it is deemed necessary, instructions in the form of Addenda / Clarifications to Specifications and / or Drawings will be issued to all Bidders by fax on the date set forth in the Advertisement and/or Section 01010 – Summary of Work. Owner or Architect will not be responsible for any oral instructions. **It will be assumed with the submission of the proposal that the Bidder has fully examined the site, the Drawings and the Specifications, and has made provisions for construction under the conditions as set forth and is responsible for seeing that his proposed Subcontractors are familiar with requirements of Contract Documents so far as applicable to their work.**

## INSTRUCTIONS TO BIDDERS

- b. Proposals shall be based upon Drawings, Specifications and other documents constituting the Contract Documents referred to in the Advertisement, bound herewith, including related Addenda issued by Garrison Architects and may not be withdrawn for a period of 60 days after date set for receiving bids. Any proposal which has been opened by the Owner may not be withdrawn during the period specified in the Advertisement, bound herewith, as the period during which proposals may not be withdrawn by Bidders, except as specifically permitted by law.

### 4. BID SECURITY: FORFEITURE

- a. Bids shall be accompanied by a certified check, cashier's check or BID BOND IN THE FORM PROVIDED IN THE CONTRACT DOCUMENTS, with corporate surety satisfactory to the Owner, in an amount of 10% of the Base Bid), to be retained and applied as provided, in case the Bidder should default in executing the Agreement and furnishing the required insurance certificates within ten (10) days after notice that an award has been made to him or in case the Bidder should default in furnishing the required Performance and Payment Bond as required by the Contract Documents.

- b. Bid securities of the three lowest responsible Bidders for each Contract will be retained until Contract Documents have been properly executed by Bidder to whom Contract is awarded but in no event exceeding 60 days after bid opening. In the event that a Bid Bond is submitted with the Bid, the Bidder shall make certain that a proper power of attorney evidencing the authority of the agent of the surety to execute the Bid Bond is furnished therewith.

In addition, and pursuant to 18A:64A-25.17, each bid shall be accompanied by a Consent of Surety assuring that satisfactory arrangements have been made between the Surety and the Bidder, by which the Surety agrees to furnish the Bidder with a Performance Bond, a Payment Bond, and a Maintenance Bond, substantially in accordance with the forms attached hereto, each in the stated amount of one hundred percent of the Contract amount. The Consent of Surety shall be executed by an approved Surety Company authorized to do business in the State of New Jersey. The Surety's consent and guarantee to issue the Performance and Payment Bonds must be unconditional. **Submission of a Consent of Surety which contains any prior conditions upon the Surety's issuance of the required Bonds shall be cause for rejection of the Bid.**

- c. If a Bidder to whom five (5) days' notice of intention to accept his Bid has been made by or in behalf of the Owner fails to furnish a Performance and Payment Bond in form furnished herewith, as required by the law of the State where the work is to be performed, to the Owner, as a condition precedent to formal award of the Contract, or fails to execute the Agreement or to furnish the required insurance certificates, or fails to furnish the required form in compliance with N.J.S.A. 10:5-31, et seq. within ten (10) days after notice that an award has been made to him, the Owner may, at his sole discretion, award the Contract to the next lowest responsible Bidder or readvertise for bids, and the defaulting Bidder shall pay to the Owner the difference between the amount of his bid and any higher amount for which the Owner may contract for the required work, plus any advertising, Architect's, legal or other expenses incurred by reason of the default.

## INSTRUCTIONS TO BIDDERS

The security check of such defaulting Bidder or, as the case may be, the amount recovered from the surety of such Bidder on his Bid Bond shall be applied on account of such damages; and, if the amount of said difference, plus such expense, shall exceed the amount of such check or recovery, the defaulting bidder shall pay to the Owner the full amount of the excess.

### 5. CONTRACT BONDS

Performance, Payment and Maintenance Bonds need not be submitted with the Bidder's Bid. Performance and Payment Bonds shall be in compliance with requirements of New Jersey State Law and substantially in accordance with the form of bonds attached and submitted and approved after the award of bid and prior to Owner's execution of the Contract. A Maintenance Bond shall be submitted and approved after final completion and prior to final payment. Upon acceptance by the Owner of the Maintenance Bond and final payment, Contractor's Performance Bond will be released.

### 6. AWARD OF CONTRACT

- a. Bidder responsibility including ability to complete the Project within the time specified, will be considered in making award. The Owner reserves the right to reject all bids and to waive minor informalities or non-material exceptions in the bid. Bids may be rejected if they show any omissions, alterations of form, additions or deductions not called for, conditional or uninvited alternate bids, or irregularities of any kind. Bids in which the prices are unbalanced may be rejected. Claims on account of mistakes in or omissions in bids will not be considered, except as specifically permitted by law.
- b. If awards are made, the Owner will execute the Agreement within twenty-one (21) days after the Contractor executes and delivers same to Owner, accompanied by insurance certificates.
- c. The award of Contract or rejection of bids will be made within sixty (60) days of the Bid Opening. The Owner can extend this period if both parties agree to such an extension.
- d. Copies of the Performance and Payment Bond forms included with these Specifications exemplify type of Contract forms that the successful Bidder will be required to execute before or after award has been made, as contemplated by Contract Documents and as required by State law in case of such Bonds.
- e. The Contract is subject to the appropriation of funds per N.J.A.C. 6A:23A-21.1(f).

### 7. CHANGES PRIOR TO OPENING OF BIDS

- a. During the period allowed for the preparation of bids, the Architect may furnish the prospective Bidders Addenda / Clarifications setting forth additions to or alterations of the Contract Documents, which additions or alterations shall be included by each Bidder in the computation of amounts to be inserted by him in the proposal which he submits, and which Addenda / Clarifications shall become a part of such Contract Documents as if the same were fully incorporated herein.
- b. It shall be the duty of each prospective Bidder to ascertain what Addenda / Clarifications, if any, have been issued by the Architect, which may affect the work to be covered by his proposal, and to inform his prospective Subcontractors thereof to the extent that they may be affected.

## INSTRUCTIONS TO BIDDERS

- c. Any Addenda / Clarification issued by the Architect will be sent by certified fax to each prospective Bidder of whom the Architect shall have a record.

### 8. START OF WORK

Shop Drawings, Submittals, etc. can be commenced after Notice to Proceed has been given by Owner or Architect.

### 9. COMPLETION OF THE PROJECT

The project must be completed by the date set forth in Advertisement and or Section 01010, "Summary of Work".

### 10. BONDS AND INSURANCE

Requirements for Bonds and Insurance are stated in these Instructions to Bidders, Specifications and the AIA Document A201 – 2017 General Conditions of Contract for Construction. Separate Performance, Payment and Maintenance Bonds are required in the amount of 100% of Contract price for each Bond.

### 11. STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder must submit with their bid the following documents from the State of New Jersey's Department of the Treasury, Division of Property Management and Construction: (1) a Notice OF CLASSIFICATION indicating that they are qualified to bid on the public work as specified herein and (2) a TOTAL AMOUNT OF UNCOMPLETED CONTRACTS Affidavit included herein duly signed and notarized.

All bidders will also be required to supply an affidavit of no material adverse change in qualification information since the latest statement.

### 12. NEW JERSEY PREVAILING WAGE RATE / PUBLIC WORKS CONTRACTOR REGISTRATION

Bidders are required to comply with the State Prevailing Wage Rate for Public Works, N.J.S.A. 34:11-56.25 et seq., as amended.

Contractor shall ensure that all workers employed in the performance of this Contract shall be paid not less than the Prevailing Wage Rate designated for this locality by the Commission of Labor and Workforce Development. If it is found that any worker employed by the Contractor or any Subcontractor has been paid less than the Prevailing Wage Rate, the Owner may terminate the Contract.

The Contractors can reference the State of New Jersey Department of Labor and Workforce Development Website <https://www.nj.gov/labor/wagehour/wagerate/CurrentWageRates.html> to view current Prevailing Wage Rates. The official wage rates are ordered upon award of the contract.

## INSTRUCTIONS TO BIDDERS

Owner reserves right to seek indemnification and/or damages from Contractor and/or its subcontractors for its failure to comply and/or violations of New Jersey Labor Laws.

The Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq. (the Act) requires that Contractors (and Subcontractors) must be registered pursuant to the Act prior to submitting a bid. The Bidder should provide a copy of its Public Works Contractor Registration Certificate at the time of submission of the bid proposal. The Contractor shall enter into subcontracts only with subcontractors who are registered pursuant to the Act. After the bid is made and prior to awarding of the contract, the Bidder shall submit the certificates of registration of all subcontractors listed in the bid proposal.

### 13. BUSINESS REGISTRATION AND USE TAX

The Contractor shall comply with the business registration and use tax requirements of N.J.S.A. 52:32-44, which requires submission of the business registration certificate prior to contract award. The Owner is requesting that all Contractors (and Subcontractors) provide a copy of the business registration certification, issued by the Department of the Treasury, at the time of submission of their bid proposals to the Owner.

In accordance with N.J.S.A. 54:49-4.1: "A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false information of business registration under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency or under a casino service industry enterprise contract. L.2004, c.57, s.5; amended 2009, c.36, s.32."

### 14. NON-COLLUSION AFFIDAVIT

The Bidder shall submit with its bid the Non-Collusion Affidavit included in the Specifications.

### 15. OWNERSHIP DISCLOSURE CERTIFICATION N.J.S.A. 52:25-24.2

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

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

## INSTRUCTIONS TO BIDDERS

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

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

### 16. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to N.J.S.A. 52:32-5 and N.J.S.A. 18A:64A-25.43, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification enclosed in the bid to attest, under penalty of perjury, that the person or entity, or one of the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Board finds a person or entity to be in violation of the principles which are the subject of this law, they 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 person or entity.

### 17. N.J.S.A. 10:5-31, et seq. AFFIRMATIVE ACTION

Pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented, the following Affirmative Action Against Discrimination on the Project will be a condition of the Contract. The Bidder, its subconsultants and subcontractors shall comply with the anti-discrimination provisions of N.J.S.A. 10:2-1 et seq., the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.A.C. 17:27-1.1 et seq. and shall guarantee to afford equal opportunity in performance of this Agreement in accordance with an affirmative action program approved by the State Treasurer.

### 18. The Owner has determined that it would be in the best interest of this particular project, and reasonably related to the specific work to be performed, that all bidders be required to participate in an approved apprenticeship program pursuant to standards established under the Department of Wage and Industry Act of 1948 (N.J.S.A. 34:1A-34 et. seq.). This requirement may be met by either showing a written agreement with a Union with an appropriate apprenticeship program, or by maintaining an in-house program that materially follows the guidelines for apprenticeship set forth by the Union of the same trade:

All subcontractors used by the bidder shall also have an approved apprenticeship program.

If a bidder or sub-contractor does not have its own approved apprenticeship program as set forth above, the requirement may be met by showing that the bidder and/or their subcontractor has a written agreement with a Union which has an appropriate apprenticeship program.

## INSTRUCTIONS TO BIDDERS

The Bidders shall include with the bid the “Approved Apprenticeship Form for Construction Projects” contained in the Specifications.

### 19. § 10:2-1. Antidiscrimination provisions

Antidiscrimination provisions. Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which 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.

### 20. DOMESTIC MATERIALS

Contractor shall use only domestic materials whenever available on Public Work.

### 21. CLAIMS AND SUITS

Contractor shall indicate on the attached form whether it or any of its principal officers, owners, stockholders or partners, who are noted in the ownership disclosure form, are presently (or within the last 12 months) parties to any lawsuit, litigation or criminal proceeding, arbitration, regulatory or administrative proceeding arising from any construction project. If the answer to this question is affirmative, Contractor shall provide a brief description of the proceeding, the specific name of the action, docket number, name of the court or agency in which it is pending and a brief description of the current status of the proceeding.

## INSTRUCTIONS TO BIDDERS

22. **METHOD OF AWARD - LOWEST RESPONSIBLE BIDDER(S)**  
The Contract, if awarded, shall be to the lowest responsive and responsible bidder. The low bid will be determined based on the lowest base bid (with any accepted alternates) submitted by a responsible bidder (or bidders).
23. **SUBSTITUTION REQUESTS**  
Please refer to Specification Section 01300, "Submittals." "Or Equal" substitutions are permitted so long as they are equal to or superior to the basis of design and the Contractor takes full responsibility for all coordination and costs associated with collateral issues related to the substitution. No Substitutions will be reviewed during the bidding process. The Contractor takes full responsibility for all substitutions. Substitution submittals shall be made **no later than 30 days after Notice to Proceed** in order to provide time for comparison review. All submittals after 30 days shall be in strict accordance with the basis of design / specified products. **No "or equal" Substitutions will be considered after 30 days unless the original specified product becomes unavailable.**
24. Form AIA 101, "Standard Form of Agreement Between Owner and Contractor" as modified by the Owner shall be the standard agreement form used for this project.
25. All references to separate Prime Contractors, each Prime Contractor, Mechanical Contractor, Electrical Contractor, Plumbing Contractor, or Structural Steel Contractor shall mean the Single Lump Sum Bid Contractor.
26. **MANDATORY ELEC DISCLOSURE REQUIREMENT, P.L. 2005, CHAPTER 271 -**  
Vendor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c. 271, section 3) if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).
27. The Owner reserves the right to reject all bids as permitted in N.J.S.A. 18A:64A-25.1 or as otherwise permitted by law, or to waive minor informalities or non-material exceptions in the bids.
28. In case of default by the bidder or contractor, the Owner may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.
29. The bidder, if awarded the contract, agrees to protect, defend and save harmless the Owner, 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 Owner 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 negligent acts or failure to act of the contractor, its servants or agents.