

**City of Trenton**  
City Hall, 319 East State Street, Trenton, New Jersey 08608

**INVITATION TO BID**

**FOR THE**

**REMEDIATION OF SOIL AND GROUNDWATER  
AT THE FORMER FEDERATED METALS SITE  
300 ENTERPRISE AVENUE, TRENTON, NJ**

**FOR THE**

**CITY OF TRENTON  
DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT**

TO BE RECEIVED ON



JUNE 15, 2023, AT 11:00A.M.

BID2023-38

DIVISION OF PURCHASING

**CHECKLIST  
(REQUIRED WITH BID SUBMITTAL)**

- ☒ Bid Guarantee (Bid Bond or Certified/Cashier's Check) (**with POA for full amount of Bid Bond**) (**MANDATORY**) **Failure to Submit with Bid Submittal is an automatic fatal defect**
- ☒ Consent of Surety (Certificate from Surety Company) (**MANDATORY**)
- ☒ Performance Bond and Labor and Material Payment Bond (**Required from the Awarded Contractor**)
- ☒ Notice of Intent to Subcontract – (**must be named**) (**MANDATORY**) **Failure to Submit with Bid Submittal is an automatic fatal defect**
  
- ☒ Disclosure of Ownership Statement (**MANDATORY**)
- ☒ Disclosure of Invested Activities in Iran (**Required prior to award of the contract**)
- ☒ Acknowledgement of Receipt of Addenda (**MANDATORY**)
  
- ☒ License(s) and or Certification(s) from Contractor and Sub-Contractors Required for the Project
- ☒ Required Evidence EEO/Affirmative Action Regulations Questionnaire
- ☒ Non-Collusion Affidavit
- ☒ Americans with Disabilities Act of 1990 Language
- ☒ NJ Business Registration Certificate (**prior to award**)
- ☒ NJ Business Registration Certificate – Designated Subcontractor(s) (**prior to award**)
- ☒ NJ Public Works Contractor Registration Certificate from Contractor (**Required**)
- ☒ NJ Public Works Contractor Certificate for Sub-Contractors for (**Required**)
  
- ☒ Affirmative Action Statement
- ☒ Prevailing Wage Statement
- ☒ Equipment Certification
- ☒ Bid Proposal Form
- ☒ One Original Complete Bid and One Complete Copy of the Bid
- ☒ Bid **must** be placed in a sealed envelope bearing name of bidder, address and **Bid 2023-38**
- ☒ Provide five (5) References

Proposer Name:\_\_\_\_\_ Date:\_\_\_\_\_

Authorized Representative:\_\_\_\_\_

Signature:\_\_\_\_\_

Print Name & Title:\_\_\_\_\_

**CITY OF TRENTON  
NOTICE TO PROPOSERS**

BID2023-38

**PURSUANT TO LFN2020-10** that sealed bids will be received by Isabel C. Garcia, QPA, Purchasing Agent, for the City of Trenton, County of Mercer, State of New Jersey on **JUNE 15, 2023, at 11:00 A.M.** prevailing time in the Division of Purchasing, 1<sup>st</sup>. Floor, City Hall Annex, 319 East State Street, Trenton, New Jersey, for the

REMEDICATION OF SOIL GROUNDWATER AT THE FORMER FEDERATED METAL SITE  
300 ENTERPRISE AVENUE, TRENTON, NJ

**PRE-BID MEETING IS SCHEDULED FOR MAY 22, 2023, AT 9:00AM LOCATED AT 300 ENTERPRISE AVENUE, TRENTON NJ – PARKING IS LOCATED OUTSIDE OF THE SITE ENTRANCE GATE. PROPOSERS SHALL RSVP WITH JR. CAPASSO AT [jcapasso@trentonnj.org](mailto:jcapasso@trentonnj.org) PRIOR TO THE PRE-BID MEETING DATE.**

**PROPOSERS SHALL LOG ON TO A VIRTUAL BID OPENING ON JUNE 15, 2023, AT 11:00AM TO:**

**<https://www.zoomgov.com/j/1613344053?pwd=MGZaL2VTcUZGRkJuSmIxL0toZU4XQT09>**

**PROJECT DESCRIPTION**

The City of Trenton is issuing this Invitation to Bid to remediate light non-aqueous phase liquids (LNAPL) occurring in soil and groundwater at the former Federated Metals Site, located at 300 Enterprise Avenue in Trenton (the site). The City of Trenton conducted substantial remedial investigations and remedial actions at the site under NJDEP oversight circa 2007 through 2022. A substantial remedial action and post-remediation remedial investigation in 2022 has found that:

- 1) LNAPL remains in the subsurface as shown on Figure 2 (Attachment A).
- 2) LNAPL exists in the existing pond created by the prior remedial action; and
- 3) The recent investigation found that saturated soil samples collected at the bottom of the existing pond now meets the NJDEP cleanup criteria of 8,000 mg/kg, although the pond continues to require LNAPL removal from the water surface.

The presumed area of residual LNAPL impact is found in Attachment A. The impacted area also includes part of an adjacent lot also owned by the City of Trenton.

The City retains responsibility for the removal of LNAPL from this site and closure of the case through engineering and institutional controls although the City is not the responsible party in this case. The Licensed Site Remediation Professional (LSRP) of record established for this site is:

Carol Graff

CSG Environmental Consultants

109 Renfrew Avenue, Trenton, NJ 08618

Specifications and other bid information may be obtained at the Office of Purchasing, 1st Floor, City Hall Annex, 319 East State Street, Trenton, NJ 08608 during regular business hours (8:30 am - 4:30 pm). and on the City's Website at <https://nj-trenton.civicplus.com/list.aspx>

Proposers may visit the City of Trenton's website at <https://nj-trenton.civicplus.com/list.aspx> for any addenda/notices issued prior to the bid opening. Failure to do so could result in the rejection of your submission.

Proposers are required to comply with the requirements of P.L. 1975, c127(N.J.A.C.17:27 et seq).

**SCHEDULE**

**RELEASE DATE:** May 2, 2023

**PRE-BID MEETING:** May 22, 2023, AT 9:00AM AT 300 ENTERPRISE AVENUE, TRENTON NJ

**QUESTIONS BY:** May 29, 2023, to [scadet@trentonnj.org](mailto:scadet@trentonnj.org)

**ADDENDA DATE:** June 2, 2023

**BID OPENING:** June 15, 2023, at 11:00AM

**COMPLETION OF PROJECT:** One (1) Year

City of Trenton - (609)-989-3139

Isabel C. Garcia, QPA

The site is approximately one (1) acre in area, fenced, gated and largely vacant except for residual stockpiles of concrete, contaminated soil and asphalt generated during the prior remedial action. The site also contains a wet depression or pond of about 10,000 square feet created during the prior soil excavation and LNAPL remediation.

The source of the LNAPL at the site is believed to be from: 1) multiple former USTs that have been excavated and removed from the site; and/or 2) former product lines associated with a former line of smelter ovens; and/or 3) a former rail siding where rail tank cars of heavy fuel oil were historically unloaded.

#### *Site History*

This site was used as a zinc smelting facility by the Federated Metals Corporation (or as American Smelting and Refining Company, ASARCO, of which Federated Metals is a subsidiary) from 1925 to 1980. Secondary metals were refined to produce metallic zinc dust. Several USTs were reportedly removed circa 1989 although no closure documentation was reported by NJDEP. The former operations buildings and other structures were demolished in 1995. The City acquired the site for redevelopment purposes in 2009.

A Phase I prepared for the site (Ransom; September 7, 2006) included a local environmental database search indicating (from NJDEP sources) that five USTs were removed from the site on 1/1/1989. The tanks were reportedly installed in 1947 and registered under facility ID #004502. UST size ranged from 500 to 20,000 gallons. Contents included gasoline, kerosene, #4 heating oil and other unknown heating oil. The case was listed as “active” on the NJDEP’s website, although subsequent requests for information from NJDEP did not locate any file information on the closure of these tanks. It is suspected that the tanks were improperly closed, or never closed. These tanks were subsequently removed by the City of Trenton.

Heavy metals impact to surficial and deeper soils at the site was verified through subsequent investigation. This investigation also found that former UST areas were substantially impacted by total petroleum hydrocarbons (EnviroSure; June 25, 2008). Metals impacts and residual petroleum contamination will ultimately be closed through engineering and institutional controls following removal of known LNAPL and LNAPL sources.

In 2014, a substantial remedial investigation and remedial action was conducted to investigate numerous areas of concern, to attempt to delineate metals and petroleum contamination, and to remove a substantial amount of petroleum-impacted soil encountered during the investigation (USAEMI; October 8, 2015). The major findings and results reported in the RI/RAR were:

- Two 20,000-gallon oil USTs (AOC 1) were removed from a vault in the northern corner of the site, and one 15,000-gallon oil UST (AOC 4) and one 20,000-gallon UST (AOC 12) were removed from near the center of the site. The 15,000-gallon UST was reportedly removed but found to have been closed in place. It has not been determined why or how these tanks were reported as removed to NJDEP.
- Substantial EPH contamination was found near the vicinity of the above-referenced USTs, including a thick “smear” zone in the saturated zone where a total of approximately 2,500 tons of soil and 30,000 gallons of groundwater with heavy NAPL was recovered from AOC 4/12 area and disposed.
- Subsequent fingerprinting of the LNAPL identified it as #6 oil.
- Site-wide surface soil impact by metals and PAHs was identified.

- VOC and SVOC impacts to groundwater were minimal, with one and two monitoring wells barely exceeding the groundwater quality standards, respectively, for these contaminants.
- The site will require engineering and institutional controls to address site-wide soil contamination.

After the 2014 remedial actions, two recovery wells were installed at the site along with other monitoring wells to monitor, delineate and recover heavy LNAPL. Additional groundwater and LNAPL have been recovered from RW-1 on several occasions, but it has been demonstrated to be only minimally effective. No other wells at the site have shown any LNAPL impact.

In 2018, an additional soil investigation was conducted that better defined the potential LNAPL and LNAPL source areas (see map). RW-1 was abandoned during the RI in preparation for the active remediation to be conducted in 2020.

In 2021, a substantial remediation took place that removed over 2,500 tons of contaminated soil and 15,731 gallons of LNAPL-water mixture. Some of the excavation areas were remediated and “clean” zones established via post-excavation sampling. Some post-excavation samples exceeded NJDEP cleanup criteria for EPH. Substantial LNAPL remained when this phase of work was completed. Several interim remedial measures were conducted after this phase of work that recovered additional LNAPL from the wet excavation using a vac truck and fans/blowers. During this phase of work it was determined that hydrogeologic conditions were artesian and excavations well below the perceived water table were conducted.

In 2022, additional soil borings were conducted to delineate the remaining LNAPL impact area. The results of which are included in Attachment A.

## **1.2 Scope of Work**

In 2022, the City of Trenton received a \$202,858 BIF Grant from the New Jersey Economic Development Authority to continue remediation efforts at the site. The primary goals for this funding, as represented by this scope of work, is to:

- Continue to remove existing LNAPL known to exist on existing surface water body created by prior remedial actions, and additional LNAPL on and below the water table (depth to water table typically ranges from 7.0 to 7.5 feet below grade);
- Remove potential LNAPL sources as represented by EPH concentrations exceeding 8,000 mg/kg;
- Backfill the existing pond with overburden excavated from the residual LNAPL impacted area;
- Excavate, stockpile and dispose of additional LNAPL impacted soil from the saturated zone; and
- Restore the site in accordance with the approved Soil Erosion & Sediment Control Plan.

The contractor shall provide all required labor, equipment and materials necessary to complete the following tasks:

<b><u>Task No.</u></b>	<b><u>Description</u></b>
Task 1	Pre-Remedial Activities and Permitting <ul style="list-style-type: none"> <li>▪ QAPP update</li> <li>▪ Health &amp; Safety Plan</li> <li>▪ City Excavation Permit</li> <li>▪ Kickoff Meeting</li> </ul>
Task 2	Mobilization <ul style="list-style-type: none"> <li>▪ Sediment and Erosion Controls</li> <li>▪ Equipment and Materials Setup</li> <li>▪ Pre-excavation LNAPL Extraction/Recovery</li> </ul>
Task 3	Soil Excavation, Segregation, Backfilling and Stockpiling; Interim Groundwater Remediation; and Site Restoration <ul style="list-style-type: none"> <li>▪ Excavation and stockpiling of encountered concrete</li> <li>▪ Excavation of shallow unsaturated soil for reuse as backfill</li> <li>▪ Excavation, stockpiling and dewatering of LNAPL contaminated soil for disposal</li> <li>▪ Interim Groundwater Remediation: LNAPL recovery</li> <li>▪ Backfilling and grading</li> </ul>
Task 4	Disposal <ul style="list-style-type: none"> <li>▪ LNAPL/EPH Contaminated Soil</li> <li>▪ LNAPL/Water</li> </ul>
Task 5	Post-remediation sampling <ul style="list-style-type: none"> <li>▪ Post-excavation soil sampling (EPH)</li> </ul>
Task 6	Remedial Action Report
Task 7	Project Management and Administration

The City of Trenton reserves the right to award all, part, or none of the activities described in this document. The following tasks are considered alternate (optional) depending on the timing of available financial resources.

Alternate 1	Monitoring Well Installation and Gauging <ul style="list-style-type: none"> <li>▪ Monitoring well installation</li> <li>▪ Monthly well gauging (3 months)</li> </ul>
Alternate 2	Concrete Sampling and Disposal <ul style="list-style-type: none"> <li>▪ Concrete Sampling</li> <li>▪ Concrete Disposal</li> </ul>

All work will be completed in accordance with Federal, state and local laws.

## **2.0 TECHNICAL SPECIFICATIONS**

This bid specification covers the technical requirements for the performance of all activities relating to the remediation of the site. The remediation contractor shall furnish high quality work and materials meeting the requirements of this specification and industry standards. All work is to be conducted in accordance with NJDEP requirements and applicable federal, state and local laws and regulations. The SOW provided herein is based on existing site information related to the defined work (excavation) area, the City of Trenton's understanding of site conditions, and the recommendations of the current LSRP-of-Record.

## **2.1 Task 1: Pre-Remedial Activities and Permitting**

Under Task 1, the Subcontractor shall perform the following sub-tasks:

- QAPP update
- Kickoff Meeting
- Health & Safety Plan
- City Excavation Permit

### ***Quality Assurance Plan Sampling and Analysis Plan***

Contractor shall prepare a Quality Assurance Project Plan (QAPP), the approval of which is required by USEPA prior to the implementation of the scope of work. A prior QAPP was previously prepared for the site in 2021 and can be used as a boilerplate to update the planned work. A copy of the QAPP can be found at (<https://spaces.hightail.com/space/WOdKCPROK3>). This upload also includes the original Soil Erosion & Sediment Control Plan.

The QAPP update subtask requires: LSRP review and comment; contractor edits; submittal to City for submittal to EPA; and any changes or edits required by EPA.

### ***Kickoff Meeting/Project Plans***

Contractor shall attend a kickoff meeting to review the scope of work and present a project plan that provides details on the scope, schedule, flow of work and site logistics. The Contractor's Project Manager and Site Manager will attend the meeting, along with the City's Technical Contact and the LSRP-of-Record. The Contractor will provide a work schedule and brief work plan that, at a minimum, describes the methodologies associated with: excavation, soil segregation and stockpiling, concrete excavation and stockpiling, loading, disposal, sampling, LNAPL recovery, backfilling, compaction and site restoration to accomplish the Scope of Work from start of mobilization through the end of demobilization. Include expected equipment to be used and daily work times. Provide a projected timeline for task implementation and completion, including mobilization/demobilization, working hours, deliverables, and other requirements specified in the Site Remediation. Include a plan for truck traffic routing and site security during open excavation and loading/transportation activities.

The Contractor shall ensure that all waste haulers to be used on this project carry all permits required for transportation of materials described in this SOW. The Contractor shall be responsible for ensuring that all trucks leaving the site comply with all Federal and State(s) vehicle weight limits.

### ***Preparation of a Site-Specific HASP***

A site-specific Health & Safety Plan (HASP) will be prepared for the site and provided to the City prior to commencing any field activities. Prior to any work being conducted on a hazardous waste site, as defined by 29 CFR 1910.120, the organization engaged for the work must develop a written HASP for its employees. The site-specific HASP is required to identify applicable health and safety hazards and appropriate mitigation measures to allow contractor personnel and subcontractors to conduct required work on the site in a safe and appropriate manner. The HASP will be maintained at the site during all field activities and will address the following: organizational responsibilities and emergency contacts, risk analysis, underground utility mark outs, employee training, personnel protective levels, medical surveillance, air surveillance, site control, decontamination, MSDS sheets for all site contaminants, and emergency procedures. The HASP shall include documentation that all workers have met the requirements of OSHA 1910.120.



***Permitting***

The Contractor shall secure and pay for all necessary permits for this work, including a City of Trenton construction permit for excavation.

*Permits to be provided by the City:* The City obtained a Soil Erosion and Sediment Control Permit from the Mercer County Soil Conservation District in 2021 since the area of disturbance is greater than 5,000 square feet. The SESC Plan was updated in 2022 and approved in 2023 ([2301sescapproval.pdf](#)) for the additional excavation and other land disturbance. The contractor will be responsible for construction of basic soil erosion and sediment controls required in the approved plan and rehabilitation of any existing controls if needed. The City also obtained a Stormwater Construction General Permit 5G3 from NJDEP.

**2.2 Task 2: Mobilization*****Mobilization***

The mobilization task includes the establishment of work and materials storage areas (fill for reuse, contaminated soil, concrete, other wastes for loadout, etc.), safety and exclusion zones, placement of sediment and erosion controls (see link to SESC plan) and other work required to meet the requirements of permits and state, federal and local laws. All utilities will be marked out and verified prior to any intrusive operations, as well as a review of site plans and professional site surveys to be provided. Mobilization will also include the extraction of LNAPL from the surface of the existing pond.

Mobilization to the site for all activities will be coordinated directly with the Technical Contact for the City of Trenton. Notice will be provided to the Technical Contact prior to any mobilization to the site (to be determined at the Kickoff Meeting). Mobilization of vehicles, field equipment and personnel will be conducted in a safe and efficient manner consistent with the Contractor's HASP.

Contractor is required to order all utility markouts prior to proceeding with any intrusive work. There is currently no known condition that would require the relocation, removal, temporary capping or replacement of overhead or subsurface utilities (prior site activities including demolition and prior remedial activities removed/capped utilities and did not encounter any buried utilities, respectively). Any information that would require such utility work would be considered a change order to the scope of work.

The pre-remedial LNAPL extraction is required to remove all residual LNAPL from the existing pond prior to backfilling (except for the perimeter stained soils that can be excavated during task 3). Work assumes three days of Vac Truck and crew, skimmers, fans, blowers, booms and other equipment as necessary. Disposal of NAPL is included in task 4.

The mobilization task may also include waste classification sampling included in task 4.

Payment shall be on a lump sum basis and shall include all materials, labor equipment and all else necessary to complete mobilization task, except for unit cost subtasks included in task 4.

### **2.3 Task 3: Remediation**

#### ***Soil Excavation, Segregation, Backfilling and Stockpiling***

- Based on the prior remedial action, soil borings and monitoring well gauging data, areas have been delineated around the existing pond that contain thick, black LNAPL, or heavily stained soil, underlying reusable fill. Areas to be excavated are illustrated in Figure 2 in Attachment 1) In addition, additional heavily stained soil will be excavated from the existing perimeter of the pond

For cost estimating purposes, we are estimating a total disturbance/excavation area of 7,500 square feet (see table below). Based on actual site conditions, additional excavation may be required that would be approved by the City of Trenton and compensated through an approved change order, in accordance with the unit costs offered by the Contractor on the Price Form in Section 3.7, below.

The following site conditions describe the geometry of the LNAPL-impacted layer and site hydrogeology:

- LNAPL, based on the former remediation event, is generally diffused through the saturated zone from 7.5 to up to 16 feet bgs to the depth of an existing light-colored, clayey, gravelly layer;
- Petroleum staining and LNAPL covers the existing pond;
- Depth to groundwater, based on gauging data from existing wells, ranges from 8.7 to 9.1 feet BGS although artesian conditions are observed;
- EPH concentrations exceeded the 8,000 mg/kg level in several samples collected from soil borings at depths of 13 to 15 feet bgs (see map);
- During the prior remedial action, no clean fill was placed in the former excavation area.

For the purposes of this remedial action, the areas requiring excavation and removal is likely to be defined as described above, consisting of an area of approximately 7,500 square feet and an approximate volume of up to 2,325 cubic yards of contaminated soil. The clean fill to be excavated above the assumed LNAPL layer (0.0 to 7.5 feet; 2,100 yards) will be excavated and directly used as backfill.

Total Excavation Volumes for Cost Estimating Purposes (estimated based on prior reporting)

<u>Depth to Water</u>	<u>Total Area</u>	<u>Total Volume</u>	<u>Estimated Disposal weight*</u>
7.5'	7,500 sq. ft.	2,100 cu. yds. (for reuse)	
		2,375 cu. yds (for disposal)	3,325 tons

\*assuming 1.4 tons per cubic yard

Excludes near-surface concrete, estimated at no more than 40 cubic yards, to be excavated and stockpiled separately. The purpose of this remedial action is to:

- Remove LNAPL and LNAPL-saturated soils to the extent that any monitoring well to be installed in the former excavation area will not contain any measurable LNAPL; and
- Remove additional petroleum contaminated soils exceeding 8,000 mg/kg of EPH that could act as an ongoing source of LNAPL in groundwater; and

- Verify removal of residual LNAPL in the subsurface through: 1) collection and analysis of post-excavation soil samples for EPH and contingency analyses; and 2) installation and monthly monitoring of replacement monitoring wells (RW-1R and MW-9).

The scope of work for this task will require:

- Excavation and stockpiling of encountered concrete slabs – based on prior activities, it is expected that some concrete will be encountered at or near the surface. Based on recent soil borings, it is known that the concrete is not continuous in the excavation areas. Encountered concrete will be excavated and stockpiled in one of the existing concrete stockpiles. Volume not anticipated to exceed 40 cubic yards and not expected to exist on the adjacent property. Oversized or overly thick slabs may be left in place to the extent practicable;
- Excavation and stockpiling of fill for reuse – soil boring logs indicate that clean fill, crushed stone and other fill materials not impacted by petroleum exist at a depth of 0.0 to 7.5 feet below grade. These soils will be excavated and directly reused as fill following the extraction of NAPL from the surface of the existing pond as required in Task 2. These soils should be dry to moist;
- Excavation of LNAPL-saturated, LNAPL-containing and heavily stained and odorous petroleum impacted soils will be conducted at depths ranging from approximately 7.5 to up to 16 feet BGS based on field observations. LNAPL-containing soil are expected to range from moist to saturated and may require dewatering prior to stockpiling and/or loadout. Total excavation depth will range from 14 to 16 feet BGS.
- Shoring Protection/Slope Stabilization: If deemed necessary, it is the responsibility of the Contractor to provide adequate shoring or comparable reinforcement measures during excavation to prevent collapse. Shoring was not required during the prior remedial action, which was of similar scope.
- Partial backfilling and site restoration: soils excavated for reuse can be placed directly into the center of the existing excavation and compacted. Any additional overburden will be stockpiled for subsequent backfilling. The backfilled area will be covered with recycled concrete aggregate or crushed stone, or as prescribed in the approved Soil Erosion & Sediment Control Plan. .

For cost estimating purposes, the City assumes that task 3 will require at least nine (9) field days, including all subtasks which may be implemented concurrent with other tasks or subtasks. The final extent of excavation may be determined by post-excavation sample results, field PID measurements and visual observations as deemed appropriate by the City's LSRP-of-Record.

The location and estimated extent of the planned excavation is shown on the attached figure. The contractor shall collect post excavation soil samples, as required by the City's LSRP-of-Record and NJDEP regulations. The City will reimburse the contractor for additional out of scope costs where necessary through approved change orders, based on unit pricing provided by the contractor in this bid or other means.

If unexpected materials such as below grade structures, drums, construction debris, or underground storage tanks, etc., are encountered during excavation, that alter established waste disposal plan, the City of Trenton and LSRP of Record will be notified.

**Method of Payment.** Payment shall be on a unit basis and shall include all materials, labor equipment and all else necessary to complete soil excavation, segregation, and stockpiling.

The total soil mass to be excavated is estimated to be no more than 4,475 cubic yards. Based on the soil borings, the LNAPL-impacted soil mass is expected to be 2,375 cubic yards (or 3,325 tons at 1.4 tons per yard). The uncontaminated overburden soil will remain on site and used as backfill to the excavation.

### ***Interim Groundwater Remediation: LNAPL Recovery***

Groundwater will be encountered during the deep excavation based on prior remedial actions. It is possible that water will be contaminated with viscous, heavy, black petroleum LNAPL. Although the level of effort cannot be accurately estimated, the City assumes the following conditions for cost estimating purposes:

- A crew will spend up to three (3) working days removing LNAPL with sorbent materials, vac truck, fans/blowers, booms and other equipment and materials as necessary as part of the Mobilization Task (Task 2); and
- A crew will spend up to five (5) additional working days, probably not concurrent, removing LNAPL with sorbent materials, vac truck, fans/blowers, booms and other equipment and materials as necessary during the Remediation Task; and
- removing LNAPL from the groundwater surface in the most efficient manner possible while minimizing pumping and extraction of groundwater; and
- Equipment will be required that may include pumps, a vac truck, drums, a frac tank or lesser equipment, and safety fencing; and
- For cost estimating purposes, we are assuming that a total of 12,000 gallons of LNAPL and water will be extracted and disposed; and
- Expendable materials will be used including PPE, booms and sorbent materials; and
- Sorbent materials and petroleum contaminated water will require containerization and appropriate offsite disposal (or direct disposal by vac truck); and
- It is expected that the three-day period will run concurrently with some soil excavation, soil sampling and backfilling activities.

**Method of Payment.** Payment shall be on a unit basis and shall include all materials, labor equipment and all else necessary to complete LNAPL Extraction.

### ***Backfilling and Site Restoration***

The City of Trenton is interested in limiting the importing of backfill at this site since the final remedy involves institutional controls and the reuse of the site has not been determined. Leaving the excavation areas unfilled but rendered safe through partial backfilling and sloping will contain stormwater runoff and allow for enhanced oxygenation of the subsurface. Therefore, backfilling and site restoration will be limited to the following tasks:

- Partially backfilling and compacting of the existing and future excavation areas using recycled/retained, excavated overburden;
- Sloping excavations for safety and erosion control;
- Covering the backfilled area with recycled concrete aggregate (RCA) or crushed stone as prescribed in the SESC Plan; and
- Reusing limited topsoil from the adjacent property excavation and seeding if appropriate.

The Contractor shall compact the backfill in 1-foot lifts and compact fill between lifts.

- **General description.** Open excavations shall be backfilled by the Contractor with existing, segregated clean fill from the excavation and stockpiling subtask.
- **Compaction.** All backfilling shall be laid in 12" thick layers. Each layer shall be thoroughly bladed and mixed to provide for uniformity of material. Backfilled soil shall be suitably compacted in order to prevent settlement that may create depressions in the area of the excavation.
- **Site restoration.** In the area of disturbance, the Contractor shall place existing fill, grade and or regrade. Cover backfilled areas with a minimum of four (4) inches of RCA or crushed stone. No topsoil will be required.
- **General Clean-up.** Prior to project close-out the site must be free of all debris, litter and other materials extraneous to the site generated as a result of the work. Remaining stockpiles, including concrete, shall be covered with 6 mil (minimum) plastic sheeting and secured.

**Method of Payment.** Payment for this task shall be **Unit Cost** based on the calculated soil to be reused not to exceed 2,100 cubic yards. Except as required in the Soil Erosion and Sediment Control Plan, no fill material or topsoil will be imported into the site for backfilling or other purposes.

#### **2.4 Task 4: LNAPL and LNAPL-Impacted Soil Disposal**

The scope of work, for cost estimating purposes, estimates that the following contaminated media will be characterized and disposed by the contractor:

- 12,000 gallons of LNAPL and LNAPL-containing water
  - 3,325 tons (2,375 cubic yards) of LNAPL-contaminated and/or petroleum contaminated soil;
  - Up to 1,000 tons of existing contaminated soil stockpiles
- **General Description.** Due to its size the site may be unsuitable for stockpiling of all material or storage of waste material on-site. All waste should be cleared for off-site disposal as soon as possible. The City owns additional adjacent property that may be used for additional stockpile areas, if necessary and with appropriate approvals.
  - **Monitoring and controls.** During the performance of all soil excavation work, the Contractor shall conduct dust monitoring and implement controls, as necessary, to minimize exposure to on-site workers and the general public. The Contractor shall conduct full-time monitoring of the soil excavation and ensure that impacted soils are appropriately managed. The Contractor shall ensure that handling and disposal of all waste materials conforms with all local, state and federal regulations.
  - **Waste disposal.** No wastes shall be removed from the site or disposed until the material has been properly characterized and approved, in writing, for acceptance by receiving facility. The Contractor shall be responsible for all sampling and analysis of excavated contaminated soils necessary to secure acceptance for disposal or recycling. Soils were previously determined to be non-hazardous based on waste classification sampling and facility reviews.
  - **Submittals.** The Contractor shall provide to the Owner's representative the following information with regards to waste disposal: weight tickets, manifests, disposal documentation, bills of lading, recycling documentation, analytical data packages, chains-of-custody, photo documentation and any other proof of performance.

**Method of Payment.** Payment for this task shall include:

- Unit basis (TON) for loading, transportation and disposal of encountered contaminated solid media. Pricing shall include all material, labor, equipment and all else necessary to complete the work. Estimate: 3,325 tons of non-hazardous petroleum-impacted soil to be disposed. Payment will be made based on actual tonnage disposed.
- Unit basis (GALLON) for loading, transportation and disposal of extracted LNAPL and petroleum-containing water. Pricing shall include all material, labor, equipment and all else necessary to complete the work. Estimate: 12,000 gallons of liquid waste. Payment will be made based on actual gallons disposed.

### ***Waste Classification sampling***

All excavated soils that are not screened for reuse as fill will be deemed to be contaminated with petroleum and stockpiled, transported and disposed as petroleum-contaminated soil. Contractor shall collect and analyze soil samples as required by the Contractor's accepting disposal facility. The soil may be contaminated with other materials including heavy metals, based on historic site use. Waste Classification sampling may be conducted as a "Pre-remedial" activity as part of task 1 to expedite facility approvals.

## **2.5 Task 5: Post-remediation Soil Sampling**

The contractor will be responsible for collecting soil samples for the purpose of monitoring the effectiveness of the remedial action in accordance with the requirements of the LSRP and for the classification of soil for disposal in accordance with the requirements of the contractor's disposal facility.

### **Post-excavation soil sampling**

The Contractor shall be responsible to collect post-excavation confirmatory samples from the excavation(s) as required by the LSRP pursuant to NJDEP requirements. Post-excavation samples are required in order to confirm that no sources of LNAPL remain in the area of concern. The Contractor shall submit the results of the analysis to the LSRP as part of the Remedial Action Report (Task 5). If necessary, the Contractor will excavate additional volumes of soil and collect additional confirmatory post-excavation samples. All samples shall be submitted for 48-hour turnaround.

- **Sample collection.** The post-excavation samples will be collected in accordance with NJDEP requirements, including NJDEP Field Sampling Procedures Manual (August 2005). Samples will be collected for EPH Category 2 (fractionated) analysis. In addition, contingency samples will be collected for PAHs. Samples will be collected from both excavations.
- **Sample analysis.** All EPH Category 2 samples shall be submitted for 48-hour turn around. Post-excavation samples will be properly preserved and delivered to a NJDEP certified laboratory under chain of custody and will be analyzed for appropriate parameters as per N.J.A.C.7:26E, Table 2-1:
  - All samples shall be analyzed for EPH Category 2:
  - Analyze 25 percent of samples where EPH is detected over 100 mg/kg for PAH, biased to the samples with the highest concentrations.
- **Submittals.** The Contractor shall provide to the Owner's representative the following information with regards to sampling: analytical data packages, chains-of-custody, photo documentation and any other proof of performance.

**Method of Payment.** Payment shall be on a unit basis and shall include all materials, labor equipment and all else necessary to complete sampling and analysis. Estimate: twenty (20) samples for EPH Category 2 and five (5) contingency samples for PAHs.

If additional samples are required due to the size of the excavation or due to requirements of the LSRP, payment will be made utilizing unit costs under an approved change order.

## **2.6 Task 6: Remedial Action Report**

Prepare a Remedial Action Report (RAR) in accordance with NJDEP requirements. Report will include summaries of remedial actions, quantities of contaminated materials disposed (including backup documentation), results of all sampling, and monitoring well installation and gauging.

The report will be reviewed by the City of Trenton's Technical Contact and the LSRP-of-Record. Comments will be provided to reflect LSRP requirements. The contractor will comply with LSRP requirements and recommendations.

## **2.7 Task 7: Project Management and Administration**

This contract will allow for the billing for Project Management and Administration, which includes labor and other work for scheduling, invoicing and preparation of paperwork, backup and labor documentation.

## **2.8 Optional (Alternate Tasks)**

Two alternate tasks are included in this scope of work and will be included in the contract for this work subject to availability of financial resources.

### **Alternate 1: Monitoring Well Installation and Well Gauging**

A total of nine groundwater monitoring wells exist at the site (see figure). A tenth well, RW-1 contained LNAPL and was abandoned preparation for this remedial action. This task requires the following activities:

- Installation of replacement well (MRW-1R) to replace monitoring well MW-1 which was abandoned;
- Installation of one additional monitoring well (MW-9) in the former source area;
- Professional surveying, well permits, and form processing in accordance with NJDEP requirements.
- Three monthly rounds of well gauging of all wells and monitoring for LNAPL.

The new wells will be 4-inch diameter PVC, with stick-up mount and concrete pad. Monitoring well must will be screened across the water table, constructed as previous wells shown in the RI report, and not exceed 20 feet in depth.

## **Alternate 2: Concrete Characterization and Disposal**

The scope of work, for cost estimating purposes, estimates that up to 1,000 tons of waste concrete will be characterized and disposed by the contractor. Most of the concrete is in an existing stockpile area from former remedial actions.

- **Waste Classification sampling** - Contractor shall collect and analyze concrete samples as required by the Contractor's accepting disposal facility. The concrete soil may be contaminated with other materials including heavy metals, based on historic site use. **Concrete shall not be recycled.**
- **Monitoring and controls.** During the performance of all soil excavation work, the Contractor shall conduct dust monitoring and implement controls, as necessary, to minimize exposure to on-site workers and the general public. The Contractor shall conduct full-time monitoring of the loading and transportation and ensure that concrete loading and disposal is appropriately managed. The Contractor shall ensure that handling and disposal of all waste materials conforms with all local, state and federal regulations.
- **Waste disposal.** No wastes shall be removed from the site or disposed until the material has been properly characterized and approved, in writing, for acceptance by receiving facility. The Contractor shall be responsible for all sampling and analysis of concrete necessary to secure acceptance for disposal or recycling.
- **Submittals.** The Contractor shall provide to the Owner's representative the following information with regards to waste disposal: weight tickets, manifests, disposal documentation, bills of lading, recycling documentation, analytical data packages, chains-of-custody, photo documentation and any other proof of performance.

**Method of Payment.** Payment for this task shall be Unit basis (TON) for loading, transportation and disposal of concrete.

### **3.0 SPECIAL CONDITIONS**

#### **3.1 Work Provided By Subcontractor**

##### *General*

The Subcontractor shall provide quality work and materials meeting the requirements of the specifications. The work shall include providing supervision, labor, materials and equipment necessary to provide the services described in the Technical Specifications, Section 2.0. All work shall be performed in accordance with the NJDEP Technical Requirements for Site Remediation and other applicable laws and regulations.

##### *Permits*

All on-site activities and final products by the Subcontractor shall meet all applicable local, state and federal regulations. The Subcontractor shall be responsible for obtaining, completing, and submitting all required manifests, permits (except as stated herein) and/or other required documents in a timely manner. This includes providing utility clearance for the project.

The Subcontractor must be or must use properly licensed waste transporters and disposal facilities currently in good standing in or with the State of New Jersey and must possess all the necessary Federal and State permits and insurance for shipping and disposal of the material at properly permitted and approved disposal and/or recycling facilities.



#### *Health & Safety*

The Subcontractor is responsible for implementation of all health and safety measures required by law that need to be taken to complete the required services. The City of Trenton assumes no responsibility for the health and safety of subcontractor employees or other non-City employees.

All on-site personnel shall meet the requirements of Occupational Safety and Health Administration (OSHA) hazardous Waste Operations and Emergency Response Standard 1910.120 (e) – Training and 29 CFR 1910.120 (f) – Medical Surveillance. All requirements shall be current, including the 8-hour refresher certifications.

#### *Support of Public Relations*

The Subcontractor shall make every effort to maintain good relations with nearby property owners and residents. All Subcontractor field personnel employed on-site shall be made thoroughly cognizant of the importance of this aspect of the work.

#### *Security*

The Subcontractor shall be responsible for securing his equipment and materials at the site. The City of Trenton assumes no responsibility for the safeguarding of the Subcontractor's equipment.

### **3.2 Work provided by the City of Trenton**

#### *Permits*

The City obtained and revised a Soil Erosion and Sediment Control Permit from the Mercer County Soil Conservation District and obtained a Stormwater Construction General Permit 5G3 from NJDEP.

#### *Site Access*

Right of access to the site shall be arranged by the City of Trenton prior to the commencement of the site work. No subcontractor personnel are to enter onto any portion of the site without first obtaining clearance from the City.

#### *Quality Control*

The City of Trenton shall inspect the work in progress, when appropriate, and at completion. Any discrepancies will be noted and submitted to the Subcontractor.

#### *Utilities and Service*

No office trailer, water supply, portable chemical toilets or telephone will be maintained on-site by the City. Should the Subcontractor desire to have these utilities and services on site, he may do so at the Subcontractor's own expense.

### **3.3 Project Schedule**

All work for this contract shall be completed within 180 calendar days after receipt of notice to proceed, unless amended in writing by mutual agreement of the parties. The technical contact is:

J.R. Capasso, CPG  
Brownfields Coordinator  
Division of Economic Development  
[jcapasso@trentonnj.org](mailto:jcapasso@trentonnj.org)  
609-989-3501

All scheduling shall be coordinated with the technical contact, with a minimum of five (5) calendar days notice prior to performance of on-site activities. No activities shall commence without prior approval from the City of Trenton.

For cost estimating purposes, the schedule for the proposed scope of work assumes the following work requirements:

- Mobilization, pre-excavation LNAPL extraction, and other Task 2 subtasks will be completed in four (4) field days
- Soil Excavation, Segregation, Backfilling and Stockpiling (Task 3) and will take five (5) days, and include post-excavation soil sampling (Task 5);
- 48 hour turnaround on EPH Category 2 sample results, prior to site restoration.
- LNAPL extraction (Task 3) will take five (5) days. This work may partially overlap other Task 3 work and concrete disposal (Alt-2, if necessary).
- Disposal (Task 4), Reporting (Task 6) and Monitoring Well Installation (Alt 1) may be completed during or after demobilization.

Assuming some overlap in Task scheduling, we anticipate a full completion in nine to eleven field days, excluding weather and other unforeseen delays and follow up activities.

### **3.4 Measurement and Payment**

The Contractor shall provide process for services as they relate to the specifications and shall be reimbursed in accordance with the price form presented in Section 3.7. The basis for measurement and payment of each task is presented below.

All tasks will be conducted on a **Lump Sum, Time and Materials, Not to Exceed, or Unit Cost Basis** as indicated in Section 3.7. The Time and Materials, Not to Exceed, or Unit Cost task budgets may be exceeded only with approval from the City of Trenton's Technical Contact. The contractor may issue invoices on a monthly basis. The City of Trenton will make final payment after the completion of the scope of work and the submission of the Final Report.

Invoices are to include the following information:

- 1) A copy of the payment voucher provided by the City of Trenton
- 2) Listing of all professional labor hours, expendable materials, vehicle and equipment rental charges, copying, and other professional service fees and charges
- 3) Subcontractor charges and markup

Tasks to be completed in this work scope includes all labor, materials and equipment charges necessary to complete the work. This work will be funded with a combination of Federal and Local financial resources and will require compliance with all appropriate wage requirements (Davis-Bacon and Prevailing). Federal wage and other federal requirements are included in Attachment 2. Contractor assumes responsibility to identify and pay the correct and appropriate Federal wages in accordance with the law and providing proof of compliance to the City's Technical Contact.

### **3.5     Proposal Requirements**

This public bid will be awarded to the lowest responsible bidder.

#### *Documentation of Experience*

The City of Trenton reserves the right to consider the Subcontractor's experience in awarding the contract.

#### *Documentation of Training*

The offeror shall certify that work site personnel meet the requirements of Occupational Safety and Health Administration (OSHA) Hazardous Waste Operations and Emergency Response Standard 1910.120 (e) – Training and 29 CFR 1910.120 (f) – Medical Surveillance.

#### *References*

As part of the proposal, the Subcontractor shall submit a list of three references that relate to successful completion of work of similar character to that required in the specification. The references shall include at a minimum, the project name, date completed, contact name and telephone number.

### **3.6     Submittals and Deliverables**

<b>Submittals</b>	<b>Due</b>
Documentation of Training	With Proposal
Completed Price Form	With Proposal
Insurance Certificate	Prior to contract award
Invoices for Payment	Monthly and at the completion of the specified work
Remedial Action Report	Draft within 60 days of completion of work and receipt of all data and project documentation
Invoices for Payment	Monthly and at the completion of the specified work

### **3.7 Price Form**

Complete and submit the following price form with your bid response.

FEDERATED METALS: SOIL AND GROUNDWATER REMEDIATION (LNAPL) PHASE 3  
COST SPREADSHEET

Task No.	Description	Units	Estimated <sup>(1)</sup> Quantity	Unit Price (\$)	Total Price (\$)
1	Pre-Remedial Activities				
	1. QAPP Update (EPA compliant; draft and final)	LS			
	2. Health & Safety Plan (OSHA HAZWOPER)	LS			
	3. Permits and Approvals (City)	LS			
	4. Kickoff meeting: project and site manager	LS			
	task subtotal				
2	Mobilization/Demobilization				
	1. Mobilization/Demobilization	LS			
	2. Initial Pre-excavation LNAPL extraction (vac truck and/or other equipment, and operator/crew over 3 days)	Days	3		
	task subtotal				
3	Remediation (Soil and LNAPL)				
	1. Breaking, Excavation and Stockpiling: Concrete slabs	YD	40		
	2a. Excavation and Backfilling: overburden for reuse (0.0 to 7.5 feet bgs)	YD	2100		
	2b. Excavation and Stockpiling: smear and saturated zone, petroleum-contaminated soil (~7.5 to ~16 feet bgs)	YD	2325		
	3. Interim groundwater extraction (vac truck and/or other equipment, and operator/crew over 5 days)	Days	5		
	4. Site restoration: backfilling, grading and compaction	YD	2100		
	5. Site restoration per SESC Plan	sq. ft.	10,000		
	task subtotal				
4	Disposal				
	1. Contaminated soil	NT	4325		
	2. Waste Classification: Contaminated soil (new and existing)	LS			
	3. Heavy petroleum LNAPL and water	Gal	12,000		
	4. Waste from decontamination (if required)	LS			
	task subtotal				
5	Post-remediation sampling and laboratory analysis				
	1. Post-excavation soil sampling for EPH	EA	20		
	2. Post-excavation soil sampling contingency for PAH	EA	5		
	task subtotal				
6	Reporting (Remedial Action Report)	LS			
7	Project Management: scheduling, workscope implementation, billing	LS			
<b>TOTAL (BID ITEMS 1-6)</b>					
<b>OPTIONAL TASKS</b>					
Alt-1	Monitoring Well Installation and Gauging				
	1. Well Installation (two, 4-inch diameter, PVC well, installed up to 15 feet deep with stick up mount, professionally-surveyed, forms)	EA	2		
	2. Well Gauging (10 wells; monthly for two months)	LS			
	alternate task subtotal				
Alt-2	Concrete sampling and disposal				
	1. Concrete: Characterization	LS	1		
	2. Concrete: Existing and recently stockpiled	NT	1,000		
	alternate task subtotal				

**ATTACHMENT 1**

**SITE MAPS, LNAPL DELEATION MAPS**

**ATTACHMENT 2**

**FEDERAL WAGE AND OTHER REQUIREMENTS**

#### A. DAVIS BACON ACT PREVAILING WAGE REQUIREMENTS

The contractor shall comply with all applicable sections of the following specifications as they relate to the Davis-Bacon Act (40 U.S.C. §§ 3141-3148, formerly 40 U.S.C. §§276a to a-7) as supplemented by Department of Labor Regulation (29 CFR Part 3) (DBA). The Davis-Bacon Act requires that all Contractors and subcontractors performing on Federal contracts (and contractors or subcontractors performing on federally assisted contracts under the related Acts) in excess of \$2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits listed in the contract's Davis-Bacon wage determination for corresponding classes of laborers and mechanics employed on similar projects in the area. Davis-Bacon labor standards clauses must be included in covered contracts.

As required to be stated in this Bid Specification pursuant to 40 U.S.C. § 3142, the minimum wages to be paid various classes of laborers and mechanic under the Contract of this project shall be based on the wages the Secretary of Labor determines to be prevailing for the corresponding classes of laborers and mechanics employed on Projects of a character similar to the contract work in the civil subdivision of the State in which the work is to be performed.

#### B. U.S. EPA CLEANUP GRANT FEDERAL REQUIREMENTS

Portions of this work are being funded by a U.S. Environmental Protection Agency (EPA) Brownfield Grants:

The Contractor must adhere to all applicable federal requirements as identified in the Grants' Cooperative Agreement Terms and Conditions which are attached to the Bid Specifications and shall be made a part of the Contract. These requirements include, but are not limited to:

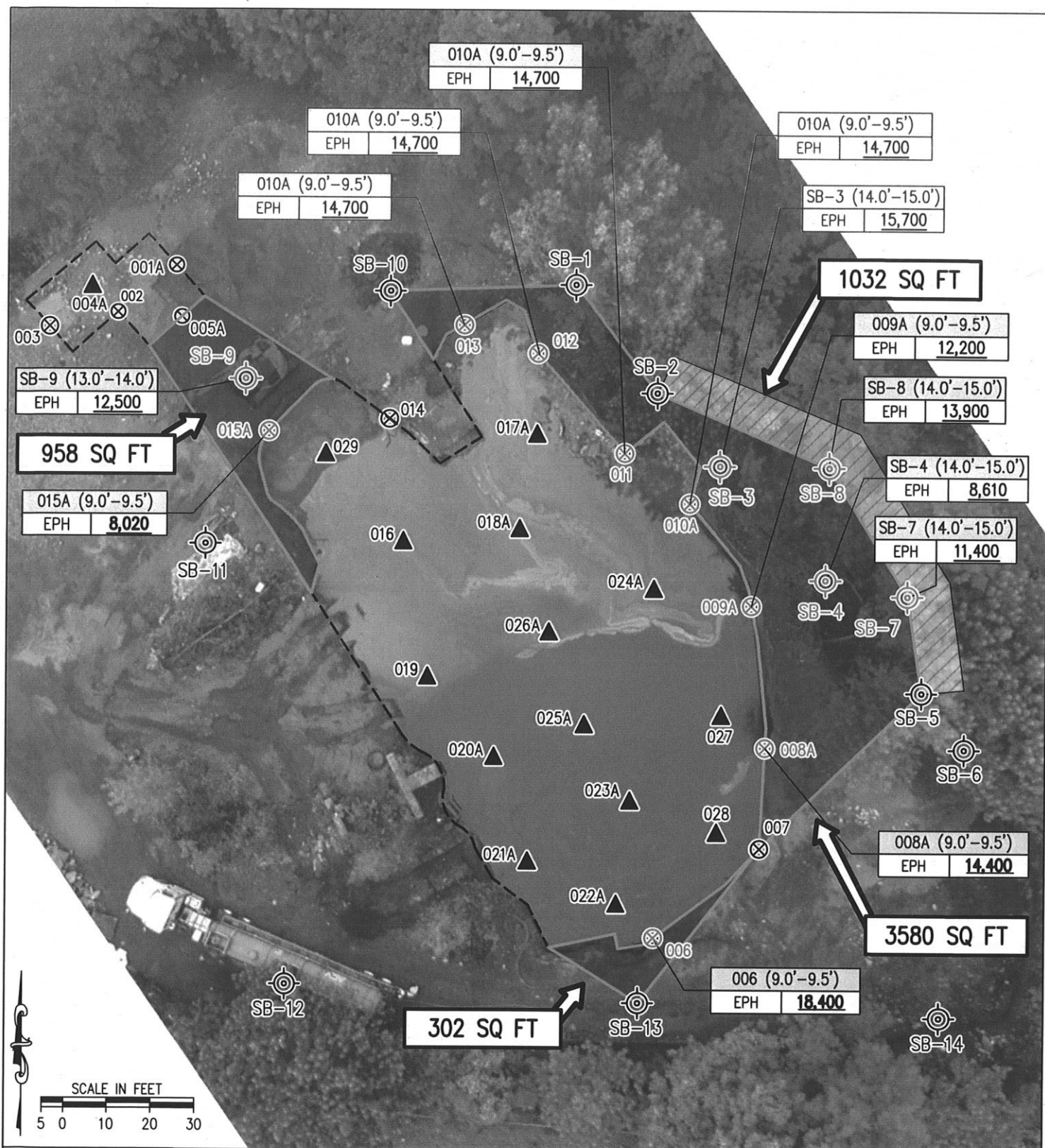
1. The Contract will be subject to those conditions of the cooperative agreement that relate to eligibility of costs and to contracts, including the administrative cost prohibition.
2. The Contract will be subject to regulations that govern contracts under cooperative agreements (such as, but not limited to, 40 CFR Part 31 requirements for accounting and record keeping, 40 CFR Part 30 requirements for financial reporting, and 40 CFR Part 35 Sub part O).
3. The Contract will be subject to general Federal requirements for contracts under cooperative agreement, including mandatory steps for contractors to follow related to areas such as the Davis Bacon Act and utilization of Disadvantaged Business Enterprise (DBE). Additional information regarding the Davis Bacon Act requirements can be found in the General Conditions of the Bid Specifications.
4. The relative cooperative agreement conditions and applicable regulations are included in this specification as an Attachment.
5. All, contractors and all of their subcontractors, must verify that they are not debarred from receiving Federal funds. All Bidders and all of their subcontractors must provide a properly executed form (attached) ensuring that they are not disbarred from receiving Federal funds. The Agency will consult the most current "List of Parties Excluded form Federal Procurement or Non-procurement Programs" to ensure that the Bidders and their subcontractors are not prohibited from participation in Federal assistance programs. The

Agency will comply with the requirements regarding sub awards to debarred and suspended parties described in 40 CFR 31.35 or 40 CFR 30.13.

The Minority-Owned Business Enterprise ("MBE") goal set under the grant agreement funding this work is 7% for Construction and 7% for Equipment, Supplies, and Services. The Woman Business Enterprise ("WBE") goal is 12.6% for Construction and 3.4% for Equipment, Supplies, and Services.

In addition, the Bidder must submit a "Federal Debarment Certification" for Contractors and Sub-Contractors for itself and all of its subcontractors with the Bid; the "Federal Debarment Certification" for Contractors and Sub-Contractors must be reproduced on the letterhead of the Bidder and subcontractors."





#### LEGEND

- = LNAPL PLUME DELINEATION
- = EXCAVATION BOUNDARY (PARS 2021 RA)
- = ASSUMED LNAPL PLUME LIMITS
- X = SIDEWALL SAMPLE LOCATION (PARS 2021 RA)
- = BASE SAMPLE LOCATION (PARS 2021/2022 RA)
- = SOIL BORING LOCATION

NOTE:  
 1. CONCENTRATIONS DISPLAYED IN MILLIGRAMS PER KILOGRAM.  
 2. SAMPLE DEPTH INTERVALS ARE SHOWN IN PARENTHESES (X'-Y') AS FEET BELOW GROUND SURFACE.  
 3. SAMPLES RESULTS EXCEEDING RESIDUAL PRODUCT/FREE PRODUCT LIMIT ARE SHOWN BOLD AND UNDERLINED AND SAMPLE LOCATIONS SHOWN IN RED.  
 4. EXCAVATION WEST OF 2021 PARS RA WAS COMPLETED BY BRINKERHOFF AND CLEAN SIDEWALLS AND BASES WERE OBTAINED.

FIGURE 2  
 LNAPL DELINEATION MAP  
 FEDERATED METALS  
 300 ENTERPRISE AVE  
 TRENTON, NJ



DRAWN BY:	MN	JOB NUMBER:	329-25
CHECKED BY:	CP	DATE:	11/22/22



## **New Jersey Economic Development Authority (NJEDA)**

### **Labor Compliance Department**

### **Prevailing Wage (PW) and Affirmative Action (AA) Pre-Construction Packet**

All forms can be found online at:  
[Labor Standards Compliance - NJEDA](#)

This packet is intended as a guide for contractors to help them maintain compliance throughout the life of the project. The following is a list of documents required for Labor Standards Compliance on NJEDA and PW and AA projects.

<b>NJEDA Contractor Portal Registration and NJDOL Debarment Status</b>	
1.	Web Portal & Contractor Registration - Instructions
2.	Current NJ Debarment List: <a href="https://www.nj.gov/labor/forms_pdfs/lse/debar.pdf">https://www.nj.gov/labor/forms_pdfs/lse/debar.pdf</a>

<b>PW and AA Pre-Construction Packet</b>	
3.	Contractor Registration Law (Chapter 376)
4.	Custom Fabrication Law
5.	Mandatory Contract Language; NJ Prevailing Wage*
6.	Mandatory Contract Language; Affirmative Action
7.	PW & AA Addendum to the Construction Contract (Business Entity Receiving Financial Assistance & GC/Prime/CM and Landlord)
8.	PW & AA Addendum to the Construction Contract (GC/Prime/CM and Subcontractors)
9.	County Goals for Minority and Women Participation
10.	AA FORM 1: Initial Construction Project Workforce Report
11.	AA FORM 2: Monthly Project Workforce Report
12.	Certified Payroll Report
13.	Sample Referral Letters for Good Faith Efforts (GFE)
14.	NJ Law Prohibits Discrimination in Employment Labor Poster
15.	PW & AA Completion Certificate
16.	Sample Contractor Release Letter

<b>For Informational Purposes Only</b>	
17.	Employee Misclassification (Employee vs. Independent Contractors)

**PW & AA Requirements for Construction projects can be found on the NJEDA's Website at:**  
[Labor Standards Compliance - NJEDA](#)

**\*Information about the Economic Recovery Act:**  
[New Jersey Economic Recovery Act - NJEDA](#)

**NJEDA AFFIRMATIVE ACTION AND PREVAILING WAGE- ADDENDUM TO THE CONSTRUCTION CONTRACT  
Business Entity Receiving Financial Assistance and/or Applicant/Leasee, General Contractor, Construction Manager,  
and Landlord  
PW and AA Certification Form**

**Pursuant to N.J.A.C. 19:30 SUBCHAPTER 3 & 4 and Economic Recovery Act, P.L. 2020, c. 156 (as amended by P.L. 2021, c. 160)**

I/We, the undersigned certify to the New Jersey Economic Development Authority that the Authority's "Prevailing Wage and Affirmative Action Addendum to Construction Contract" has/will be included as part of all of this project's construction contract(s) greater than \$2,000.

If applicable, the landlord of the recipient of EDA financial assistance is ONLY required to sign this form, when the greater of the tenant required occupancy percentage of the facility as required for the Program under which the recipient is receiving financial assistance is, or will be leased by the recipient, at the time of the contract and under any agreement to subsequently lease the facility.

**Project Name, Address, and Description of where construction will be undertaken:**

<b>ENTITY RECEIVING EDA FINANCIAL ASSISTANCE AND/OR APPLICANT/LEASEE</b>		
	Company Name of Entity receiving EDA Assistance and/or Applicant/Leasee	
	Mailing Address of Entity receiving assistance and/or Applicant/Leasee (Street Address / P.O. / City / State/ Zip)	
	Name and Title of Authorized Signatory X	Phone
	Signature of Authorized representative of Entity receiving EDA Assistance and/or Applicant/Leasee	Date of Signature
	E-mail address	

<b>GENERAL CONTRACTOR/ PRIME CONTRACTOR/ CONSTRUCTION MANAGER</b>		
	Company Name of General Manager, Prime Contractor, or Construction Manager	
	Mailing Address of General Contractor, Prime Contractor, or Construction Mgr. (Street Address / P.O. / City / State/ Zip)	
	Name and Title of Authorized Signatory X	Phone
	Signature of Authorized Representative	Date of Signature
	Name of Person in Payroll, Accounting, etc. responsible for preparing monthly reports	E-mail address

<b>LANDLORD OF RECIPIENT (IF APPLICABLE)</b>		
	Company Name of Landlord of Entity above	
	Mailing Address of Landlord of Entity above (Street Address / P.O. / City / State/ Zip)	
	Name and Title of Authorized Signatory X	Date of Signature
	Signature of Authorized Representative of Landlord of Entity above	Phone
	E-mail address	

**The General Contractor must scan and upload the signed Certification(s) at the beginning of the construction project to:  
NJ Economic Development Authority - Labor Compliance Dept. via <https://aonline.njeda.com/aaweb/>**



# New Jersey Economic Development Authority (NJEDA)

## Labor Compliance Department

### Affirmative Action (AA) & Prevailing Wage (PW) Contractor Web Portal

As of January 1, 2015, General Contractors are required to submit all mandatory NJEDA Labor Compliance Documents via the Contractor Web Portal.

Web Portal Address: <https://aaonline.njeda.com>

#### Mandatory NJEDA Labor Compliance Documents

- NJEDA Affirmative Action & Prevailing Wage - Addendum to Construction Contract Signature Page:
    - Business Entity Receiving Financial Assistance and General Contractor
    - General Contractor and each Subcontractor (all tiers)
    - Business Entity Receiving Financial Assistance, Landlord, and General Contractor (if applicable)
      - Contractor Registration Certificate for the General Contractor and each Subcontractor (all tiers)
  - NJEDA AA Form 1: Initial Construction Project Workforce Manning Report\*
  - NJEDA AA Form 2: Monthly Project Workforce Report\*
  - Certified Payroll Reports
  - Good Faith Effort (GFE) Referral Letters
- \* Electronic Submissions completed within the Contractor Web Portal – not uploaded

**NOTE:** Uploading of Certified Payroll Reports does not apply to Hurricane Sandy construction projects. Please contact the Sandy compliance officer for instructions.

#### Instructions for the PW and AA Contractor Web Portal

**REGISTRATION:** (Only for Contractors who do not already have an account)

1. Go to <http://aaonline.njeda.com>
2. Click on the box “REGISTER FOR AN ACCOUNT” located on the upper right-hand side
3. Read the Agreement page and click “Accept”
4. Fill in your information on the REGISTER FOR ELECTRONIC SUBMISSION page then click SUBMIT
5. Following your submission, you will receive an email notification with your logon information (which will be your email address) and a Temporary Password. Log back in with the temporary password and change your password

#### UPLOADING DOCUMENTS:

- 1) Go to <http://aaonline.njeda.com>
- 2) Log in to the Web Portal using your email address and Password
- 3) Click on the grey box “UPLOAD Document” located on the upper right-hand side
- 4) Select what type of document you would like to upload and press continue
- 5) Please note that all contractors (all Tiers) **AWARDED ON OR AFTER April 1, 2020** on an NJEDA project are required to be registered with DOL as a Public Works Contractor. All Contractors are required to provide their Contractor Registration Certificate (CRC) via the Portal. More information about this can be obtained by going to the DOL website: [Wage and Hour Compliance | Register with the Department \(nj.gov\)](#)
- 6) Select the AAPWR number after clicking the down arrow; or if the project number does not appear, please type in the number in the given box

\*\*If you do not know your AAPWR Number contact your EDA Compliance Officer\*\*
- 7) As prompted for each compliance document type, enter Subcontractor's name
- 8) Click Select and navigate to the file you wish to upload, **ALL** documents must be submitted in Adobe PDF format
- 9) Click “Upload File”
- 10) Use the “Click here” to continue to upload more documents or if you are finished click “Logout”

# CONTRACTOR REGISTRATION LAW

## CHAPTER 376 (CORRECTED COPY)

AN ACT concerning public works contractor registration and amending P.L.1999, c.238.

**BE IT ENACTED** by the Senate and General Assembly of the State of New Jersey:

1. Section 3 of P.L.1999, c.238 (C.34:11-56.50) is amended to read as follows:

C.34:11-56.50 Definitions relative to public works contractors.

3. As used in this act:

"Commissioner" means the Commissioner of Labor and Workforce Development or his duly authorized representatives.

"Contractor" means 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," P.L.1963, c.150 (C.34:11-56.25 et seq.), or who is required to pay its workers the prevailing wage by any other provision of law, and includes any subcontractor or lower tier subcontractor of a contractor as defined herein.

"Department" means the Department of Labor and Workforce Development.

"Director" means the Director of the Division of Wage and Hour Compliance in the Department of Labor and Workforce Development.

"Worker" includes laborer, mechanic, skilled or semi-skilled laborer and apprentices or helpers employed by any contractor or subcontractor and engaged in the performance of services directly upon a public work, who have completed or are actively participating in a registered apprenticeship program, regardless of whether their work becomes a component part thereof, but does not include material suppliers or their employees who do not perform services at the job site.

"Registered apprenticeship program" means an apprenticeship program which is registered with and approved by the United States Department of Labor and which provides each trainee with combined classroom and on-the-job training in an occupation recognized as an apprenticeable trade and meets the program standards of enrollment and graduation under 29 C.F.R. s.29.6

2. Section 4 of P.L.1999, c.238 (C.34:11-56.51) is amended to read as follows:

C.34:11-56.51 Registration required for contractors, subcontractors.

4. No contractor shall bid on any contract for public work as defined in section 2 of P.L.1963, c.150 (C.34:11-56.26), or for which payment of the prevailing wage is required by any other provision of law, unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to P.L.1999, c.238 (C.34:11-56.48 et seq.) at the time the bid is made. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to that act.

3. Section 8 of P.L.1999, c.238 (C.34:11-56.55) is amended to read as follows:

C.34:11-56.55 Submission of all subcontractor registration certificates by contractor.

8. Each contractor shall, after the bid is made and prior to the awarding of the contract, submit to the public entity, including, but not limited to, any authority, board, or commission, the certificates of registration for all subcontractors listed in the bid proposal. Applications for registration shall not be accepted as a substitute for a certificate of registration for the purposes of this section.

4. This act shall take effect on the first day of the third month following enactment.

Approved January 21, 2020.

# Custom Fabrication

*December 2021*



# Custom Fabrication

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- ❖ The custom fabrication law to include part (b) 34:11-56.26. Definitions, as used in this act:  
“**Custom fabrication**” means:
  - (a) the fabrication of plumbing, heating, cooling, ventilation or exhaust duct systems, and mechanical insulation; or
  - (b) any other fabrication which is either of components or structures pre-fabricated to specifications for a particular project of public work or of other materials finished into components without further modification for use in a project of public work or for use in a type or classification of a project of public work.
- ❖ As it applies to a prevailing wage project, when the offsite work meets the definition of custom fabrication the off-site work would also be covered.

**Essentially**, for the work to be covered under custom fabrication, it must be built to specifications for the project.





## **New Jersey Economic Development Authority**

### **MANDATORY CONSTRUCTION CONTRACT LANGUAGE PAYMENT OF PREVAILING WAGES IN AUTHORITY PROJECTS**

#### **N.J.A.C. 19:30 SUBCHAPTER 4. PAYMENT OF PREVAILING WAGES IN AUTHORITY PROJECTS**

The New Jersey Economic Development Authority "*Prevailing Wage Addendum to Construction Contract*", which is provided by the Authority as part of its application for financial assistance and also available at [http://www.njeda.com/public-information/affirmative\\_action/projects](http://www.njeda.com/public-information/affirmative_action/projects) must be part of all construction contracts and must be signed by the project owner/applicant, prime contractor and subcontractor (all tiers), and by the owner/applicant or recipient of authority financial assistance/ landlord, unless specifically exempted by N.J.A.C. 19:30-4.2.

#### **N.J.A.C. 19:30-4.2 Payments of prevailing wages in projects receiving assistance**

(a) Not less than the prevailing wage rate shall be paid to workers employed in the performance of any construction contract, including contracts for mill work fabrication, undertaken in connection with Authority financial assistance or any of its projects, those projects which it undertakes pursuant to P.L. 2002, c. 43 (N.J.S.A. 52:27BBB-1 et seq.), or undertaken to fulfill any condition of receiving Authority financial assistance, including the performance of any contract to construct, renovate, or otherwise prepare a facility for operations which are necessary for the receipt of Authority financial assistance, unless the work performed under the contract is:

1. Performed on a facility owned by a landlord of the entity receiving the assistance;
2. The landlord is a party to a construction contract(s); and
3. Less than 55 percent of the facility is leased by the entity at the time of the contract and under any agreement to subsequently lease the facility.

(b) In accordance with P.L. 2007, c. 245 (N.J.S.A. 34:1B-5.1), nothing in this subchapter shall be construed as requiring the payment of prevailing wage for construction commencing more than two years after an entity has executed with the Authority a commitment letter regarding Authority financial assistance and the first payment or other provision of the assistance is received.

#### **N.J.A.C. 19:30-4.3 Assurances required**

(a) Recipients of Authority financial assistance for construction contract shall deliver a NJEDA affirmative action completion certificate to the Authority (or designated agent for the Authority), upon completion of the contract, signed by an authorized representative of the recipient, representing and confirming that:

1. It has complied and has caused its landlord, if applicable, contractors and subcontractors to comply with the requirements of N.J.A.C. 19:30-4.2; or
2. It has not entered into any construction contracts subject to the provisions of N.J.A.C. 19:30-4.2(a) and its landlord has not entered in any contracts pursuant to N.J.A.C. 19:30-4.2(a).

**N.J.A.C. 19:30-4.4 Contract provisions required**

(a) **All construction contracts in the amount of \$2,000** or more shall require that:

1. Prime contractors maintain and submit certified payrolls to the Authority; or
2. Contractors and subcontractors:
  - i. Permit the Authority, or its designated agent, complete access to payroll records and other records for purposes of determining compliance with the provisions of this subchapter; and
  - ii. Keep accurate records showing the name, craft or trade, and actual hourly rate of wages paid to each worker employed in connection with the performance of the contract and to preserve such records for two years from the date of payment.

In the event a construction contract has been executed between a project owner/applicant; or; a landlord not exempted by N.J.A.C. 19:30-3.4, and the contractor (or subcontractor) before the project owner/applicant applied to and/or received final approval, the Authority will require that any executed construction contract(s) be amended to include the NJEDA *“Prevailing Wage Addendum to Construction Contract”*, on a go-forward basis or incorporate such addendum by a side letter agreement.

## New Jersey Economic Development Authority

### AFFIRMATIVE ACTION IN AUTHORITY-FINANCED CONSTRUCTION PROJECTS MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

Pursuant to N.J.A.C. 19:30 SUBCHAPTER 3.

#### **N.J.A.C. 19:30-3.5 Construction contracts**

1. The New Jersey Economic Development Authority “*Affirmative Action Addendum to Construction Contract*”, which is provided by the Authority as part of its application for financial assistance and also available at [http://www.njeda.com/public-information/affirmative\\_action/projects](http://www.njeda.com/public-information/affirmative_action/projects), must be part of all construction contracts and must be signed by the project owner/applicant, prime contractor and subcontractor (all tiers).
2. Unless specifically exempted by N.J.A.C. 19:30-3.4 or 3.5(b), 10 percent of every disbursement for each construction contract in connection with the construction project shall be retained by the project owner/applicant, agent, trustee or lender until 50 per cent completion of the contract. Upon notification to the AA Compliance Officer that a contract is 50 percent complete and confirmation from the AA Compliance Officer that the project is in substantial compliance with this subchapter, five percent of every disbursement for each construction contract must be retained. Upon approximately 90 percent completion of the construction contract and receipt of an Authority Affirmative Action Completion Certificate that is acceptable to the Authority, the Authority will notify the project owner/applicant that the remaining retainage may be released.
3. 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 or subcontractor 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.
4. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority setting forth provisions of this nondiscrimination clause.
5. The contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor or subcontractor, 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.
6. The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding, a referral letter, to be provided by the Authority, advising the labor union or workers’ representative of the contractor’s commitments under this subchapter and shall post copies of the referral letters in conspicuous places available to employees and applicants for employment.

7. The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-7.2; provided, however, that the Authority may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed in N.J.A.C. 19:30-3.6 (see below), as long as the Authority is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Authority, that its percentage of active “card-carrying” members who are minority and women workers is equal to or greater than the applicable employment goals established in accordance with N.J.A.C. 17:27-7.2.
8. The general contractor that is awarded a construction contract or the project owner/applicant must submit an initial project workforce report to the Authority. Each initial workforce report shall identify the estimated workforce requirements, by trade or craft, of the construction contractors and subcontractors for the duration of the construction contract.
9. The general contractor must submit a monthly project workforce report to the Authority within 15 business days after the end of the reporting month.
10. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
11. In the event a construction contract has been executed between a project owner/applicant; Or; a landlord not exempted by N.J.A.C. 19:30-3.4, and the contractor or subcontractor before the project owner/applicant applied to and/or received final approval, the Authority will require that any executed construction contract(s) be amended to include the NJEDA “*Affirmative Action Addendum to Construction Contract*”, on a go-forward basis or incorporate such addendum by a side letter agreement.

#### 19:30-3.6 Good Faith

- (a) A contractor will be considered in compliance with this subchapter only if the contractor has made good faith efforts to meet the minority and women hiring goals for each trade or craft employed on the project. The goals are expressed as percentages of the total hours worked on the project in each trade. The goals are established by the Department of the Treasury, Division of Public Contracts Equal Employment Opportunity Compliance and can be found at the Division’s website at: [www.state.nj.us/treasury/contract\\_compliance/](http://www.state.nj.us/treasury/contract_compliance/).

The contractor must take the following steps in demonstrating good faith effort:

1. When hiring or scheduling workers in each construction trade, the contractor or subcontractor shall make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Authority may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by this paragraph and (a) 2 below, as long as the Authority is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Authority, that its percentage of “card carrying” members who are minority and

women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3.

A good faith effort by the contractor or subcontractor shall include compliance with the following procedures:

- i. 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 this subchapter [N.J.A.C. 19:30 Subchapter 3] as supplemented and amended from time to time. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to commencement of construction work, the contractor or subcontractor shall attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor shall be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under N.J.A.C. 19:30-3.6(a)2 below; and the contractor or subcontractor shall take said action immediately if it determines or is so notified by the Authority that the union is not referring minority and women workers consistent with the applicable employment goal.
2. If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (a)1 above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall take the following actions consistent with the applicable county employment goals:
  - i. Notify the Authority's Affirmative Action Compliance Officer and minority and women referral organizations listed by the Department of the Treasury, Division of Public Contracts Equal Employment Opportunity Compliance pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers.
  - ii. Notify any minority and women workers who have been listed with it as awaiting available vacancies;
  - iii. Prior to commencement of work, 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;
  - iv. 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 at [http://careerconnections.nj.gov/careerconnections/plan/support/njccsites/one\\_stop\\_career\\_centers.shtml](http://careerconnections.nj.gov/careerconnections/plan/support/njccsites/one_stop_career_centers.shtml) and other approved referral sources in the area until such time as the workforce is consistent with the employment goal; and

- v. If it is necessary to lay off any of the workers in a given trade on the construction site, assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et seq.;
- 3. The contractor or subcontractor shall adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
  - i. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possess the requisite skills, and experience as recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Authority. If necessary, the contractor or subcontractor shall hire or schedule minority workers who qualify as trainees pursuant to these rules. All of these requirements, however, are limited by the provisions of N.J.A.C. 19:30-3.6(a) 4 below.
  - ii. If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested woman or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.
  - iii. If, for any reason, a 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 Authority's Affirmative Action Compliance Officer.
  - iv. The contractor or subcontractor shall 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 Authority and submitted promptly to the Authority's Affirmative Action Compliance Officer upon request.
- 4. Nothing contained in N.J.A.C. 19:30-3.6(a) 2 above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred to N.J.A.C.19:30-3.6(a) 2 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 workers 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, in implementing the procedures of (a) 2 above, the contract or subcontractor 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 Authority an initial EDA project workforce report provided by the Authority for distribution to and completion by the contractor, in accordance with N.J.A.C. 19:30-3.7. The contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Authority. The contractor agrees to notify the Authority and at least two minority referral organizations of the contractor's labor needs, and to request referrals of minority and women workers. The contractor shall leave standing requests for referrals of minority and women workers with the local unions, the State Employment Service, New Jersey Bureau of Apprenticeship and Training and at least two referral sources designated from time to time by the Authority until such a time as the contractor has met its hiring goals.

5. In conforming with the applicable employment goals, the contractor or subcontractor shall review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

(b) When compliance challenges are initiated pursuant to N.J.A.C. 19:30-3.8, the Authority shall consider the following factors in its determination of whether a contractor or subcontractor has acted in good faith:

1. Whether the contractor or subcontractor has knowledge of and has considered the general availability of minorities and women having requisite skills in the immediate labor area;
2. Whether the contractor or subcontractor has knowledge of and has considered the percentage of minorities and women in the total workforce in the immediate labor area;
3. Whether, when the opportunity has presented itself, the contractor or subcontractor has considered promoting minority and women employees within its organization;
4. Whether the contractor or subcontractor attempted to hire minorities and women based upon the anticipated expansion, contraction and turnover of its workforce;
5. Whether the contractor or subcontractor has the ability to consider undertaking training as a means of making all job classifications available to minorities and women and whether it has done so;
6. Whether the contractor or subcontractor has utilized the available recruitment resources to attract minorities and women with requisite skills, including but not limited to training institutions, job placement services, referral agencies, newspapers, trade papers, faith-based organizations, and community-based organizations; and
7. Whether the contractor or subcontractor has documented its attempts to attain the goals.

**NJEDA AFFIRMATIVE ACTION AND PREVAILING WAGE- ADDENDUM TO THE CONSTRUCTION CONTRACT  
Business Entity Receiving Financial Assistance and/or Applicant/Leasee, General Contractor, Construction Manager,  
and Landlord  
PW and AA Certification Form**

**Pursuant to N.J.A.C. 19:30 SUBCHAPTER 3 & 4 and Economic Recovery Act, P.L. 2020, c. 156 (as amended by P.L. 2021, c. 160)**

I/We, the undersigned certify to the New Jersey Economic Development Authority that the Authority's "Prevailing Wage and Affirmative Action Addendum to Construction Contract" has/will be included as part of all of this project's construction contract(s) greater than \$2,000.

If applicable, the landlord of the recipient of EDA financial assistance is ONLY required to sign this form, when the greater of the tenant required occupancy percentage of the facility as required for the Program under which the recipient is receiving financial assistance is, or will be leased by the recipient, at the time of the contract and under any agreement to subsequently lease the facility.

**Project Name, Address, and Description of where construction will be undertaken:**

<b>ENTITY RECEIVING EDA FINANCIAL ASSISTANCE AND/OR APPLICANT/LEASEE</b>		
	Company Name of Entity receiving EDA Assistance and/or Applicant/Leasee	
	Mailing Address of Entity receiving assistance and/or Applicant/Leasee (Street Address / P.O. / City / State/ Zip)	
	Name and Title of Authorized Signatory X	Phone
	Signature of Authorized representative of Entity receiving EDA Assistance and/or Applicant/Leasee	Date of Signature
	E-mail address	

<b>GENERAL CONTRACTOR/ PRIME CONTRACTOR/ CONSTRUCTION MANAGER</b>		
	Company Name of General Manager, Prime Contractor, or Construction Manager	
	Mailing Address of General Contractor, Prime Contractor, or Construction Mgr. (Street Address / P.O. / City / State/ Zip)	
	Name and Title of Authorized Signatory X	Phone
	Signature of Authorized Representative	Date of Signature
	Name of Person in Payroll, Accounting, etc. responsible for preparing monthly reports	E-mail address

<b>LANDLORD OF RECIPIENT (IF APPLICABLE)</b>		
	Company Name of Landlord of Entity above	
	Mailing Address of Landlord of Entity above (Street Address / P.O. / City / State/ Zip)	
	Name and Title of Authorized Signatory X	Date of Signature
	Signature of Authorized Representative of Landlord of Entity above	Phone
	E-mail address	

**The General Contractor must scan and upload the signed Certification(s) at the beginning of the construction project to:  
NJ Economic Development Authority - Labor Compliance Dept. via <https://aonline.njeda.com/aaweb/>**





NJEDA AAPWR NUMBER: \_\_\_\_\_

**NJEDA PREVAILING WAGE AND AFFIRMATIVE ACTION- ADDENDUM TO THE CONSTRUCTION CONTRACT**  
**General Contractor and Sub-contractor (all tiers) PW and AA Certification Form**

(Please complete one for each sub-contractor, both the General Contractor and Sub-Contractor must sign below)

**Pursuant to N.J.A.C. 19:30 SUBCHAPTER 3 & 4 and Economic Recovery Act, P.L. 2020, c. 156 (as amended by P.L. 2021, c. 160)**

I/We, the undersigned certify to the New Jersey Economic Development Authority that the Authority's "Prevailing Wage and Affirmative Action Addendum to Construction Contract" has/will be included as part of all of this project's construction contract(s) greater than \$2,000.

Project Name, Address, and Description of where construction will be undertaken:		
GENERAL CONTRACTOR/ PRIME CONTRACTOR/ or CONSTRUCTION MANAGER		
	Company Name of General Manager, Prime Contractor, or Construction Manager	
	Mailing Address of General Contractor, Prime Contractor, or Construction Mgr. (Street Address / P.O. / City / State/ Zip)	
	Signatory Name and Title X	Phone
	Signature of Authorized Representative	Date of Signature
	Name of Person in Payroll, Accounting, etc. responsible for preparing monthly reports	
SUBCONTRACTOR		
	Company Name of Subcontractor	
	Mailing Address of Subcontractor (Street Address / P.O. / City / State/ Zip)	
	Signatory Name and Title X	Phone
	Signature of Authorized Representative	Date of Signature
	Name of Person in Payroll, Accounting, etc. responsible for preparing monthly reports	E-mail address
SUBCONTRACTOR (Lower tier) if applicable		
	Company Name of Subcontractor (lower tier)	
	Mailing Address of Subcontractor (lower tier) (Street Address / P.O. / City / State/ Zip)	
	Signatory Name and Title X	Phone
	Signature of Authorized Representative	Date of Signature
	Name of Person in Payroll, Accounting, etc. responsible for preparing monthly reports	E-mail address

The General Contractor must scan and upload the signed Certification(s) at the beginning of the construction project to:  
NJ Economic Development Authority - Labor Compliance Dept. via <https://aaonline.njeda.com/aaaweb/>



New Jersey Department of Treasury  
Equal Employment Opportunity and Affirmative Action

COUNTY GOALS FOR MINORITY AND WOMEN  
WORKFORCE PARTICIPATION - CONSTRUCTION  
(In accordance with N.J.A.C. 17:27-7.2)

Available at the Department's website at : [http://www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)

Trade	Minority %	Women %
ATLANTIC	18	6.9
BERGEN	22	6.9
BURLINGTON	15	6.9
CAMDEN	19	6.9
CAPE MAY	5	6.9
CUMBERLAND	27	6.9
ESSEX	53	6.9
GLOUCESTER	9	6.9
HUDSON	60	6.9
HUNTERDON	3	6.9
MERCER	30	6.9
MIDDLESEX	24	6.9
MONMOUTH	15	6.9
MORRIS	16	6.9
OCEAN	7	6.9
PASSAIC	36	6.9
SALEM	10	6.9
SOMERSET	20	6.9
SUSSEX	4	6.9
UNION	45	6.9
WARREN	5	6.9

## LABOR COMPLIANCE DEPARTMENT

36 West State Street, Trenton, NJ 08625-0990

## INITIAL CONSTRUCTION PROJECT WORKFORCE REPORT (NJEDA AA Form 1)

1. NJEDA PROJECT No. (5 digits e.g. 12345)		2. AAPW Record ID		5. Co. receiving EDA Finance Assistance or Real Estate Project Name	
3. NAME AND ADDRESS OF GENERAL CONTRACTOR OR CONSTRUCTION MGR.					
(NAME)		6. DATE OF AWARD		7. DOLLAR AMOUNT OF AWARD	
(STREET ADDRESS)		8. NAME & ADDRESS OF PROJECT			
NJ					
(CITY)	(STATE)	(ZIP CODE)	9. NJ COUNTY that Project is Located in:		10. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)?
					Yes or No
11. TRADE OR CRAFT		PROJECTED EMPLOYEES (HEADCOUNT)			PROJECT MILESTONES
	12. TOTAL HEADCOUNT	13. # OF WOMEN (AS A SUBSET OF 12. TOTAL)	14. # OF MINORITIES (AS A SUBSET OF 12. TOTAL)	15. PROJECTED PHASE-IN DATE	16. PROJECTED COMPLETION DATE
1. ASBESTOS WORKER					
2. ASPHALT WORKER					
3. BOILER MAKER					
4. BRICK LAYER					
5. CARPENTER					
6. CEMENT FINISHERS					
7. DOCK BUILDER					
8. DRILLER					
9. ELECTRICIAN					
10. ELEVATOR CONSTRUCTION					
11. FLOOR LAYER					
12. GLAZIERS					
13. HVAC					
14. IRON WORKER					
15. INSULATION MECHANIC					
16. LABORER					
17. MASON					
18. MECHANIC					
19. MILLWRIGHT					
20. OPERATING ENGINEER					
21. PAINTERS					
22. PIPE FITTER					
23. PLASTERER					
24. PLUMBER					
25. ROOFER					
26. SHEETMETAL WORKER					
27. SPRINKLER FITTER					
28. SURVEYOR					
29. TEAMSTER, TRUCK DRIVER					
30. TELEDATA - ELECTRICIAN					
31. TILE LAYER; TITLE SETTER					
32. TAPER					
33. WELDER					
34. OTHER LABOR FOREMAN					
TOTAL					

SAMPLE

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

Please submit electronically on the AA Web Portal

<https://aaonline.njeda.com>

NJEDA AA Form 2

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

Labor Compliance Department

36 West State Street

Trenton, NJ 08625-0990

(973) 855-3447   affirmativemotion@njeda.com \* e-mail

Revised 2021 Nov

MONTHLY PROJECT WORKFORCE REPORT - CONSTRUCTION (NJEDA AA Form 2)

Complete and submit form at: <http://aaonline.njeda.com>

1. Name & Address of General Contractor

2. NJEDA AAPW Report ID

3. Contractor FID OR SS Number

4. Reporting Month (mm/dd/yyyy)

5. Name of Company that is Recipient of NJEDA Financial Assistance

6. Date Gen. Contract was awarded

7. Name & Address of Project

8. County

9. NJEDA Project No. (5 digits)

(Name)

(Address)

(City)

(State)

(Zip Code)

10. CONTRACTOR NAME (LIST GENERAL CONTRACTOR WITH SUBS FOLLOWING)	11. PERCENT OF WORK COMPLETED	12. TRADE OR CRAFT	13. CLASS:	14. NUMBER OF EMPLOYEES						15. TOTAL	16. WORK HOURS		17. % OF WORK HRS		18. CUMULATIVE WORK HRS		19. CUM. % OF W/H		CPRs **						
				A.	B.	C.	D.	E.	F.	NO. OF MIN. EMP.	TOTAL WORK HOURS	A.	B.	A.	B.	TOTAL WORK HOURS	A.	B.	A.	B.	mm/dd/yyyy	mm/dd/yyyy	mm/dd/yyyy	mm/dd/yyyy	mm/dd/yyyy
				TOTAL	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	WOMEN			MIN W/H	WOM W/H	% OF MIN W/H	% OF WOM W/H	MIN. HOURS	WOMEN HOURS	% OF MIN W/H	% OF WOM W/H	week 1	week 2	week 3	week 4	week 5	
			F																						
			J																						
			AP																						
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20. COMPLETED BY (PRINT OR TYPE)

I CERTIFY THAT THE INFORMATION ON THIS FORM IS TRUE AND CORRECT

(NAME)

(SIGNATURE)

(TITLE)

(AREA CODE)

(TELEPHONE NUMBER)

(EXT.)

(COMPANY NAME)

(DATE)

\*\* Please indicate "No Work" for weeks where no construction was conducted at the construction site.

# New Jersey Law Prohibits Discrimination in Employment

- ON THE BASIS OF:** Race, Creed, Color, National Origin, Age, Ancestry, Nationality, Marital or Domestic Partnership or Civil Union Status, Sex, Gender Identity or Expression, Disability, Liability for Military Service, Affectional or Sexual Orientation, Atypical Cellular or Blood Trait, Genetic Information (including the refusal to submit to genetic testing)
- BY:** Private or State and Local Government Employers, Employment Agencies, or Labor Unions
- WITH RESPECT TO:** Hiring, Promotion, Transfer, Demotion, Termination, Salary, Benefits, Other Privileges, Conditions or Terms of Employment, Layoff, Harassment, Apprenticeship and Training Programs, Job Referrals, or Union Membership
- OR:** In Retaliation for Filing a Complaint, Participating or Testifying in Any Proceedings or for Opposing Any Acts Forbidden under the New Jersey Law Against Discrimination
- REMEDY MAY INCLUDE:** An Order Restraining Unlawful Discrimination, Back Pay, Damages for Pain and Humiliation Experienced as a Result of Unlawful Discrimination, Punitive Damages, and Attorney's Fees

*It is also unlawful to publish employment advertisements which discriminate against persons in violation of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.*

**Violations Should Be Reported To the Nearest Office  
of the NJ Division on Civil Rights or Call Toll Free at 866-405-3050**

**Atlantic City**

26 S. Pennsylvania Avenue, 3<sup>rd</sup> Floor  
Atlantic City, NJ 08401  
(609) 441-3100 (Phone)  
(609) 441-7648 (TTY)

**Camden**

One Port Center  
2 Riverside Drive, 4<sup>th</sup> Floor  
Camden, NJ 08103  
(856) 614-2550 (Phone)  
(856) 614-2574 (TTY)

**Jersey City**

574 Newark Avenue, 3<sup>rd</sup> Floor  
Jersey City, NJ 07306  
(201) 798-5168 (Phone)

**Newark**

31 Clinton Street, 3<sup>rd</sup> Floor  
Newark, NJ 07102  
(973) 648-2700 (Phone)  
(973) 648-4678 (TTY)

**Paterson**

100 Hamilton Plaza, 8<sup>th</sup> Floor  
Paterson, NJ 07501  
(973) 977-4500 (Phone)  
(973) 977-1955 (TTY)

**Trenton**

140 East Front Street, 6<sup>th</sup> Floor  
Trenton, NJ 08625  
(609) 292-4605 (Phone)  
(609) 292-1785 (TTY)

**[www.NJCivilRights.org](http://www.NJCivilRights.org)**

*The regulations of the New Jersey Division on Civil Rights require that all employers, employment agencies and labor organizations who are covered by the New Jersey Law Against Discrimination shall display this official poster in places easily visible to all employees and applicants. N.J.A.C. 13:8-1.2.*



**CIVIL RIGHTS**

Payroll Certification for Public Works Projects  
for Contractor and Subcontractor's Weekly and Final Certification

Other (specify)

Name of ☐ Contractor or ☐ Subcontractor

F.E.I.N.

Payroll No.

Date Wages Due & Paid (mm/dd/yyyy)

Week Ending Date

or ☐ Final Certification

Business Address

Project Location

Project Name

Contract I.D. or Project I.D.

Contractor Registration #

SUBMIT form by  
email: [equalpayact@dol.nj.gov](mailto:equalpayact@dol.nj.gov)

IMPORTANT: For purposes of law,  
you must also submit this form to  
the appropriate public body or lessor.

1. Employee Name and Address	2. Work		3. Demographics		4. Day and Date	5.	6.	7.		8.					9.	10.		
	Job Title e.g., apprentice, journeyman, foreman	Work Classification/ Occupational Category e.g., carpenter, mason, plumber	Sex M=Male F=Female X=Non-Binary	Race See Key				Gross Amt. Earned	Deductions	Net Wages Paid for Week	Total Fringe Benefit Cost/Hour							
												Total Hours	Hourly Rate of Pay	This Project			This Week	FICA
					SU	MO	TU	WE	TH	FR	SA							
					mm/dd	mm/dd	mm/dd	mm/dd	mm/dd	mm/dd	mm/dd							
					Hours worked each day													
					S													
					O													
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KEY W= White; B= Black or African American;  
A= Asian; N= American Indian or Native Alaskan;  
I = Native Hawaiian or Pacific Islander; M= 2 or More

☐ Check if additional sheets used

(1) That I pay or supervise the payment of the persons employed by

(Contractor or Subcontractor) \_\_\_\_\_  
on the \_\_\_\_\_  
(Project Name & Location) \_\_\_\_\_  
that during the payroll period beginning on (date) \_\_\_\_\_, and  
ending on (date) \_\_\_\_\_, all persons employed on said project  
have been paid the full weekly wages earned, that no rebates have  
been or will be made either directly or indirectly to or on behalf of the  
aforenamed Contractor or Subcontractor from the full weekly wages  
earned by any person and that no deductions have been made either  
directly or indirectly from the full wages earned by any person, other  
than permissible deductions as defined in the New Jersey Prevailing  
Wage Act, N.J.S.A. 34:11-56.25 et seq. and Regulation N.J.A.C.  
12:60 et seq. and the Payment of Wages Law, N.J.S.A. 34:11-4.1 et  
seq.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered with the United States Department of Labor, Bureau of Apprenticeship and Training and enrolled in a certified apprenticeship program.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS,  
FUNDS OR PROGRAMS

☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above-referenced payroll, payments of fringe benefits have been or will be made when due to appropriate programs for the benefit of such employ-ees, as noted in Section 4(c) at right.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☒ Each laborer or mechanic listed in the above-referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) at right.

(5) N.J.S.A. 12:60-2.1 and 5.1 – The Public Works employers shall submit to the public body or lessor a certified payroll record each pay period within 10 days of the payment of wages.

☐ By checking this box and typing my name below, I am electronically signing this application. I understand that an electronic signature has the same legal effect as a written signature.

Name \_\_\_\_\_

Title \_\_\_\_\_ Date (mm/dd/yy) \_\_\_\_\_

THE FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. - N.J.S.A. 34:11-56.25 ET SEQ. AND N.J.A.C. 12:60 ET SEQ. AND N.J.S.A. 34:11-4.1 ET SEQ.

To calculate the cost per hour, divide 2,000 hours into the benefit cost per year per employee.

[illegible]



**NJEDA SAMPLE REFERRAL LETTER TO UNION HALL**

DATE

LOCAL UNION HALL  
CONTACT NAME  
ADDRESS  
CITY, STATE, ZIP

RE: Request for Minority and Women Workers  
For (NJEDA Project Number and Name)

Dear Sir or Madam:

Acting in accordance with the New Jersey Economic Development Authority Act N.J.A.C 19:30 Subchapter 3 “Affirmative Action in Authority Financed Construction Projects” please provide us with qualified minority and women workers to reach our goals of \_\_\_\_% minority work hours and **6.9%** women work hours for each trade:

\_\_\_\_ # of Minority Workers for the following trades:

---

---

---

\_\_\_\_ # of Women Workers for the following trades:

---

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---

Please send us your written response within 48 hours of receipt of this request.

Sincerely,

Contractor representative  
(with signature)





**NJEDA SAMPLE REFERRAL LETTER TO A MINORITY AND WOMEN  
REFERRAL ORGANIZATION**

DATE

REFERRAL ORGANIZATION NAME

CONTACT NAME

ADDRESS

CITY, STATE, ZIP

**RE:** Request for Minority and Women Workers

For P#XXX

Project Name XXX

Dear Sir or Madam:

Acting in accordance with the New Jersey Economic Development Authority Act N.J.A.C 19:30 Subchapter 3 “Affirmative Action in Authority Financed Construction Projects” please provide us with qualified minority and women workers to reach our goals of \_\_\_\_% minority work hours and **6.9%** women work hours for each trade:

\_\_\_\_ # of Minority Workers for the following trades:

---

---

---

\_\_\_\_ # of Women Workers for the following trades:

---

---

---

Please send us your written response within 48 hours of receipt of this request.

Sincerely,

Contractor representative  
(with signature)

# NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

## Affirmative Action & Prevailing Wage Completion Certificate

**RECIPIENT OF AUTHORITY FINANCIAL ASSISTANCE COMPANY NAME** *(Legal Name of Recipient of NJEDA Financial Assistance (e.g. Bond, Loan, GrowNJ or ERG, etc.))*

--

**PROJECT NAME and LOCATION** *(include the Facility Name, Street Address, City and Zip Code of where construction was undertaken)*

--

**CONSTRUCTION COMPLETION DATE**

--

**NJ COUNTY** *(Project Location)*

--

**AAPWR NUMBER**

--

***Completion Certificate to be completed and signed by the Recipient and the General Contractor and submitted to NJEDA Labor Compliance Department:***

Instructions:

When the project is substantially complete (at least 90%), complete the document below and email it to your assigned NJEDA Compliance Officer with a list of all sub-contractors(all tiers) who worked on this project.

I/We, the undersigned, certify to the New Jersey Economic Development Authority as follows:

The construction of the above project is substantially complete (at least 90% of the entire project's construction is completed)

All workers employed in construction of the Project have been paid at a rate not less than the NJ Prevailing Wage rate unless specifically exempted by N.J.A.C. 19:30-4.2 (a) or (b), or N.J.A.C. 19:30-4.4 if applicable; In making this certification I have relied on payroll certifications prepared and submitted by the general contractor, prime contractor, all subcontractors including all lower-tier subcontractors.

We have made good faith efforts to achieve minority and women workforce participation goals and submitted all reports and certificates required by the Authority.

<b>RECIPIENT OF AUTHORITY FINANCIAL ASSISTANCE</b>		
	Date (mm/dd/yyyy)	Signature of Authorized Representative - Recipient of NJEDA Financial Assistance
	Authorized Rep. Phone Number	Print Authorized Representative Name and Title
	Print Company's Legal Name - Recipient of NJEDA Financial Assistance	
	Company's Street Address	
	City, State and Zip Code	
<b>GENERAL CONTRACTOR/ PRIME CONTRACTOR/ CONSTRUCTION MANAGER</b>		
	Date (mm/dd/yyyy)	Signature of Authorized Representative - General Contractor/Prime/ Construction Manager
	Authorized Rep. Phone Number	Print Authorized Representative Name and Title
	Print Company's Legal Name	
	Company's Street Address	
	City, State and Zip Code	

I/We, the authorized representative of the Recipient of NJEDA Financial Assistance and the Construction Manager or General Contractor, certify that I/We have no knowledge or information which would cause me/us to believe that any facts, information or representations made here in are false or misleading.



DATE

CONTRACTOR NAME  
ADDRESS  
CITY, STATE ZIP

Re:     Project Owner:       XXXXXXX  
       Project Number:     P-XXXXXX / AAPWR-XXXXXX

Dear XXXXX:

You are hereby notified that the NJEDA has determined, based on information available to us, that the general construction contractor(s) and/or subcontractor(s) on the referenced project, and therefore the project owner, are compliant with the Prevailing Wage and Affirmative Action Regulations of the New Jersey Economic Development Authority.

If you have any additional questions, please contact me at XXX-XXX-XXXX, or email, XXX@njeda.com

Sincerely,

COMPLIANCE OFFICER  
Labor Compliance Department


CC:     Lorena Garcia, Program Manager, Labor Compliance Department  
       File



# Employee Misclassification

Employee (W2)  
Independent Contractor (1099)

## Misclassification Task Force



### Governor Murphy's Misclassification Task Force

- Chaired by the NJ Department of Labor, with combined representatives from the Departments of Agriculture, Economic Development, Human Services, Transportation, Treasury, and the Attorney General's office works in a collaborative effort on strengthening misclassification enforcement.
- By misclassifying workers as independent contractors – workers who file 1099s, not W2s – employers avoid paying unemployment and disability taxes, costing state and federal taxpayers untold millions of dollars.
- In New Jersey alone, auditors have identified more than \$80 million in underreported employer contributions since 2010.

2

## A Side-by-Side Comparison Employee vs. Independent Contractor



### Employee

*To be classified as an Employee of a company, the worker will:*

- Receive a W2 which includes
  - ✓ W2-Includes wages and withholding
  - ✓ W2-includes Withheld Federal & State taxes, Social Security, Workers Comp and Unemployment
- Employee is paid hourly or salaried
- An Employee's hours for work performed will be captured on the Certified Payroll of the Reporting Company that hired them.
- The Employer will report Prevailing Wage requirements on behalf of the (W2) Employee
- Labor Compliance reporting is not the responsibility of the Employee, but submitted through the Employer

### Independent Contractor

*To be classified as an Independent Contractor, the worker:*

- Also Known As the 1099 worker
- Receives a 1099 for taxes to be paid by the worker and not the employee
- Is paid based on contract
- Earned income with no withholding
- Expectation of annual payment to Federal & State Government
- The Independent Contractor prepares and reports workhours on a Certified Payroll for work performed
- All Labor Compliance requirements (e.g. AA,PW) are reported by the Independent Contractor as a registered contractor for the project

## Classifying an W2 Employee / Independent Contractor (1099)



### What is a Misclassified Worker?

- Misclassification occurs when workers are mislabeled as independent contractors vs regular employees.
- Misclassified Workers do not have legal protections of Wage and Hour laws, Unemployment, and Workers Comp
- Unemployment, Workers Comp, other legally required withholdings not taken out.
- Employer must repay all withholding, back taxes and penalties for misclassified workers.
- Misclassification is a form of tax evasion and may result in costly financial penalties

## Tax Responsibilities W2 Employee / Independent Contractor (1099)

**NJEDA**

### What are the differences in Withholding?

- For employers, determining the classification status of employees and clearly communicating this status is important for maintaining understanding between the parties and clarifying expectation in terms of taxation.
- Understanding the difference in tax payment accountability between a full time (W-2) and contract (1099) employee is important because the responsibility for withholding and paying taxes is different but the individual responsibility for payment is the same.
- The employee with a 1099 is entirely responsible for determining and withholding the appropriate amount from their pay, so that they can pay the state and federal government what they owe.

**NJEDA****in**

Visit  
[NJEDA.com](http://NJEDA.com)

@NewJerseyEDA

**f**

**PRE-BID MEETING IS SCHEDULED FOR MAY 22, 2023, AT 9:00AM LOCATED AT 300 ENTERPRISE AVENUE, TRENTON NJ – PARKING IS LOCATED OUTSIDE OF THE SITE ENTRANCE GATE. PROPOSERS SHALL RSVP WITH JR. CAPASSO AT [jcapasso@trentonnj.org](mailto:jcapasso@trentonnj.org) PRIOR TO THE PRE-BID MEETING DATE.**

### **QUESTIONS**

Questions **must** be submitted in writing to [igarcia@trentonnj.org](mailto:igarcia@trentonnj.org). Deadline date for questions is **MAY 29, 2023.** The city is not obligated to answer questions past the deadline date.

### **ACKNOWLEDGEMENT OF ADDENDA – JUNE 2, 2023**

If changes are made to the Request for Proposal, an Addendum will be advertised in the Trenton Times and on the City's Website at <https://nj-trenton.civicplus.com/list.aspx>

Proposer may visit the City of Trenton's website at for any addenda/notices issued prior to the request for bid opening at <https://nj-trenton.civicplus.com/list.aspx>

### **BID SUBMITTAL INSTRUCTIONS**

Provide one (1) full original bid (**with original signature**), labeled "**Original,**" and two (2) identical additional copy of the full bid package in a sealed envelope. Bid **must** be clearly identified on the outside of the sealed envelope with the firm's name, **BID2023-08**, and "**REMEDIATION OF SOIL GROUNDWATER AT THE FORMER FEDERATED METAL SITE 300 ENTERPRISE AVENUE, TRENTON, NJ**".

Sealed bids **must** be submitted to Ms. Isabel Garcia, QPA, Purchasing Agent, City of Trenton, City Hall, 319 East State Street, Trenton, Division of Purchasing, 1<sup>st</sup> floor NJ 08608 on or before **JUNE 15, 2023, 11:00AM.** The City of Trenton will not assume responsibility for any bids received after the required due date.

Bidders are required to complete, sign (**original signature**), date, and notarize (**as required**) all forms in the Request for Bid.

### **N.J.A.S.40A:11-13(e)**

Any prospective bidder who wishes to challenge a bid specification/scope of services 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.

CITY OF TRENTON

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA  
**MANDATORY**

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR BID**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number

Dated

\_\_\_\_\_

\_\_\_\_\_ (ICG)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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



## CITY OF TRENTON RESIDENT EMPLOYMENT POLICY

**In order for the City of Trenton to keep an accurate reporting of community involvement and support in local development projects, the following is required by City of Trenton Ordinance 14-43 to be completed by each Contractor and Sub-Contractor.**

NAME OF BUSINESS \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_ E-MAIL \_\_\_\_\_

1. Number of Trenton residents hired as well as the number of Trenton residents currently employed on this project \_\_\_\_\_
2. The number of training positions, if any, and the amount of positions that will be filled by Trenton residents. \_\_\_\_\_  
\_\_\_\_\_
3. The necessary level of job skills required of Trenton residents to plan and implement the work to be done on the job. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Please describe all "good faith" efforts to hire Trenton residents (e.g. copies of hiring ads, list of residents who applied for positions, letters informing community groups of job opportunities) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF TRENTON**

**ETHICS COMPLAINT DISCLOSURE**

I affirm that neither I nor other members of my firm have any prior or pending ethic complaints.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**OR**

I am disclosing the following prior or pending ethic complaints against me or my firm

Listing:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**THIS STATEMENT MUST BE INCLUDED WITH THE RESPONSE TO THE REQUEST FOR BID SOLICITATION**

Subscribed and sworn before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (Affiant)

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
(Print Name & Title  
Affiant)

My Commission expires: (Corporate Seal)



## **REGISTER TO DO BUSINESS WITH THE CITY OF TRENTON**

An e-notification and/or text message will be sent to all vendors currently registered with the City of Trenton, directing them to bidding opportunities, notices, postponements, bid results, awarded contract information and addendums on the City of Trenton Division of Purchasing website.

### **REGISTER AT:**

<https://nj-trenton.civicplus.com/list.aspx>

### **SUBSCRIBE & UNSUBSCRIBE**

1. You can SUBSCRIBE or UNSUBSCRIBE to any of the E-Mailing Lists displayed below.
2. Type your email address in the box and select Sign In.
3. If you want to receive text messages enter your phone number and select Save.
4. To subscribe or unsubscribe click  and/or  next to the lists to which you wish to subscribe/unsubscribe.
5. Please remember to set your spam blocker to allow mail from [listserv@civicplus.com](mailto:listserv@civicplus.com).

### **Contract Language for BRC Compliance**


*Goods 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; and,
- 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.

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) 292-9292.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME: <b>TAX REGISTRATION TEST ACCOUNT</b>	TRADE NAME: <b>CLIENT REGISTRATION</b>	
TAXPAYER IDENTIFICATION#: <b>970-097-382/500</b>	SEQUENCE NUMBER: <b>0107330</b>	
ADDRESS: <b>847 ROEBLING AVE TRENTON NJ 08611</b>	ISSUANCE DATE: <b>07/14/04</b>	
EFFECTIVE DATE: <b>01/01/01</b>	 <small>John S. Tully Acting Director</small>	
<b>FORM-BRC(08-01)</b>		
<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>		

 <b>STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE</b>	
<b>Taxpayer Name:</b>	<b>TAX REG TEST ACCOUNT</b>
<b>Trade Name:</b>	
<b>Address:</b>	<b>847 ROEBLING AVE TRENTON, NJ 08611</b>
<b>Certificate Number:</b>	<b>1093907</b>
<b>Date of Issuance:</b>	<b>October 14, 2004</b>
<b>For Office Use Only:</b>	
<b>20041014112823533</b>	

## **INSTRUCTIONS TO BIDDERS**

### **I. SUBMISSION OF BIDS**

A. City of Trenton, Mercer County, New Jersey (hereinafter referred to as "OWNER") invites sealed bids pursuant to the Notice to Bidders.

B. Sealed bids will be received by the designated representative at the time and place stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.

C. The bid proposal form shall be submitted, in a sealed envelope: (1) addressed to the OWNER as follows: City of Trenton, Division of Purchasing, City Hall Annex, First Floor, 319 East State Street, Trenton, NJ 08608 (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title and/or bid # being bid.

D. It is the bidder's responsibility to see that bids are presented to the OWNER on the hour and at the place designated. Bids may be hand delivered or mailed; however, the OWNER disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by overnight mail, the designation in section C, above, must also appear on the outside of the delivery company envelope. Bids received after the designated time and date will be returned unopened.

E. Sealed bids forwarded to the OWNER 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 must remain firm for a period of sixty (60) calendar days.

F. All prices and amounts must be written in ink or preferably typewritten. 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 OWNER. Any changes, white-outs, strikeouts, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid.

G. Each bid proposal form must give the full business address of the bidder and be signed by an authorized representative. 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. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

H. Bidders must insert prices for furnishing all of the materials and/or labor 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 OWNER. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience.

I. The vendor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the

vendor. In case of rejected materials, the vendor will be responsible for return freight charges.

## II. BID SECURITY

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

☒ **A. BID GUARANTEE (REQUIRED WITH BID SUBMITTAL)**

Bidder shall submit with the bid a certified check, cashier's check or 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 OWNER. 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 OWNER. The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. 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 this shall be cause for rejection of the bid.

☒ **B. CONSENT OF SURETY (REQUIRED WITH BID SUBMITTAL)**

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 OWNER 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 this shall be cause for rejection of the bid.

☒ **C. PERFORMANCE BOND (REQUIRED FROM AWARDED CONTRACTOR)**

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.

Failure to deliver this with the executed contract shall be cause for declaring the contract null and void.

#### **D. LABOR AND MATERIAL (PAYMENT) BOND**

Successful 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 deliver this with the performance bond shall be cause for declaring the contract null and void.

#### **E. MAINTENANCE BOND (REQUIRED)**

Successful bidder shall upon acceptance of the work submit a maintenance bond in the amount of 100% guaranteeing against defective quality of work or materials for the period of:

— 1 year  
— 2 years

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 and any maintenance bonds required have been executed and approved by the OWNER.

The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey N.J.S.A. 17:31-5.

### **III. INTERPRETATION AND ADDENDA**

A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the OWNER. The bidder accepts the obligation to become familiar with these specifications.

B. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. In the event the bidder fails to notify the OWNER of such ambiguities, errors or omissions, the bidder shall be bound by the bid.

C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the OWNER'S representative stipulated in the bid. In order to be given consideration and timely issuance of addenda, if any, for all bids other than construction and municipal solid waste collection and disposal service, written requests for interpretation must be received at least seven (7) days prior to the date fixed for the opening of the bids Saturdays, Sundays, and holidays excepted; and for construction work bids, written requests for interpretation must be received at least nine (9) days, Saturdays, Sundays and holidays excepted prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with N.J.S.A. 40A:11-23. All addenda so issued shall become part of the contract documents and shall be acknowledged by the bidder in the bid. The OWNER'S interpretations or corrections thereof shall be final.



#### **D. DISCREPANCIES IN BIDS**

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. 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 OWNER of the extended totals shall govern.

#### **IV. BRAND NAMES, PATENTS AND STANDARDS OF QUALITY**

A. Brand names and/or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor's literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.

B. It is the responsibility of the bidder to demonstrate the equivalency of item(s) offered. The OWNER reserves the right to evaluate the equivalency of an item(s) which, in its deliberations, meets its requirements.

C. In submitting its bid, the bidder certifies that the merchandise 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 OWNER harmless from any damages resulting from such infringement.

D. Wherever practical and economical to the OWNER, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

## **V. INSURANCE AND INDEMNIFICATION**

### **A. Insurance Requirements**

#### **1. Worker's Compensation and Employer's Liability Insurance**

This insurance shall be maintained in force during the life of this contract by the bidder covering all employees engaged in performance of this contract in accordance with the applicable statute. Minimum Employer's Liability \$500,000.

#### **2. GENERAL LIABILITY INSURANCE**

This insurance shall have limits of not less than \$1,000,000 combined single limit and \$2,000,000 aggregate and shall be maintained in force during the life of this contract by the bidder.

#### **3. AUTOMOBILE LIABILITY INSURANCE**

This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000. Limit shall be maintained in force during the life of this contract by the bidder.

### **B. CERTIFICATES OF THE REQUIRED INSURANCE**

Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the OWNER as an additional insured.

### **C. INDEMNIFICATION**

Successful bidder will indemnify and hold harmless the OWNER from all claims, suits or actions and damages or costs of every name and description to which the OWNER may be subjected or put by reason of injury to the person or property of another, or the property of the OWNER, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this agreement.

### **INSURANCE AND INDEMNIFICATION REQUIREMENTS**

If it becomes necessary for the consultant, either as principal or by agent or employee, to enter upon the premises or property of the City of Trenton, the consultant hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accidents, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.

The consultant further covenants and agrees to indemnify and save harmless the City of Trenton from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any City of Trenton regulation, ordinance or the laws of the State, or the United States while said work is in progress. The consultant shall maintain sufficient insurance to protect against all claims under Workers

Compensation as statutorily required, General Liability and Professional Liability in the amount of \$1,000,000.00 single occurrence and \$2,000,000.00 general aggregate and Automobile Insurance in the amount of \$1,000,000.00 combined single limit. Vendors are responsible to provide updated certificates as policies renew. Depending upon the scope of work and goods or services provided, specific types of

insurance may not be required. The City of Trenton Department of Administration will make this determination.

**In all cases where a Certificate of Insurance is required, the City of Trenton is to be named as an additional insured and named as the certificate holder as follows:**

**“City of Trenton, 319 East State Street, Trenton, NJ 08608”. The Certificate shall contain a 30-day notice of cancellation.**

**WAIVER OF SUBROGATION CLAUSE**

Consultant, as a material part of the consideration to be rendered to the City of Trenton, hereby waives all claims against the City of Trenton for damages to the goods, wares and merchandise in, upon or about said premises, and consultant will hold the City of Trenton exempt and harmless from any damage and injury to any such person or to the goods, wares or merchandise of any such person, arising from the use of the premises by the consultant or from failure of the consultant to keep the premises in good condition and repair as herein provided.

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Dated and Signed

## **VI. PREPARATION OF BIDS**

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

### **B. ESTIMATED QUANTITIES (OPEN-END CONTRACTS)**

The OWNER 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. 5:34-4.9. **NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.**

C. Successful bidder 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 include this cost in the bid price agreement.

### **D. CHANGE ORDERS**

All change orders shall be in accordance with N.J.A.C.5:30.13, N.J.S.A.40A:11-13g, N.J.S.A.40A:11-23.1a

## **VII. STATUTORY AND OTHER REQUIREMENTS**

### **A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION**

No firm may be issued a contract unless it complies with the affirmative action regulations of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

**EEO/AA: Initial Workforce Form:** Pursuant to N.J.A.C. 17:27-3.8(a)(4), the submission of Form AA-201 must be provided by the contractor after the notice of award and before the contract is entered into.

## **1. PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

All successful vendors must submit, within seven days after the receipt of the notice of intent to award the contract or the receipt of the contract, one of the following:

- i. A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of the letter), or
- ii. A photocopy of an approved Certificate of Employee Information Report, or
- iii. If the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302).

## **2. CONSTRUCTION CONTRACTS**

All successful contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA201- available upon request from the Affirmative Action Office) for any contract award that meets or exceeds the bidding threshold.

## **B. AMERICANS WITH DISABILITIES ACT OF 1990**

Discrimination on the basis of disability in contracting for the purchase of bids and services is prohibited. The successful bidder is required to read Americans with Disabilities language that is part of this specification and agrees that the provisions of Title II of the Act are made a part of the contract. The successful bidder is obligated to comply with the Act and to hold the OWNER harmless.

## **C. PREVAILING WAGE ACT (WHEN APPLICABLE)**

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 owner 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. **P.L. 2009, c.249 (A-4268/S-3095)**: Extends prevailing wage requirements to contracts for "maintenance-related projects" over \$50,000. 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. Additional information is available at: [http://lwd.dol.state.nj.us/labor/forms\\_pdfs/lse/payrollcert.pdf](http://lwd.dol.state.nj.us/labor/forms_pdfs/lse/payrollcert.pdf) and as follows:

Public Contracts Section  
Office of Wage and  
Hour Compliance  
CN 389  
Trenton, New Jersey 08625-0389  
Telephone number: (609) 292-2259

**Prevailing Wage Requirements: Right to terminate, N.J.S.A. 34:11-56.27**

Pursuant to N.J.S.A. 34:11-56.25 et seq., successful bidders 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 OWNER 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 will be the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

"In the event it is found that any worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the public body, the lessee to whom the public body is leasing a property or premises or the lessor from whom the public body is leasing or will be leasing a property or premises may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable for any excess costs occasioned thereby to the public body, any lessee to whom the public body is leasing a property or premises or any lessor from whom the public body is leasing or will be leasing a property or premises."

**Certified Payroll**

The awarded contractor shall submit certified payroll records to the City of Trenton designee within ten (10) days of the payment wages. 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. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period

**Payment Requirements: Prompt Payment Requirements, N.J.S.A. 2A:30A-1:**

N.J.S.A. 2A:30A-1 et seq. establishes timing standards for the payment of bills by both public and private sector organizations for a wide range of construction-related contractors. It affects construction-related contracts of all local units - municipalities, schools, counties, fire districts, local authorities, etc. The law intends to ensure that contractors submitting bills for completed work are paid on a timely basis through an established schedule, and that the full chain of subcontractors receive timely payments from their hiring contractor. When payments are not made pursuant to the schedule, the law allows contractors to receive interest on the outstanding balance and, under certain circumstances, to halt work without being subject to breach of contract clauses.

N.J.S.A. 2A:30A-2a requires that the payment be made within 30 calendar days of receipt of the bill, except if an alternate procedure is defined in the bid specifications and contract documents.

**Uniformed Police language:** N.J.S.A. 40A:11-23.1(c) with N.J.S.A. 40A:11-23(c).

A statement indicating whether uniformed law enforcement officers will be required for the project. The statement shall include a line-item allowance, which shall be a good faith effort on the part of the contracting unit, to reasonably estimate the total cost of traffic control personnel, vehicles, equipment, administrative, or any other costs associated with additional traffic control requirements required by the contracting unit, or any other public entity affected by the project, above and beyond the bidder's traffic control personnel, vehicles, equipment, and administrative

The contracting unit shall not be responsible for additional traffic control costs beyond the number of working days specified in the construction contract in accordance with section 17 of P.L.1971, c.198 (C.40A:11-17), when such a delay is caused by the contractor and liquidated damages have been assessed. The statement prescribed under this subsection shall not be required if the contracting unit will provide for the direct payment of uniformed law enforcement officers and any additional costs directly associated with the provision of those officers; and costs.

The individuals responsible for the assignment of uniformed law enforcement officers for any municipalities affected by a project shall be required to determine where traffic safety control is needed for a project and calculate the number and placement of all necessary personnel, equipment, and the costs associated with these, including hourly rates, and submit this information to the contracting unit. **UNIFORM POLICE IS NOT REQUIRED**

**D. STATEMENT OF OWNERSHIP DISCLOSURE**

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, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, 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.

Bidders are required to disclose whether they are a partnership, corporation or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

For a publicly traded direct or indirect parent entity:

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 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.

#### **E. THE 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. 7:1G-1.1 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) and hazardous substance fact sheets must be furnished. All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s). (N.J.A.C. 8:59-5) or adhere to the requirements of The Globally Harmonized System of Classification and Labeling of Chemicals (GHS) and the U.S. Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (HCS) as outlined in the **Federal Register** / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations as **adopted in final rule by DEPARTMENT OF LABOR, Occupational Safety and Health Administration, 29 CFR Parts 1910, 1915, and 1926, [Docket No. OSHA-H022K-2006-0062, (formerly Docket No. H022K)], RIN 1218-AC20, Hazard Communication.**

#### **F. NON-COLLUSION AFFIDAVIT**

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the bid proposal.

#### **G. BID DOCUMENT CHECKLIST**

Pursuant to NJSA 40A:11-23.1, the bid document checklist must be completed and submitted with your bid.

#### **H. PUBLIC WORKS CONTRACTOR REGISTRATION ACT**

Pursuant to P.L. 1999, c.238 (C.34:11-56.48 et seq), no contractor shall bid on any contract for public work as defined in section 2 of P.L.1963,c.150 (C.34:11-56.26) unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered. Applications for registration are available from: NEW JERSEY DEPARTMENT OF LABOR, DIVISION OF WAGE AND HOUR COMPLIANCE, PO BOX 389, TRENTON, NJ 08625-0389. The contractor shall submit a copy of the registration certificate with their bid. Failure to submit the certificate may be cause for rejection of the bid. Each contractor shall, after the bid is made and prior to the awarding of the contract, submit to the City of Trenton the certificates of registration for all subcontractors listed in the bid.



## **I. BUSINESS REGISTRATION OF PUBLIC CONTRACTORS**

### **BUSINESS REGISTRATION**

Pursuant to N.J.S.A. 52:32-44, The City of Trenton ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, 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 the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

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.

### **J. CONFLICT OF INTEREST**

In accordance with 40:69A-163 no officer or employee elected or appointed in any municipality shall be interested directly or indirectly in any contract or job for work or materials, or the profits thereof, to be furnished or performed for the municipality.

### **Pay to Play (C.271): N.J.S.A. 19:44A-20.27**

Annual disclosure requirements of business entities with contracts at or above \$50,000.00.

Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public

contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L.1973, c.83 (C.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

#### **VIII. METHODS OF AWARD**

A. All contracts shall be for 12 consecutive months unless otherwise noted in technical or supplemental specifications.

B. The OWNER may award the work on the basis of the Base Bid, combined with such Alternates as selected, until a net amount is reached which is within the funds available. The order of alternates must be expressly specified in the bid specifications for all contracts above \$500,000.00, per N.J.S.A. 40A:11-23.1(d)

C. If the award is to be made on the basis of Base Bids only, it will be made to that responsible bidder whose Base Bid, therefore, is the lowest. If the award is to be made on the basis of a combination of a Base Bid with Options, it will be made to that responsible bidder whose net bid on such combination is the lowest.

D. The OWNER may also elect to award the work on the basis of line items or unit prices.

E. The successful bidder will not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the OWNER.

F. Pursuant to NJSA 40A:11-13(b), the OWNER reserves the right to consider the bidder's physical proximity to Trenton City Hall, 319 East State Street, Trenton, NJ, in awarding the contract when it is determined that the location of the bidder's business is a requisite to the efficient and economical performance of said contract.

G. Pursuant to NJSA 40A:11-24, the OWNER shall award the contract or reject all bids within the time as may be specified, but in no case more than 60 days, except that the bids of any bidders who consent thereto may, at the request of the contracting unit, be held for consideration for a longer period as may be agreed.

H. The OWNER may award the work in whole or in part whichever is most advantageous to the OWNER.

#### **IX. REJECTION OF BIDS**

##### **A. Availability of Funds**

Pursuant to statutory requirements, any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.

##### **B. Multiple Bids Not Allowed**

More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

**C. Unbalanced Bids**

Bids which are obviously unbalanced may be rejected.

**D. Unsatisfactory Past Performance**

Bids received from bidders who have previously failed to complete contracts within the time scheduled therefore, or who have performed prior work for the OWNER in an unacceptable manner, may be rejected.

**E. FAILURE TO ENTER CONTRACT**

Should the bidder, to whom the contract is awarded, fail to enter into a contract within 21 days, Sundays and holidays excepted, the OWNER may then, at its option, accept the bid of the next lowest responsible bidder.

F. The lowest bid substantially exceeds the estimates for goods and services.

G. The OWNER decides to abandon the project.

H. The OWNER decides to substantially review the specifications.

I. The purposes or provisions or both of P.L. 1971,c.198 (D.40A:11-1 et seq) are being violated;

J. The OWNER decides to utilize the State authorized contract pursuant to section 12 of P.L.1971,c.198(C.40A:11-12).

**X. TERMINATION OF CONTRACT**

A. If, through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the OWNER shall there upon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the OWNER of any obligation for balances to the contractor of any sum or sums set forth in the contract.

B. Notwithstanding the above, the contractor shall not be relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of the contract by the contractor and the OWNER may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the OWNER from the contractor is determined.

C. The contractor agrees to indemnify and hold the OWNER 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 OWNER under this provision.

D. In case of default by the successful bidder, the OWNER may procure the articles or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.

E. Continuation of the terms of this 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 OWNER reserves the right to cancel this contract.

## **XI. CONTRACT EXTENSION FOR SERVICE CONTRACTS**

The contracting unit at its sole discretion and pursuant to the authority granted to it in accordance with N.J.S.A. 40A:11-15 may extend any contract for services other than professional services; the statutory length of which contract is for three years or less. Such contracts shall be limited to no more than one two-year extension or two one-year extensions and shall be subject to the limitations contained in this section. All multi-year contracts entered into pursuant to this section, including any two year or one year extensions, with the exception of those contracts identified in subsections (1),(9),(12),(16),(17),(18), (19),(24),(30),(31),(34),(35),(36)and (37) of N.J.S.A. 40A:11-15, shall be subject to the availability and annual appropriation of sufficient funds as may be required to meet the extended obligation and are subject to annual cancellation if said funds become unavailable.

## **RECORDS FOR THE NEW JERSEY STATE COMPTROLLER**

Pursuant to N.J.S.A.52:15C-14(d), relevant records of private vendors or other persons entering into contracts with the City are subject to audit or review by the New Jersey Office of the State Comptroller. Therefore, the Contractor 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.

## **P.L. 2012 BID OR PROPOSAL PROHIBITED**

C.52:32-57 "p.l.2012, C.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran."

## **FINANCIAL STATEMENTS Pursuant to N.J.S.A:11-13(f)**

No Financial Statement shall be required of vendors if either a guarantee, by the certified check, cashier's check, or bid bond, or surety company certificate is also required to be furnished by the bidder, unless any law or regulation of the United States imposes a condition upon the awarding of a monetary grant to be used for the purchase, which condition requires that a financial statement be submitted.

## **AMERICAN GOODS AND PRODUCTS TO BE USED WHERE POSSIBLE**

Pursuant to N.J.S.A.40A:11-18, Each local unit shall provide, the specifications for all contracts for county or municipal work or for work for which it will pay any part of the cost, or work which by contract or ordinance it will ultimately own and maintain, that only manufactured and farm products of the United States, wherever available.

## **40A:11-19. LIQUIDATED DAMAGES; VOID PROVISIONS AS TO CONTRACTOR'S REMEDIES**

Any contract made pursuant to P.L.1971, c.198 (C.40A:11-1 et seq.) may include liquidated damages for the violation of any of the terms and conditions thereof or the failure to perform said contract in accordance with its terms and conditions, or the terms and conditions of P.L.1971, c.198 (C.40A:11-1 et seq.). Notwithstanding any other provision of law to the contrary, it shall be void, unenforceable and against public policy for a provision in a contract entered into under P.L.1971, c.198 (C.40A:11-1 et seq.) to limit a contractor's remedy for the contracting unit's negligence, bad faith, active interference, tortious conduct, or other reasons unanticipated by the parties that delay the contractor's performance, to giving the contractor an extension of time for performance under the contract. For the purposes of this section, "contractor" means a person, his assignees or legal representatives with whom a contract with a contracting unit is made.

#### **40A:11-23.2. REQUIRED MANDATORY ITEMS FOR BID PLANS, SPECIFICATION**

When required by the bid plans and specifications, the following requirements shall be considered mandatory items to be submitted at the time specified by the contracting unit for the receipt of the bids; the failure to submit any one of the mandatory items shall be deemed a fatal defect that shall render the bid proposal unresponsive and that cannot be cured by the governing body:

- a. A guarantee to accompany the bid pursuant to section 21 of P.L.1971, c.198 (C.40A:11-21);
- b. A certificate from a surety company pursuant to section 22 of P.L.1971, c.198 (C.40A:11-22);
- c. A statement of corporate ownership pursuant to section 1 of P.L.1977, c.33 (C.52:25-24.2);
- d. A listing of subcontractors pursuant to section 16 of P.L.1971, c.198 (C.40A:11-16);
- e. A document provided by the contracting agent in the bid plans, specifications, or bid proposal documents for the bidder to acknowledge the bidder's receipt of any notice or revisions or addenda to the advertisement or bid documents; and
- f. (Deleted by amendment, P.L.2009, c. .)

#### **40A:11-16.6. VALUE ENGINEERING**

All construction contracts issued by a contracting unit when the total price of the originally awarded contract equals or exceeds \$5,000,000, shall allow for value engineering construction change orders to be approved after the award of the contract.

c. Value engineering construction change orders shall be subject to the following provisions:

- (1) Value engineering construction change orders shall not be used to impair any of the essential functions, or characteristics of the project, or any portion of the work involved.
- (2) The contractor shall submit a value engineering construction proposal that completely describes the changes to the original specifications or proposal, impact on other project components, advantages and disadvantages of the proposed change, cost estimates and calculations on which they are based, any impact on the contract time schedule, and any other relevant information that the contracting unit may require in order to review the value engineering construction proposal. The contractor's cost for developing the value engineering construction proposal shall not be eligible for reimbursement by the contracting unit.
- (3) The contractor shall be liable for all reasonable costs incurred by the contracting unit for the technical evaluation and engineering review of a value engineering construction proposal presented by the contractor.
- (4) The contracting unit's engineer shall prepare a written report for the governing body that shall evaluate the value engineering construction proposal, make a recommendation on whether or not it should be accepted, rejected, or modified, and state to the contracting unit and contractor the amount of any projected cost savings.
- (5) The proposal shall not be approved unless the engineer reports to the governing body that the proposal appears consistent with the required performance, quality, reliability, and safety of the project and does not impair any of the essential functions, or characteristics of the project, or any portion of the work involved.
- (6) The contracting unit shall have the sole discretion to approve or disapprove a value engineering construction proposal.

(7) The contractor and the contracting unit shall equally share in the cost savings generated on the contract as a result of an approved value engineering construction change order. Once the project is completed, the contracting unit's engineer shall verify the cost savings to reflect the actual cost of the work, and such verified cost saving shall be the basis for the savings shared equally with the contractor.

(8) The contractor shall have no claim against the contracting unit as a result of the contracting unit's disapproval of a value engineering construction proposal.

(9) A contracting unit shall include in its bid specifications and contract documents procedures to regulate the value engineering construction change order process. Such procedures shall be based on procedures established by the New Jersey Department of Transportation, or any other appropriate State agency, or rules adopted by the director of the Division of Local Government Services.

d. This section shall not invalidate or impair rules regarding change orders adopted by the director of the Division of Local Government Services prior to the effective date of this act. Notwithstanding any provision of P.L.1968, c.410 (C.52:14B-1 et seq.) to the contrary, the director may adopt, immediately upon filing with the Office of Administrative Law, such rules and regulations as the director deems necessary to implement the provisions of P.L.2005, c.67 (C.40A:11-16.6) which shall be effective for a period not to exceed 12 months. The regulations shall thereafter be amended, adopted or readopted in accordance with the provisions of P.L.1968, c.410 (C.52:14B-1 et seq.).

#### **N.J.S.A.40A:11-13(e)**

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.

#### **40A:11-17. Number of working days specified**

All specifications for the doing of any public work for a contracting unit shall fix the date before which the work shall be completed, or the number of working days to be allowed for its completion; and every such contract shall contain a provision for a deduction, from the contract price, or any wages paid by the contracting unit to any inspector or inspectors necessarily employed by it on the work, for any number of days in excess of the number allowed in the specifications.

#### **40A:11-16.1. \$100,000 contracts for improvements to real property; retainage, security**

Whenever any contract, the total price of which exceeds \$100,000.00, entered into by a contracting unit, for the construction, reconstruction, alteration or repair of any building, structure, facility or other improvement to real property, requires the withholding of payment of a percentage of the amount of the contract, the contractor may agree to the withholding of payments in the manner prescribed in the contract, or may deposit with the contracting unit registered book bonds, entry municipal bonds, State bonds or other appropriate bonds of the State of New Jersey, or negotiable bearer bonds or notes of any political subdivision of the State, the value of which is equal to the amount necessary to satisfy the amount that otherwise would be withheld pursuant to the terms of the contract. The nature and amount of the bonds or notes to be deposited shall be subject to approval by the contracting unit. For purposes of this section, "value" shall mean par value or current market value, whichever is lower.

If the contractor agrees to the withholding of payments, the amount withheld shall be deposited, with a banking institution or savings and loan association insured by an agency of the Federal government, in an account bearing interest at the rate currently paid by such institutions or associations on time or savings deposits. The amount withheld, or the bonds or notes deposited, and any interest accruing on such bonds or notes, shall be returned to the contractor upon fulfillment of the terms of the contract relating to such withholding. Any interest accruing on cash payments withheld shall be credited to the contracting unit.

#### **C.40A:11-16.2**

Any contract, the total price of which exceeds \$100,000.00, entered into by a contracting unit involving the construction, reconstruction, alteration, repair or maintenance of any building, structure, facility or other improvement to real property, shall provide for partial payments to be made at least once each month as the work progresses, unless the contractor shall agree to deposit bonds with the contracting unit pursuant to P.L.1979, c.152 (C.40A:11-16.1).

#### **40A:11-16.3. WITHHOLDING OF PAYMENTS**

- a. With respect to any contract entered into by a contracting unit pursuant to (C.40A:11-16.2) for which the contractor shall agree to the withholding of payments pursuant to P.L.1979, c.152 (C.40A:11-16.1), 2% of the amount due on each partial payment shall be withheld by the contracting unit pending completion of the contract.
- b. Upon acceptance of the work performed pursuant to the contract for which the contractor has agreed to the withholding of payments pursuant to subsection a. of this section, all amounts being withheld by the contracting unit shall be released and paid in full to the contractor within 45 days of the final acceptance date agreed upon by the contractor and the contracting unit, without further withholding of any amounts for any purpose whatsoever, provided that the contract has been completed as indicated. If the contracting unit requires maintenance security after acceptance of the work performed pursuant to the contract, such security shall be obtained in the form of a maintenance bond. The maintenance bond shall be no longer than two years and shall be no more than 100% of the project costs.

#### **40A:11-16. SEPARATE PLANS FOR VARIOUS TYPES OF WORK; BIDS; CONTRACTS**

a. In the preparation of plans and specifications for the construction, alteration or repair of any public building by any contracting unit, when the entire cost of the work will exceed the bid threshold, the architect, engineer or other person preparing the plans and specifications may prepare separate plans and specifications for

(1)The plumbing and gas fitting and all kindred work;

(2)Steam power plants, steam and hot water heating and ventilating and refrigeration apparatus and all kindred work;

(3)Electrical work, including any electrical power plants, tele-data, fire alarm, or security system;

(4)Structural steel and ornamental iron work

#### **40A:11-16. e- f Fuel Price Adjustment**

d. Any bid specification prepared pursuant to this section that includes the use of 1,000 or more tons of hot mix asphalt, shall include a pay item for any asphalt price adjustment reflecting changes in the cost of asphalt cement. Any bid specification prepared pursuant to this section that includes the use of less than 1,000 tons of hot mix asphalt, shall include a pay item for an asphalt price adjustment for any quantity of hot mix asphalt exceeding 1,000 tons that maybe used in the work in the event that performance of the work, including change orders, requires more than 1,000 tons of hot mix asphalt.

The asphalt price adjustment shall be calculated in accordance with the formula and relevant instructions published in the most recent edition of the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction as revised by the "Standard Inputs" periodically issued by the department. All invoices for payment shall be accompanied by the calculation of any asphalt price adjustment and a showing of the current month's Asphalt Price Index, the Basic Asphalt Price Index.

e. (1) Every bid specification prepared pursuant to this section may be eligible for a fuel price adjustment. Fuel that is eligible for a fuel price adjustment shall be the sum of the quantities of the eligible pay items in the contract times the fuel usage factors as determined by the Department of Transportation. The types of fuel furnished shall be at the option of the contractor.

(2) The fuel requirement for items not determined by the Department of Transportation to be eligible, and for pay items in the bid specifications calling for less than 500 gallons of fuel, shall not be eligible for a fuel price adjustment. If more than one pay item has the same nomenclature but with different thicknesses, depths, or types, each individual pay item must require 500 gallons or more of fuel to be eligible for a fuel price adjustment. If more than one pay item has the exact same nomenclature, similar pay items shall be combined and this combination must require 500 gallons are more of fuel to be eligible for the fuel price adjustment.



(3) Fuel price adjustments shall not be made in those months for which the monthly fuel price index has changed by less than five percent from the basic fuel price.

f. As used in subsections d. and e. of this section:

"Asphalt Price Index" means the Asphalt Price Index as determined and published by the New Jersey Department of Transportation.

"Basic Asphalt Price Index" means the Basic Asphalt Price Index as published by the New Jersey Department of Transportation in its "Standard Specifications for Road and Bridge Construction," as revised by the "Standard Inputs" periodically issued by the New Jersey Department of Transportation.

"Fuel Price Index" means the Fuel Price Index as determined and published by the New Jersey Department of Transportation.

"Pay Item" means a specifically described item of work for which the bidder provides per unit or lump sum price in a bid specification as determined and published by the New Jersey Department of Transportation.

#### **CHANGED CONDITION CLAUSES N.J.S.A.40a:11-16.7**

1. All construction contracts issued by a contracting unit for bids which were advertised on or after the effective date of P.L.2017, c.317 (C.40A:11-16.7 et seq.) shall include the changed conditions contract provisions set forth in this section, which provisions shall be deemed to be a part of any such contract even if not expressly incorporated therein, and which provisions may not be modified in any manner by the contracting unit.

a. A contract subject to this section shall include the following differing site conditions provisions:

(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

**REQUIRED EVIDENCE  
AFFIRMATIVE ACTION REGULATIONS  
N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27**

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L.1975, C.127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).

OR

2. A photocopy of approved Certificate of Employee Information Report.

OR

3. An Affirmative Action Employee Information Report (Form AA302)

OR

4. All successful construction contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE  
AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, c. 127 (N.J.A.C. 17:27)

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The following questions must be answered by all bidders:

1. Do you have a federally approved or sanctioned Affirmative Action Program?

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, please submit a copy of such approval.

2. Do you have a Certificate of Employee Information Report Approval?

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, please submit a copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L.1975, c.127 and agrees to furnish the required documentation pursuant to the law.

DATE: \_\_\_\_\_

COMPANY \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**Note: A contractor's bid must be rejected as non-responsive if a contractor fails to comply  
with requirements of P.L. 1975, c.127, within the time frame.**



**(REVISED 4/10)**

## **EXHIBIT A**

### **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 et seq.**

### **GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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, affection-al 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, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprentice-ship. 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 of the contractor's commitments under this chapter 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.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

## EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The 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:

Letter of Federal Affirmative Action Plan Approval.

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at:  
[http://www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Date:\_\_\_\_\_

Signature:\_\_\_\_\_

Company:\_\_\_\_\_



(REVISED 4/10)

## EXHIBIT B

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27-1.1 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 pre-scribed 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

## EXHIBIT B (Cont)

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 sub-contractor 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 sub-contractor 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:

(l) 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.

## **EXHIBIT B (Cont)**

(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.

## **EXHIBIT B (Cont)**

(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 apprentice-ship 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 pur-poses of these regulations, and public agencies shall furnish such information as may be re-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.

## **EXHIBIT B** (*Cont.*)

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

## NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY  
CITY OF TRENTON, COUNTY OF MERCER SS:

I, \_\_\_\_\_ of the City of \_\_\_\_\_,  
in the County of \_\_\_\_\_, and the State of \_\_\_\_\_,

of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_

of the firm of \_\_\_\_\_ bidder making the proposal for the above-named Contract, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participate in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Contract; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Trenton, County of Mercer relied upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the Contract for the said proposal.

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

\_\_\_\_\_  
(Name of Vendor)

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Signature of Notary Public)

Notary Public of \_\_\_\_\_

My Commission expires \_\_\_\_\_, 20\_\_

**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)

**MANDATORY**

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

**Name** \_\_\_\_\_ **of**  
**Organization:** \_\_\_\_\_

**Organization**

**Address:** \_\_\_\_\_

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

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Minority Women Business Enterprise (MWBE) (50% or more ownership)
- ☐ Other (be specific): \_\_\_\_\_

**Part II**

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

**OR**

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

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

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

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

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

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

**Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every 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 Corresponding Entity Listed in Part II	and	Home Address (for Individuals) or Business Address



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## **Part IV Certification**

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

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

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

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 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 thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

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

DATE: \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**STATE OF NEW JERSEY DEBARMENT NOTICE  
(REQUIRED)**

Pursuant to N.J.S.A34:11-56.37 and 34:11-56.38 of the Prevailing Wage Act:

**NO PUBLIC WORKS CONTRACT/S MAY BE AWARDED TO ANY CONTRACTORS AND SUBCONTRACTORS OR TO ANY FIRM, CORPORATION OR PARTNERSHIP IF THEIR NAME IS ON THE STATE OF NEW JERSEY, DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT DEBARMENT LIST OF CONTRACTORS AND SUB-CONTRACTORS.**

I, the vendor/Respondent, certify that my company has not been "Debarred or Suspended" or otherwise ineligible for participation in a Public Works Contract with the State of New Jersey, Government or Municipality, as described in the N.J.S.A34:11-56.37 and 34:11-56.38 of the Prevailing Wage Act:

Potential Vendor: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Signature of Notary Public)

Notary Public of \_\_\_\_\_

My Commission expires \_\_\_\_\_, 20\_\_

STANDARD BID DOCUMENT REFERENCE	
Name of Form:	<b>FEDERAL NON-DEBARMENT CERTIFICATION</b>
Statutory Reference:	N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)
Description:	Meets statutory criteria for certification of non-debarment by a federal government agency.

**Summary of the Certification Requirements under N.J.S.A. 52:32-44.1**

Pursuant to state law any natural person, company, firm, association, corporation, or other entity prohibited, or “debarred,” from contracting with the federal government agencies, shall also be prohibited from contracting for public work in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity.

Prior to awarding a contract for public work a local units must obtain written certification from the contracting person or entity through the form below, attesting to their non-debarment from contracting with federal government agencies. Contracting units are reminded that they must fill-in the boilerplate information in the certification sections of Parts II through IV regarding their name and type of contracting unit before using the form.

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

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

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Physical Address of Individual or Organization	
Unique Entity ID (if applicable)	
CAGE/NCAGE Code (if applicable)	
<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): \_\_\_\_\_

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the <b>individual or organization listed above in Part I</b> 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>&lt;name of contracting unit&gt;</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>&lt;type of contracting unit&gt;</b> to notify the <b>&lt;type of contracting unit&gt;</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>&lt;type of contracting unit&gt;</b> , permitting the <b>&lt;type of contracting unit&gt;</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.

<b>Name of Individual or Organization</b>			
<b>Physical Address</b>			
<b>OR</b>			
<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.		
<b>Section B (Skip if no Business entity is listed in Section A above)</b>			
<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.		
<b>Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity</b>			
<b>Physical Address</b>			
<b>OR</b>			
<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.		
<b>Section C – Part III Certification</b>			
<p>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 <b>Organization listed above in Part I</b> or, if applicable, owns greater than 50 percent of a parent entity of <b>&lt;name of organization&gt;</b>. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <b>&lt;name of contracting unit&gt;</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 <b>&lt;type of contracting unit&gt;</b> to notify the <b>&lt;type of contracting unit&gt;</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>&lt;type of contracting unit&gt;</b>, permitting the <b>&lt;type of contracting unit&gt;</b> to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities	
<b>Section A</b>	
<input type="checkbox"/>	Below is the name and address of the corporation(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent of voting stock, or of the partnership(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent interest therein, or of the limited liability company or companies in which the <b>Organization listed above in Part I</b> owns more than 50 percent interest therein, as the case may be.
<b>Name of Business Entity</b>	<b>Physical Address</b>
**Add additional sheets if necessary**	
<b>OR</b>	
<input type="checkbox"/>	The <b>Organization listed above in Part I</b> 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.

<b>Section B (skip if no business entities are listed in Section A of Part IV)</b>	
<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).
<b>Name of Business Entity Controlled by Entity Listed in Section A of Part IV</b>	<b>Physical Address</b>
**Add additional Sheets if necessary**	
<b>OR</b>	
<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.
<b>Section C – Part IV Certification</b>	
<p>I hereby certify that the <b>Organization listed above in Part I</b> 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 <b>&lt;name of contracting unit&gt;</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>&lt;type of contracting unit&gt;</b> to notify the <b>&lt;type of contracting unit&gt;</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>&lt;type of contracting unit&gt;</b>, permitting the <b>&lt;type of contracting unit&gt;</b> to declare any contract(s) resulting from this</p>	

certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	



STANDARD BID DOCUMENT REFERENCE						
<b>Name of Form</b>	<b>COMBINED CERTIFICATION: PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS &amp; INVESTMENT ACTIVITIES IN IRAN</b>					
<b>Statutory Reference</b>	P.L. 2022, c. 3 N.J.S.A. 52:32-55 et seq. N.J.S.A. 40A:11-2.1 N.J.S.A. 18A:18A-49.4					
<b>Applicability</b>		<b>Y/N</b>		<b>Mandatory</b>	<b>Optional</b>	<b>N/A</b>
	<b>LPCL</b>	<b>Y</b>	Goods and Services	<b>X</b>		
	<b>PSCL</b>	<b>Y</b>	Construction			<b>X</b>
<b>Instructions Reference</b>						
<b>Description</b>	<p>P.L. 2022, c. 3 prohibits the award, renewal, amendment, or extension of State and local public contracts for goods or services with persons or entities engaging in prohibited activities in Russia or Belarus. P.L. 2012, c.25 prohibits the award or renewal of State and local public contracts for goods and services with persons or entities engaged in certain investment activities in the energy or finance sectors of Iran.</p> <p>Before a goods and services contract can be entered into, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey Department of the Treasury's list of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 ("<u>Russia-Belarus list</u>") or in Iran pursuant to P.L. 2012, c. 25 ("<u>Chapter 25 list</u>").</p>					
<b>Description</b>	<p>P.L. 2022, c. 3 prohibits the award, renewal, amendment, or extension of State and local public contracts for goods or services with persons or entities engaging in prohibited activities in Russia or Belarus. P.L. 2012, c.25 prohibits the award or renewal of State and local public contracts for goods and services with persons or entities engaged in certain investment activities in the energy or finance sectors of Iran.</p> <p>Before a goods and services contract can be entered into, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey Department of the Treasury's list of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 ("<u>Russia-Belarus list</u>") or in Iran pursuant to P.L. 2012, c. 25 ("<u>Chapter 25 list</u>").</p>					

The Certification form requires the insertion of contracting unit identification information which should be filled in (in italics on the form) prior to its use.

# Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

## Part 1: Certification

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>  
[www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf).

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.

## CONTRACT AWARDS AND RENEWALS



*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)*

## CONTRACT AMENDMENTS AND EXTENSIONS

*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the*

## Part 2: Additional Information

### CONTRACT AMENDMENTS AND EXTENSIONS



*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)*

### IF UNABLE TO CERTIFY



*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*

### PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

### Part 3: Certification of True and Complete Information

*I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.*

*I acknowledge that the <Name of Contracting Unit> is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the <Name of Contracting Unit> to notify the <Name of Contracting Unit> in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the <Name of Contracting Unit> and that the <Name of Contracting Unit> at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)		Title	
Signature		Date	

### **EQUIPMENT CERTIFICATION**

The undersigned Bidder hereby certifies as follows:

1. The number and type of (*Type of Equipment or Vehicle, etc.*) intended to be used to fulfill all requirements of the Contract Documents with respect to the (*Scope of Work/Services*) are listed as Table 1 and 2 and attached hereto.

Note: If the Bidder owns or controls all the necessary equipment required, complete Paragraph 2 below. If the Bidder does not own or control all the necessary equipment required, complete Paragraph 3 below.

2. The bidder owns or controls all the necessary equipment shown in Table 1 and required to accomplish the work described in the Contract Documents during the Contract Term.

Name of Bidder: \_\_\_\_\_ By: \_\_\_\_\_  
(signature)

3. The Bidder does not own or control all the necessary equipment required to accomplish the Work described in the Contract Documents during the Contract Term. The equipment actually owned or controlled by the Bidder is identified in Table 1.

The remaining equipment required to perform the Work described is noted in Table 2 together with the certification of the owner or person in control of such equipment.

Name of Bidder: \_\_\_\_\_ By: \_\_\_\_\_  
(Signature)

**TABLE 1**  
**LIST OF EQUIPMENT**  
**OWNED OR CONTROLLED BY BIDDER**

<u>Type of Equipment</u> <u>(Vehicle, Pump, Etc)</u>	<u>Number</u>	<u>Make</u>	<u>Model</u>	<u>Equipment</u> <u>Age</u>
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**(Attach additional sheets if necessary)**

**TABLE 2**

**CERTIFICATION OF OWNER OR CONTROLLER OF EQUIPMENT  
NOT OWNED OR CONTROLLED BY BIDDER**

This is to certify that I, the undersigned, own or control the equipment required and noted below and definitively grant the Bidder named below the control of said equipment during such time as may be required for that portion of the Work described in the Contract Documents for which said equipment is necessary for the term of the contract.

\_\_\_\_\_ (Name of Bidder)                      \_\_\_\_\_ (Name of Owner or Controller)

Name of Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

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

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

Type of Equipment  
(Vehicle, Pump, Etc)

Number    Make

Model                      Equipment  
                                    Age

(Attach additional sheets as necessary)

## NEW JERSEY PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATE APPLIES

The successful bidder/vendor will be required to submit and comply with N.J.S.A. 34:11-56.48, et seq.), which requires all contractors, subcontractors or lower tier subcontractors (including subcontractors listed in the bid proposal) who bid on or engage in the performance of any public work to register with the Department of Labor and Workforce Development. The Contractor Registration Certificate is issued to both the company and its responsible representative. Proof is in the form of a Contractor Registration Certificate.

For information regarding the registration process, please contact the Department of Labor and Workforce Development at [www.nj.gov/labor](http://www.nj.gov/labor) (click on Wage & Hour then Registration & Permits) or call 609/292-9464.

Contractors and Sub-Contractors **must** be registered with the Department of Labor and Workforce Development, Wage and Hour prior to bid submittal.

A copy of the Public Contractors Registration Certificate for the Contractor and the Sub-Contractors is **required** prior to award of the contract.



**NOTICE OF INTENT TO SUBCONTRACT FORM  
(MANDATORY)**

This notice of intent must be completed and included as part of each bidder's proposal. Failure to submit this form will be cause for rejection of the bid as non-responsive.

Please check one of the below-listed boxes:

☐ If awarded this contract, I will engage subcontractors to provide certain goods and/or services.

ALL BIDDERS THAT INTEND TO ENGAGE SUBCONTRACTORS MUST ALSO SUBMIT A COMPLETED AND CERTIFIED SUBCONTRACTOR UTILIZATION PLAN WITH THEIR BID PROPOSALS. BIDDERS SHOULD ALSO SUBMIT A NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR EACH SUBCONTRACTOR AS WELL AS ANY LICENSES HELD BY SUBCONTRACTORS WITH THEIR BID PROPOSAL.

☐ If awarded this contract, I do not intend to engage subcontractors to provide any goods and/or services.

**ALL BIDDERS THAT DO NOT INTEND TO ENGAGE SUBCONTRACTORS MUST ATTEST TO  
THE FOLLOWING CERTIFICATION:**

I hereby certify that if the award is granted to my firm and if I determine at any time during the course of the contract to engage subcontractors to provide certain goods and/or services, I will submit the Subcontractor Utilization Plan for approval to the Business Administrator or his legal representative in advance of any such engagement of subcontractors. Additionally, I certify that in engaging subcontractors, I will make a good faith effort to achieve the subcontracting set-aside goals established for this contract, and I will attach to the plan documentation of such efforts.

Respectfully submitted by:

(Seal—if bid is by a  
corporation)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name, typed or printed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Business Address/Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

**PROVIDE A LIST SUB-CONTRACTORS  
COPY OF LICENSES SUBMITTED WITH BID  
(MANDATORY IF APPLICABLE)**

NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
FAX NO. \_\_\_\_\_  
TRADE \_\_\_\_\_  
LICENSE NO. \_\_\_\_\_

NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
FAX NO. \_\_\_\_\_  
TRADE \_\_\_\_\_  
LICENSE NO. \_\_\_\_\_

NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
FAX NO. \_\_\_\_\_  
TRADE \_\_\_\_\_  
LICENSE NO. \_\_\_\_\_

NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
FAX NO. \_\_\_\_\_  
TRADE \_\_\_\_\_  
LICENSE NO. \_\_\_\_\_

NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
FAX NO. \_\_\_\_\_  
TRADE \_\_\_\_\_  
LICENSE NO. \_\_\_\_\_

**PREVAILING WAGE STATEMENT  
(APPLIES)**

As noted, and required, the successful bidder/vendor will be required to submit and comply with all federal and local New Jersey laws regarding payment of prevailing wage rates. To that end, I \_\_\_\_\_, an authorized representative of \_\_\_\_\_, accept that legal requirement and indicate by signing this document, the firm's intention and willingness to comply.

This project is subject to both New Jersey State and Federal Prevailing wage requirements. The higher of the two wage rates and fringe benefits for each worker classification shall be the wage rate used. The New Jersey wage and fringe benefits rate in effect on the date the contract is awarded will be the State rates for the duration of the project. All New Jersey predetermined rate increases at the time of the contract award also apply. The Federal wage rate and fringe benefits that are in effect ten (10) days prior to the bid opening date will be the Federal rates for the duration of the project, provided that the contract is executed within 90 days of the bid opening date.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **Immigration and Naturalization Laws and Criminal Background Check (As Applicable)**

Vendors must comply with all Immigration and Naturalization Laws as are currently in force on each potential employee to work under this contract on City of Trenton. If the City requires a background check, the vendor must contact the New Jersey State Police to perform a Criminal Background Check **on each potential employee to work under this contract on City of Trenton property.**

A copy of the results of the Criminal Background Check must be provided to the City of Trenton Department of \_\_\_\_\_ at least ten (10) days prior to an employee being permitted access to property. The department will notify the vendor if a proposed vendor employee will not be permitted to work under this contract within ten (10) workdays following receipt of the results. If the City of Trenton does not notify the vendor of such exclusion within ten (10) days, the vendor may assign said employee to work under the contract.

The vendor must provide the results of a Criminal Background Check on its employees working under the contract on property every twelve (12) months.

Please access the following website for Instructions For Obtaining a Criminal History Record:  
[http://www.state.nj.us/lps/njsp/about/serv\\_chrc.html](http://www.state.nj.us/lps/njsp/about/serv_chrc.html)

**PROVIDE THREE (3) REFERENCES  
(REQUIRED)**

NAME\_\_\_\_\_

ADDRESS\_\_\_\_\_

CITY, STATE, ZIP\_\_\_\_\_

TELEPHONE:\_\_\_\_\_

FAX NO.\_\_\_\_\_

DESCRIPTION OF WORK:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAME\_\_\_\_\_

ADDRESS\_\_\_\_\_

CITY, STATE, ZIP\_\_\_\_\_

TELEPHONE:\_\_\_\_\_

FAX NO.\_\_\_\_\_

DESCRIPTION OF WORK:\_\_\_\_\_

DESCRIPTION OF WORK:\_\_\_\_\_

NAME\_\_\_\_\_

ADDRESS\_\_\_\_\_

CITY, STATE, ZIP\_\_\_\_\_

TELEPHONE:\_\_\_\_\_

FAX NO.\_\_\_\_\_

DESCRIPTION OF WORK:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## CONTRACT AWARD

Upon opening bids, pricing shall remain firm for a period of sixty (60) calendar days. In the event that the award is not made within sixty (60) calendar days, bidders may hold their bid consideration beyond sixty days or until the contract is awarded.

☐ Check here if willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

☐ Check here if not willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

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**AUTHORIZED SIGNATURE**

## EMERGENCY SERVICES

In the event of an emergency, Vendor will provide priority service for the City of Trenton.

## VENDOR EMERGENCY COMPLIANCE

YES ☐

NO ☐

In the event of an emergency, identify your company procedure for emergency delivery of services should your facility be affected by a critical disruption:

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**BID PROPOSAL FORM**  
**VENDOR MUST COMPLETE**

The undersigned bidder declares that he/she has read the Notice to Bidders, Instructions to Bidders, Affidavits and Specifications attached, that he/she has determined the conditions affecting the bid agrees, if this proposal is accepted, to furnish and deliver the following:

\_\_\_\_\_  
**(SIGNATURE BY AUTHORIZED REPRESENTATIVE)**

The undersigned is a Corporation, Partnership or Individual under the laws of the State of \_\_\_\_\_ having its principal office at \_\_\_\_\_

\_\_\_\_\_  
COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

ADDRESS \_\_\_\_\_

FED. ID # \_\_\_\_\_

NAME \_\_\_\_\_

TELEPHONE \_\_\_\_\_

FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

DATE \_\_\_\_\_



**IF AWARDED A CONTRACT, PLEASE PROVIDE CONTACT, ADDRESSES FOR PURCHASE ORDERS AND CHECK REMIT TO INFORMATION, COPY OF YOUR W9 AND UPON AWARD, FORWARD TO THE CITY OF TRENTON, ACCOUNTS AND CONTROL DEPARTMENT, 319 EAST STATE STREET, TRENTON, NJ 08608 (609) 989-3043.**

CONTRACT

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COMPANY

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PURCHASE ORDER MAILED TO:

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CHECK REMIT TO:

---

---

TELEPHONE

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FAX

## This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

[illegible]