

CONTRACT AWARDS	
AB2024-12 REPAIR OF PUMPING SYSTEMS, ELECTRIC MOTORS, AND WATER WELL INSPECTION, DRILLING	
RESOLUTION NUMBER: 2024-514	
CONTRACT TERM: AUGUST 15, 2024 THROUGH AUGUST 14, 2025	
CONTRACT NUMBER	C24-0066
NAME OF BIDDER	A.C. SCHULTES, LLC
ADDRESS	664 S. EVERGREEN AVENUE
CITY, STATE, ZIP	WOODBURY HEIGHTS, NJ 08097
CONTACT	AUGUST C. SCHULTES IV PRESIDENT
TELEPHONE	856-845-5656
FAX	856-845-1335
E-MAIL	GUSIV@ACSCHULTES.COM
NJ SAVI	N/A
NEW JERSEY BUSINESS REGISTRATION	OK, 0072546
BID GUARANTEE	WESTERN SURETY COMPANY 10% NTE 20k
CONSENT OF SURETY	DANIEL P. DUNIGAN POA
PW CONTRACTORS REGISTRATION	48148 EXP. 03.24.2025
WELL DRILLER OR MASTER WELL DRILLER LICENSE PW AND BRC	IN-HOUSE, LICENSE # 230667260
PUMP INSTALLERS LIC. PW & BRC	IN-HOUSE, LICENSE # 230616500
ELECTRICAL LICENSE PW AND BRC	ABS ELECTRIC, LICENSE #3YEB01525300, PW CERT# 632525 EXP. 09.08.26, , NJBRC OK,1008508

AB2024-12 REPAIR OF PUMPING SYSTEMS, ELECTRIC MOTORS, AND WATER WELL INSPECTION, REPAIR, AND DRILLING FOR THE COUNTY OF MERCER FOR A PERIOD OF ONE (1) YEAR WITH AN OPTION TO EXTEND ONE (1) YEAR.

NAME OF BIDDER: A.C. SCHULTES, LLC

DEPARTMENT OF BUILDINGS AND GROUNDS & MERCER COUNTY PARK COMMISSION

GROUP ONE: PUMPS, COMBINATION PUMP AND ELECTRIC MOTOR UNITS; ESTIMATED NUMBER OF HOURS	245
HOURLY RATE	\$ 170.00
TOTAL	\$ 41,650.00
GROUP TWO: ELECTRIC MOTORS ONLY; ESTIMATED NUMBER OF HOURS	220
HOURLY RATE	\$ 170.00
TOTAL	\$ 37,400.00
GROUP THREE: WATER WELL INSPECTION, REPAIR AND DRILLING; ESTIMATED NUMBER OF HOURS	220
HOURLY RATE	\$ 170.00
TOTAL	\$ 37,400.00
COST FOR WELL PIPING PHOTOGRAPHY (PER OCCURANCE)	\$ 800.00
ESTIMATED FOR 10 PROJECTS	\$ 8,000.00
GRAND TOTAL (BASIS OF AWARD)	\$ 124,450.00
LICENSING	INSERT LICENSE NUMBER AND PROVIDE COPIES WITH RESPONSE
WELL DRILLER LICENSE OR MASTER WELL DRILLER LICENSE	623635
PUMP INSTALLER LICENSE	623635
ELECTRICAL LICENSE	3YEB01525300
PLUMBING LICENSE	NOT APPLICABLE

Approved as to Form and Legality

Date

August 15, 2024

County Counsel

AWARD OF BID RECEIVED JUNE 11, 2024 TO A.C. SCHULTES, INC., FOR THE REPAIR OF PUMPING SYSTEMS, ELECTRIC MOTORS, AND WATER WELL INSPECTION, REPAIR, AND DRILLING FOR THE COUNTY OF MERCER. FOR A PERIOD OF ONE (1) YEAR WITH AN OPTION TO EXTEND ONE (1) YEAR. PERIOD: AUGUST 15, 2024 THROUGH AUGUST 14, 2025. TOTAL AMOUNT NOT TO EXCEED: \$236,950.00(AB2024-12)

WHEREAS, the Mercer County Purchasing Agent has advertised for bids for the Repair of Pumping Systems, Electric Motors, and Water Well Inspection, Repair, and drilling for the County of Mercer for a period of one (1) year with an Option to Extend one (1) year, through bid terms and specifications, as provided by law; and,

WHEREAS, one (1) sealed bid was received on June 11, 2024 in connection with the aforementioned services; and,

WHEREAS, the sole bidder hereinafter designated is the lowest qualified bidder; and,

WHEREAS, the bid received from A.C. Schultes, Inc., 664 S. Evergreen Avenue, Woodbury Heights, NJ 08097, shall be awarded in the total amount not to exceed \$236,950.00, for a period of one (1) year with an option to extend one (1) year from August 15, 2024 through August 14, 2025 and,

Clerk to the Board

RECORD OF VOTE													
COMMISSIONERS	Aye	Nay	N.V.	Abs	Res	Sec	COMMISSIONERS	Aye	Nay	N.V.	Abs	Res	Sec
Frisby	X				✓		Stokes	X					
Lewis	X					✓	Walter	X					
McLaughlin				X			Cimino	X					
Melker	X												

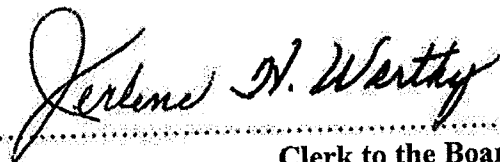
X—Indicates Vote Abs.—Absent N.V.—Not Voting
 Res.—Resolution Moved Sec.—Resolution Seconded

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WHEREAS, the Chief Financial Officer of Mercer County has certified in writing the availability of funds, for the purposes set forth in this Resolution; said certification is on file with the Clerk to the Board and such funds are available in the 2024 Mercer County Budget and are contingent upon the inclusion in and adoption of the 2025 Mercer County Budget; now, therefore,

BE IT RESOLVED, that the County Executive and Clerk to the Board are hereby authorized to execute contracts on behalf of the County of Mercer when presented in a form approved by County Counsel; and,

BE IT FURTHER RESOLVED, that the Clerk to the Board shall forward a copy of this Resolution to the Mercer County Park Commission, and the Mercer County Purchasing Agent for further distribution.


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Clerk to the Board

**SPECIFICATIONS FOR REPAIR OF PUMPING SYSTEMS, ELECTRIC MOTORS AND WATER WELL INSPECTION,
REPAIR AND DRILLING FOR THE COUNTY OF MERCER
CONTACT PERSON: PARK COMMISSION – ROBERT DOHERTY, SUPERINTENDENT OF OPERATIONS 609-
947-2166; RDOHERTY@MERCERCOUNTY.ORG ,DIRECTOR OF BUILDINGS AND GROUNDS-KARL
THOMAS 609-649-2022**

INTENT

The County of Mercer requests bids for repair and replacement of positive displacement pumps, centrifugal pumps, thrush pumps, diaphragm pumps, chemical feed and Hazardous location pumps, peristaltic pumps, booster pumps, hot water pumps, self-priming pumps, associated CLA-valve repairs, domestic booster stations, variable frequency drive (VFD) pumps and equipment, sewage grinder pumps and open channel screen pumps (commutator), wet-well pumps, engine driven pumps, and magnetic drive pumps. This includes repair and replacement of specific pump related switches, magnetic contactors, pressure switches, safety cut-offs, and pressure actuated and pneumatic actuated switches. The contract shall be for a period of one (1) year with an option to extend one (1) year. The County shall award two contracts based upon the grand total cost. All questions can be submitted via Bidnet question portal or via email to ohibbert@mercercounty.org **no later than May 31, 2024.**

The awarded contractor shall attend a meeting with Mercer County Buildings and Grounds and Mercer County Park Commission personnel prior to commencement of the work.

WORK COVERED

BIDDERS SHALL BE LICENSED AND PROVIDE COPIES OF THEIR LICENSURE FOR PUMP INSTALLATION AND WELL DRILLING. ALL BIDDERS SHALL BE A WELL DRILLER AND PUMP INSTALLER CONTRACTOR. THE MASTER WELL DRILLER LICENSE COVERS WELL DRILLING AND PUMP INSTALLATION.

BIDDERS SHALL BE LICENSED THROUGH THE NJ DEP. BIDDERS SHALL HAVE FIVE (5) YEARS EXPERIENCE IN THE REPAIR OF PUMPS, ELECTRIC MOTORS AND WATER WELL INSPECTION, REPAIR AND DRILLING. BIDDERS SHALL PROVIDE THREE (3) REFERENCES OF SIMILAR WORK.

IN THE EVENT THAT A LICENSED ELECTRICIAN OR PLUMBER IS REQUIRED, BIDDERS SHALL NAME THEIR PLUMBING AND OR ELECTRICAL SUBCONTRACTOR, OR STATE THAT WORK WILL BE PERFORMED IN-HOUSE, WITH A COPY OF THE PLUMBING AND ELECTRICAL LICENSE.

LICENSING FOR WELL DRILLERS AND PUMP INSTALLERS: Bidders shall be licensed in the appropriate class as required regulation N.J.A.C. 7:9D-1 et seq., through:

**State of New Jersey Department of Environmental Protection
Division of Water Supply
Bureau of Water Systems & Well Permitting
P.O. Box 426
Trenton, New Jersey 086250426
www.nj.gov/dep/watersupply**

GENERAL PROVISIONS FOR WELL DRILLER LICENSES AND PUMP INSTALLER LICENSES OF THE PROPER CLASS

Well driller licenses are classified as master well driller licenses, journeyman and journeyman;

Or well driller licenses, monitoring well driller licenses, dewatering well driller licenses, and soil borer licenses.

LICENSURE

The following licenses are required to perform work stated within the bid specifications:

1. **PLUMBING LICENSE** (PROVIDE NAME OF PLUMBING SUBCONTRACTOR. IF PERFORMED IN-HOUSE, PLEASE STATE IN-HOUSE)
2. **ELECTRICAL LICENSE** (PROVIDE NAME OF ELECTRICAL SUBCONTRACTOR. IF PERFORMED IN-HOUSE, PLEASE STATE IN-HOUSE)
3. **WELL DRILLER LICENSE**
4. **PUMP INSTALLER LICENSE**

OR

MASTER WELL DRILLER LICENSE WHICH COVERS WELL DRILLER AND PUMP INSTALLER (COVERS 3 AND 4)

BACKGROUND CHECKS

The awarded contractor shall perform a criminal background check on each potential employee and provide reports to the respective contact for each department at Mercer County.

WARRANTY

All labor and materials shall be covered through a one (1) year warranty.

MERCER COUNTY PARK COMMISSION

Scope of Work for all Park Commission facilities will include all three Groups listed in this bid specification including Septic Lift Stations at Mercer County Park East and West Picnic Areas, Tennis Complex, Skating Center and Mercer Oaks Golf Course, Equestrian Center, Rosedale Park Picnic Area and Dog Park, Princeton Country Club and Mt. View Golf Courses and Howell Living History Farm, Wildlife Center and Historic Hunt House. This contract shall also cover Potable Water Wells at Rosedale Park Picnic Area and Dog Park, Historic Hunt Barn, Irrigation Wells No. #1 and No. #2 MCP, Valley Road Picnic Area and Howell Living History Farm, Hopewell Valley Golf Course.

MERCER COUNTY BUILDINGS AND GROUNDS

The County of Mercer owns and operates several facilities housing sewage lift stations, ejector pumping equipment, domestic hot water pumps, rain water collection systems and holding tanks with pumping equipment. Confined space entry awareness, equipment and manpower are essential. The locations follow; however, the county may require services at additional facilities.

Mercer County Civil Court House - 400 Warren Street, Trenton, NJ 08611

McDade Administration Building - 640 S. Broad Street, Trenton, NJ 08611

Old Civil Court House - 175 S. Broad Street, Trenton, NJ 08611

Dempster Fire Training Academy - 350 Lawrence Station Road, Lawrenceville, NJ 08648

Mercer County Airport Facility – 1100 Terminal Circle Drive, Suite 301, West Trenton, NJ 08628

MERCER COUNTY CORRECTION FACILITY WASTE WATER TREATMENT FACILITY

In addition to building and facility related general pumping equipment, Mercer County owns and operates a 90,000 GPD Waste Water Treatment facility at the Mercer County Correction Center. The treatment facility is classified S-2, and is under the Direction A licensed operator and certified by NJDEP. The facility operates numerous grinder pumps, diaphragm pumps, submersible pumps, several lift stations, wet wells, open channel commutator pump, screening equipment, brush aerators, rotating trickling filter equipment, with various motor sizes. Motors range from 480 three phase to process control motors 115 volt. There are control circuits, and variable frequency drive systems that operate various motors and in some cases data systems that operate the control circuits. Familiarization and knowledge of this equipment and the wastewater process is essential to eligibility of the successful bidder.

Mercer County also owns and operates a 100,000 GPD potable water treatment facility with three 6" incased groundwater wells, averaging 300 to 400 ft. in depth and a booster and pump station with a 100,000-gallon water storage tank. The pump station houses a hypo chlorination disinfection system with monitoring equipment and dosing pumps. Each groundwater well is served by various sized submersible Grundfos well pumps with screens, and "M" scope tubes. Pumps are 480 Volt and range from 30 gal per minute to 70 gallons per minute. They are operated by a SCADA Control system, controlled and monitored on site via internet access off site. The wells, distribution system and monitoring system are all under the direction of a W-1 licensed operator and certified by the NJDEP. Familiarization and knowledge of this equipment is essential to the eligibility of the successful bidder.

A NJDEP certified well drillers license and associated well drilling equipment is required for any work performed on well pumps and associated pumping equipment. Bidders must be authorized to perform preventive maintenance and repairs on the referenced systems.

The Contract Manager shall be available for calls 24 hours a day, seven (7) days a week. The Contractor shall respond to all requests for service within four (4) hours of notification.

WORKING HOURS

REGULAR BUSINESS HOURS shall be work performed between 6:00 AM to 6:00 PM, Monday through Friday, excluding County holidays.

AFTER HOURS shall be work performed after 6:00 PM and before 6:00 AM the next morning and Saturday work.

SUNDAY AND HOLIDAYS shall be work performed during Sundays or during any County holiday.

PREVAILING WAGE ACT AND PUBLIC WORKS CONTRACTOR REGISTRATION ACT

Contractors shall comply and adhere to all requirements of the New Jersey Prevailing Wage Act and Public Works Contractor Registration Act. The awarded contractor shall submit a certified payroll record to the County designee for Parks and Buildings and Grounds within ten (10) days of the payment of 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 to the County. 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. All work to be performed shall be in accordance with the Project Documents, Drawings and Specifications.

MINIMUM ORDERS

There shall be no minimum requirements

EQUIPMENT REPAIR REQUIREMENTS

No service or repairs will be performed without prior approval from Mercer County or the owners. No bill shall be rendered for any repairs or service that has not been performed.

All repairs and service shall be completed within the time frame as defined by the owner. Any extension of this time must have prior approval from Mercer County or the owners. Every effort must be made to meet appointment schedules and promised completion times.

All servicing technicians will be factory certified or trained and certified in the work to be performed. Proof of factory certification or training will be included with this bid specification. No service or repair will be attempted in which personnel are not fully qualified or trained. Contractor shall have the equipment and supplies to perform repairs as described in this proposal. A written PM or repair estimate shall be provided before any repairs or service can take place. All equipment must be protected while in the possession of the vendor. Unless otherwise instructed by the owners, all parts that are removed in the repair of the systems must be returned with the equipment with the exception of warranty parts. All corrective repair service will be performed at no additional charge to the owners. Any additional repair service and /or parts that the winning contractor deems necessary, beyond the original repair request, must first be approved by Mercer County and its owners. All warranty claims shall be completed within 24 – 48 hours at no additional cost to the owners.

Compliance with all federal, State or local D.E.P. standards or regulations shall be the responsibility of each contractor. Confined space entry is required and contractor must have trained, certified entry team with their own equipment and safety gear. Lock out and tag out rules will be strictly enforced.

TIME AND MATERIAL HOURS

Quotes for any work shall include a cost breakdown submitted by the contractor as follows: labor rate, quantity of hours, materials list, wholesale cost (with evidence of same) and mark up, at applicable contract rates. Each call shall generate a separate invoice detailing the labor charge and the parts/materials as outlined above.

INVOICING

All invoices are required to include the proper purchase order number, which can be obtained by calling the requesting department. Awarded contractors shall provide detailed invoicing itemizing each the hourly rate, materials broken out reflecting cost of materials and 10% upcharge. Proof of purchase is required to be submitted with invoice. Within ten days of paying your employees, certified payrolls shall be submitted to the county designee.

HOURLY LABOR RATE

The County does not guarantee any minimum number of hours and will pay only for the actual number of hours authorized and worked at the bid rate. The labor charge should include all travel time. No additional travel will be honored. The County will not pay for hours not worked.

OVERTIME

Overtime shall be paid at 1.5 times the awarded contractor's hourly rate.

MATERIALS

The County will only pay for materials that have been authorized and used. Parts/Materials Prices: All materials shall be invoiced at actual wholesale cost plus a ten (10%) markup defined in the proposal. The contractor shall maintain an adequate inventory of applicable supplies, spare parts and replacement equipment within the service vans, or at contractor's place of business, in order that emergency repairs can be made to the using agency's equipment at once with a minimum of shut-down time.

EXPERIENCE PERFORMANCE

Contractor will be required to have a minimum of 5 years' experience. The Contractor shall furnish all resources (i.e. supervision, labor, transportation, materials, supplies and equipment) necessary to fulfill all the requirements and satisfactorily perform all the services. Bidders shall provide references of three projects of similar type over the past three years.

PERMITS AND RESPONSIBILITIES

The Contractor shall be responsible for obtaining all necessary licenses and permits. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's negligence and shall take proper safety and health precautions to protect the work, the workers, the public and the property of others. In addition, the Contractor shall be responsible for all materials delivered and work performed until completion and acceptance of the entire work.

The Contractor shall comply with all applicable revisions, additions, changes and/or upgrades to any Federal, state, and municipal laws, codes, and regulations which are in effect on the date of Contract and which affect the performance of the work. The Contractor shall also obtain and pay the costs of any royalties and licenses for any patented or copyrighted items used in the performance of the work.

It shall be the responsibility of the Contractor to promptly notify the County Designee if an official in charge of compliance with the Occupational Safety and Health Act visits the work site. Contractor shall properly disinfect any service lines and or pump equipment after any and all domestic well pump or booster pump repairs as per DEP guidelines on disinfection rules.

VOC REQUIREMENT

The Contractor shall use on the job site only chemicals and cleaning products that do not exceed the national Volatile Organic Chemical (VOC) limitations rule(s) published by the U.S. Environmental Protection Agency (EPA).

ON-SITE PERSONNEL

The Contractor agrees to utilize responsible and capable employees in the performance of all services of this Contract. The Contractor shall provide on the job site all the manpower, labor and supervision required to fulfill the requirements. The awarded contractor shall provide background checks on all employees working on the project.

PROMPT PAYMENT

In compliance with N.J.S.A. 2A:30A-1 et seq., the County of Mercer shall impose the following payment process:

The County of Mercer shall pay the submitted bill not more than 30 calendar days after the receipt of the bill by the Owner's Representative if the contractor has performed in accordance with the contract

and the work has been approved and certified by the Owner's Representative. The billing shall be deemed "approved" and "certified" 20 calendar days after the owner's representative receives it, unless the Owner's Representative provides, before the end of the 20-day period, a written statement of the amount withheld and the reason for withholding payment.

CONTRACTOR'S QUALIFICATIONS

The Contractor shall have at least five (5) years' experience in the business of troubleshooting, diagnosing, repairing and maintaining all types of pumps, electric motors, and wells. The Contractor shall provide written certification that all Contractor personnel performing work under this contract possess an in-depth working knowledge of all relevant equipment, and computer programs required to operate the systems described herein.

RESPONSE TIME

The Contract Manager shall be available for calls 24 hours a day, seven (7) days a week. The Contractor shall respond to all requests for service within four (4) hours of notification. Contractor must supply 24 hr. on call emergency contact number.

SAFETY AND PROTECTION PLAN

Prior to use of any products or materials, the Contractor shall provide the following submittals for review and approval by the Mercer County Designee. The Contractor shall furnish three copies of each submittal. The submittal shall provide at a minimum:

- Manufacturer's product data and literature
- Manufacturer's installation guidelines
- Samples, if required
- Material Safety Data Sheets (MSDS)

1.0 INTENT:

1.1 The intent of this invitation for bids is to source a contractor to provide the services identified below.

Group 1: Pumps only, combination pump and electric motor units -- repairs, overhaul, or replacement. The term pump and motor refers to the complete unit, wherein the pump and motor are considered one.

Group 2: Electric motor only -- repairs, overhaul, or replacement (fractional and whole Horsepower, AC or DC)

Group 3: Water well -- inspection, repair, and drilling. NOTE: Pumps, motors, or combination units at well sites are specifically for the well drilling contractors only, and not part of the other group services.

MERCER COUNTY PARK COMMISSION:

Twenty-One (21) water wells shall be maintained for the Mercer County Park Commission.

MERCER COUNTY BUILDING AND GROUNDS:

Three (3) water wells should be maintained for Mercer County Buildings and Grounds.

These devices are utilized in water well use, water supply environments, and sewage treatment environments.

1.2 This contract may be used for, or a combination of:

1.2.1 The contractor to remove, and install, with all work for repairs, overhaul, or new replacement performed by the Contractor.

1.2.2 The County to remove and install, take to Contractor's shop, for the purpose of repairing, overhauling or replacement, or.

1.2.3 as a commodities contract for the purchase of new pump units or electric motors and related equipment sold as cost, plus ten (10%).

1.2.4 Water well repairs and/or increased depth adjustments.

1.2.5 Repairs to pressure system or distribution system, and repairs to electric controls and protective devices.

1.2.6 Repair, overhaul, or replacement of other pump types, but not limited to: Split case, Centrifugal, Turbine, Vane, Diaphragm, Rotary, Submersible sump pumps, Multi-stage systems, High-pressure booster pumps and stations, chopper pumps

The County will pay a 10% markup on materials and supplies.

2.0 SCOPE OF SERVICES:

2.1 TECHNICAL REQUIREMENTS:

The Contractor shall furnish all necessary labor, tools, equipment, transportation, supervision, and all effort necessary to complete the specifications herein.

2.2 SERVICE HOURS:

REGULAR BUSINESS HOURS shall be work performed between 6:00 AM to 6:00 PM, Monday through Friday, excluding County holidays.

AFTER HOURS shall be work performed after 6:00 PM and before 6:00 AM the next morning and Saturday work.

SUNDAY & HOLIDAYS shall be work performed during Sundays or during any County holiday.

2.3 SERVICE GROUPS:

2.3.1 Group 1 — Pumps, combination pump and electric motor units -- repairs, overhaul, or replacement:

On-site or in-shop, provides repairs to, or replaces pump devices. This service is for bidders who have the capability to repair and/or replace the pump or the pump and motor devices in the field -or- provide shop only work. Should contractor provide shop only work, the County will be responsible for delivery to contractor's

shop. If contractor has the capability of fieldwork, a complete service truck inventoried with tools/parts is critical.

The Contractor shall troubleshoot, make repairs, provide machinist work, and provide welding if needed, and/or removal of pump to Contractor's shop if needed. If contractor, who has the capability of fieldwork, upon initiating work, determines equipment requires shop work, the Contractor shall incur pickup/delivery charges.

Warranty for this service:

All equipment repaired and replaced shall carry a one-year warranty, covering parts and labor.

All work shall be free of defects in materials and workmanship.

2.3.2 Group 2— Electric Motors:

On-site or in-shop, provides repairs to, or replaces electric motors. This service is for bidders who have the capability to repair and/or replace the electric motor and devices in the field -or- provide shop only work. Should contractor provide shop only work, the County will be responsible for delivery to the contractor's shop. If contractor has the capability of fieldwork, a complete service truck inventoried with tools/parts is critical.

Warranty for this service:

All equipment repaired and replaced shall carry a one-year warranty, covering parts and labor.

All work shall be free of defects in materials and workmanship.

2.3.3 Group 3— Water Well Inspection, Repair, and Drilling:

This service is for contractors who have the equipment, staff and expertise to inspect, repair, and drill water wells. This shall require a drill rig capable of depths to 1,000 feet with a twelve (12) ton capacity. Depths exceeding 1,000 feet are not a part of this contract.

Repairs to include the replacement of all well casings, including but not limited concrete, PVC, stainless, etc. Contractor's may encounter shale or other materials and shall be prepared to provide drilling equipment.

Well piping photography shall be priced per occurrence on the proposal page.

Water well services to include mobilization, brushing, swabbing, and clean out.

Service may be required including but not limited to the following systems: Arsenic Treatment System, Reverse Osmosis System, and Ultraviolet Light System.

Also included is additional drilling to increase the depth of an existing well. Additionally, deep well inspection services must be provided by the Contractor on an as needed basis.

Warranty for water well service:

All equipment repaired and replaced shall carry a one-year warranty, covering parts and labor. All work shall be free of defects in materials and workmanship.

SAFETY PROGRAM:

Observe all rules and regulations of the Federal, State, and local health officials, including regulations concerning construction safety and health standards. At the preconstruction meeting, submit to the County for approval a written safety program that meets or exceeds the minimum requirements of the Contract and applicable State or Federal regulations. Include at a minimum the following:

1. **Description.** Describe in detail how the safety program is implemented and monitored. Provide guidelines for protecting personnel from hazards associated with Project operations and activities. Establish the policies and procedures for safety practices that are necessary for the Work to be in compliance with the requirements of OSHA and other State and Federal regulatory agencies with jurisdiction, rules, regulations, standards, or guidelines in effect at the time the Work is in progress.
2. **Certification, Responsibility, and Identification of Personnel.** Identify the qualified safety professional responsible for developing the safety program and provide that person's qualifications for developing the safety program including, but not be limited to, education, training, certifications, and experience in developing this type of safety program. Provide a certification, executed by the qualified safety professional that developed the safety program, stating that the safety program complies with the rules, regulations, standards, and guidelines in effect at the time the Work is in progress, of OSHA, and other applicable Federal, State, and local regulatory agencies having jurisdiction.

Identify a safety officer and designate the on-site supervisory-level personnel responsible for implementing and monitoring the safety program until Acceptance and having the authority to take prompt corrective measures to eliminate hazards, including the authority to stop work. Include documentation of training provided to the on-site supervisory-level personnel. For work that requires a competent person as defined by OSHA, ensure that the person is capable of identifying existing and predictable hazards and has the authority to take prompt corrective measures to eliminate the hazards, including the authority to stop work. Include documentation of the qualifications of such competent persons identified, including certifications received.

3. **Elements of the Program.** Include information and procedures for the following elements:
 - a. **Chain of Command.** Include the responsibilities of the management, supervisor, safety officer, and employees.
 - b. **Traffic Control Coordinator.** Include the name and contact information.
 - c. **Environmental Manager.** Include the name and contact information.
 - d. **Local Emergency Telephone Numbers.** Include police, fire, medical
 - e. **Procedures for Handling Emergencies.** Provide guidelines for handling emergencies, including emergency action plans for accidents involving death or serious injury, property damage, fires, explosions, and severe weather. Include the emergency contact information of the Contractor's personnel responsible for handling emergencies.
 - f. **Training Topics.** Include regulatory and jobsite toolbox meetings. Include the documentation from the training and an attendance sheet for each.
 - g. **Contractor's Safety Rules.** Include housekeeping procedures and personal protective equipment requirements.
 - h. **Employee Disciplinary Policy.** Include the violation forms.

- i. **Safety Checklists.** Include project safety-planning, emergency plans and procedures, documentation, and protective materials and equipment.
- j. **Forms.** Include OSHA 300 Log
- k. **Security Policy Guidelines.** Provide a copy for the County.
- l. **Hazard Communication Program.** Provide the following:
 - 1. The location of and instructions for understanding the MSDS. Ensure that the location and instruction are available to anyone within the Project Limits.
 - 2. The person responsible for the hazard communication program and the method of informing personnel of the hazardous communication program. Include attendance sheets of hazard communication meetings.
 - 3. When performing work that generates airborne crystalline silica, include engineering and work practice controls to limit exposure levels to at or below the permissible exposure limit according to 29 CFR 1910.1000 Table Z-3. Ensure that the program includes employee training and respiratory protection measures according to 29 CFR 1910.134 and control of the area when the permissible exposure limit is exceeded. Provide a trained and competent person, according to 29 CFR 1926.30, within the Project Limits at all times when performing work that produces airborne crystalline silica.
- m. **Additional Requirements.** Provide additional procedures for Project specific topics including:
 - 1. Compressed gas cylinders.
 - 2. Confined spaces.
 - 3. Cranes.
 - 4. Electrical.
 - 5. Equipment operators.
 - 6. Fall protection.
 - 7. Hand and power tools.
 - 8. Hearing conservation.
 - 9. Highway safety.
 - 10. Lead.
 - 11. Lock out/tag out.
 - 12. Materials handling, storage, use, and disposal.
 - 13. Night work.
 - 14. Personal protective equipment.
 - 15. Project entry and exit.
 - 16. Respiratory protection.
 - 17. Sanitation.
 - 18. Signs, signals, and barricades.
 - 19. Subcontractors.
 - 20. Trenching.

The Contractor is responsible for implementing, monitoring, updating, and revising the safety program until Acceptance. Submit updates and revisions to the safety program to the County for approval when new information, new practices or procedures, or changing site and environmental conditions necessitate modifications to protect site personnel. Maintain a copy of the updated safety program, including the appropriate documentation associated with each element, within the Project Limits so that it is available to workers and other authorized persons entering the Project Limits. Provide program updates to County. The Contractor is responsible for safety in all aspects, and as set forth in the Insurance and Indemnification Agreement, shall defend and indemnify the County for any failure or breach to comply with the rules, regulations,

standards, and guidelines in effect at the time the Work is in progress, of OSHA, and other applicable Federal, State, and local regulatory agencies having jurisdiction pertaining to the Contractor's safety program.

CHANGE ORDERS:

All change order requests shall be submitted by the contractor to the Owner's Representative or County Project Manager. Changes must be reviewed and authorized in accordance with P. L. 2017, c. 317, N.J.S.A. 40A: 11-16.7 et seq., as applicable, and N.J.A.C. 5:30- 11 et seq. The following rates shall apply in computing indirect costs and profit for adjustments in situations not involving differing or changed conditions covered by P.L. 2017, c. 317, N.J.S.A. 40A: 11-16.7 et seq. When the contract time is increased as a result of a change, the resulting change in contract amount will include the indirect impact cost of extended performance, computed in accordance with the terms of this article, and no further consideration of such costs arising from the specific modification will be given. The percentages for overhead and profit shall be negotiated and may vary according to the nature, extent and complexity of the work involved. The percentages shall be applicable for deleted work as well as additional work. When a change consists of both added and deleted work, the applicable percentages shall be applied to the net cost or credit. In any event, the percentages shall not exceed the following:

a. Overhead will be the sum of:

(1) 15 percent of direct labor costs. NOTE: For the purpose of this article, the term "direct labor" shall include all foremen, equipment operators and skilled, semi-skilled and common laborers directly assigned to the specified operation. The term "direct labor costs" shall consist of the contract or actual payroll rate of wage per hour and fringe benefits paid for each and every hour that such employees are actually engaged in the performance of the work.

(2) 15 percent of direct material costs. NOTE: For the purpose of this article, the term "direct material costs" shall consist of the actual costs of the materials including applicable tax and transportation charges.

b. For rented equipment, an hourly rental rate will be used which will be determined by using the monthly rental rates taken from the current edition of the Rental Rate Blue Book for Construction Equipment and dividing it by 176. An allowance will be made for operating costs for each and every hour the equipment is actually operating in accordance with the rates listed in the aforesaid Rental Book. The contractor will be allowed only 65 percent of the rental rate on contractor-owned equipment. The County reserves the right to provide equipment to the awarded contractor.

c. Bond premiums, insurance, payroll taxes, and travel subsistence, if applicable, will be allowed at actual cost for the equitable adjustment allowed.

d. The prime contractor's profit on the subcontractor's work will be six percent of the subcontractor's costs. Subcontractor indirect costs will be computed in the same manner as for the prime contractor. The prime contractor agrees to incorporate this article in each of its subcontracts. NOTE: When more than one tier of subcontractors exists, for the purpose of markups, they shall be treated as one subcontractor.

e. A profit of six percent, where profit is allowable by the terms of the applicable contract provision, shall be added to the contractor's total cost for the equitable adjustment allowed. Indirect costs will not be duplicated in direct costs.

f. The General Contractor shall bill unit costs based upon the unit cost proposal provided with the bid.