

New Jersey Turnpike Authority

P.O. Box 5042, Woodbridge, NJ 07095



February 03, 2021

Document Change Announcement

2016 Standard Supplementary Specifications

Compliance Updates

DCA2021SS-01

Subject: Revisions to

Advertisement for Proposals

Appendix V, New Jersey Turnpike Authority Requirements for Disabled Veteran-owned Business Set-Aside Program for Construction Contracts

Appendix X, New Jersey Turnpike Authority Requirements for Small Business Enterprise Subcontractors' and Set-Aside Program for Construction Contracts

Section 102 Bidding Requirements And Conditions, Subsection 102.19 Ethics Standards (Executive Order 189 (Kean))

Section 104 Control Of Work, Subsection 104.13 Sanitary, Health and Safety Provisions

Description of Change:

This DCA contains miscellaneous compliance updates.

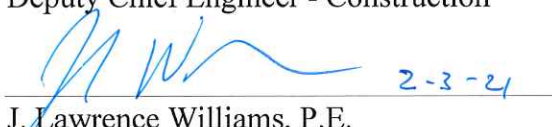
Notice to New Jersey Turnpike Authority Staff and Design Consultants

Effective immediately, all contracts currently in the design phase shall incorporate the revisions herein. For advertised contracts awaiting the opening of bids this revision shall be incorporated via addendum. Contact your New Jersey Turnpike Authority Project Manager for instruction.

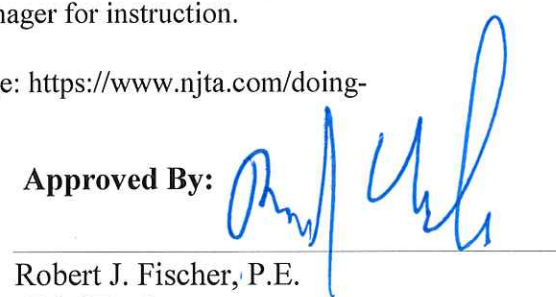
The revisions may be accessed on the Authority's webpage: <https://www.njta.com/doing-business/professional-services>

Recommended By:

 2/5/21
Michael Garofalo, P.E.
Deputy Chief Engineer - Construction

 2-3-21
J. Lawrence Williams, P.E.
Deputy Chief Engineer - Design

Approved By:


Robert J. Fischer, P.E.
Chief Engineer

Distribution: Senior Staff Engineering, Law, Maintenance and Operations Depts., UTCA, AGC, All Prequalified Consultant Firms, File

NOTE: Tracked changes herein indicate REVISIONS to the latest version of the 2016 Standard Supplementary Specifications.

ADVERTISEMENT FOR PROPOSALS

All Bidders must comply with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 **et seq.** relating to affirmative action rules prohibiting discrimination in employment and requiring affirmative action in performance of Contracts awarded to the successful Bidder.

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102.19 Ethics Standards (Executive Order 189 (Kean))

Replace the bullets sequentially with letters (A) through (G).

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104.13 Sanitary, Health and Safety Provisions

The following is added to the beginning of the Subsection:

Contractor shall abide by Executive Orders 122, 142, **192 and 196** (Murphy 2020), and any and all subsequent Executive Order(s) pertaining to safety precautions required as a result of Coronavirus disease 2019 ("COVID-19"). **Contractor shall locate such Executive Orders at**
https://nj.gov/infobank/eo/056murphy/approved/eo_archive.html.

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**APPENDIX V – NEW JERSEY TURNPIKE AUTHORITY REQUIREMENTS FOR
DISABLED VETERAN-OWNED BUSINESS SET-ASIDE PROGRAM FOR
CONSTRUCTION CONTRACTS**

VII. Subcontracting goal program and procedures

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- (c) For construction contracts, the State contracting agency shall review the project to determine whether the disabled veteran-owned business set-aside goals are appropriate or can be reasonably attained given the elements of the job. The State contracting agency may review the Division's list of classified contractors to determine the number of eligible businesses, as established at N.J.A.C. 17:14-2.1, that may reasonably be expected to participate in the project, giving consideration to the geographic location, required trades, and estimated dollar value of the project.
 - 7. The disabled veteran-owned business enterprise goal for construction projects set-aside can be reached either at the prime or subcontractor level.
 - 8. The public advertisement shall include a notice to prospective bidders disclosing the disabled veteran-owned business goal for the contract.
 - 9. Bidders shall provide sufficient documentation of its good faith efforts to meet the set-aside goal either with its bid or within 10 days of a request by the State contracting agency or other State agency. Failure to comply may preclude award of a contract to a bidder.
- (d) Each bidder awarded a contract for a procurement that contains the set-aside subcontracting goal requirement shall fully cooperate in any studies or surveys that may be conducted by the State contracting agency to determine the extent of the bidder's compliance with this chapter.

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XI. Post-Award Obligations

a. General Instructions:

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- 7. The Contractor agrees to pay each subcontractor and supplier for satisfactory performance of its subcontract no later than ten (10) days from the receipt of each payment the Contractor receives from the Authority.
- 8. In accordance with N.J.S.A. 52:32-41:
 - a. Prior to the issuance of a progress payment by a State agency to a prime contractor, the prime contractor shall certify to the State agency that a subcontractor or supplier has been paid any amount due from any previous progress payment and shall be paid any amount due from the current progress payment, or that there exists a valid basis under the terms of the subcontractor's or supplier's contract to withhold payment from the subcontractor or supplier and therefore payment is withheld.
 - b. If the prime contractor withholds payment from a subcontractor or supplier, the prime contractor shall provide to the subcontractor or supplier written notice of a withholding of payment. The notice shall detail the reason for withholding payment and state the amount of payment withheld. A copy of the notice shall be provided to the bonding company providing the performance bond for the general contractor and to the State agency.
 - c. In addition to any amount due, a subcontractor or supplier shall also receive from a prime contractor interest on the amount due at a rate equal to the prime rate plus 1% if a subcontractor or supplier is not paid within 10 calendar days after receipt by the

prime contractor of payment by a State agency for completed work which is the subject of a subcontract or a material supply agreement and if no valid basis exists for withholding payment. This interest shall begin to accrue on the 10th calendar day after receipt of payment by the prime contractor. In addition, a subcontractor or supplier shall receive any court costs incurred by the subcontractor or supplier to collect payments withheld without a valid basis by the prime contractor.

- d. If court action is taken by a subcontractor or supplier to collect payments withheld by a prime contractor and it is determined that a valid basis existed for the withholding of those payments, the subcontractor or supplier shall be liable for any court costs incurred by the prime contractor in connection with the action.

~~8. Refer to the Authority's SBE/DVOB Certificate of Participation ("Form E"). In accordance with N.J.S.A. 52:32-40 and 52:32-41, the Contractor shall certify, prior to the issuance of a progress payment by the Authority, that all subcontractors and suppliers have been paid any amounts due from previous progress payments and shall be paid any amounts from the current progress payment. Alternatively, the Contractor shall certify that there exists a valid basis under the terms of the subcontract to withhold payment from the subcontractor or supplier and therefore payment is withheld.~~

~~9. If the Contractor withholds payment from the Subcontractor or supplier, the Contractor shall provide to the Subcontractor or supplier written notice thereof. The notice shall detail the reason for withholding payment and state the amount of payment withheld. The Contractor shall send a copy of the notice to the Surety of the Contract Bond. A copy of the notice shall also be submitted to the Authority with the certification that payments are being withheld.~~

APPENDIX X - NEW JERSEY TURNPIKE AUTHORITY
REQUIREMENTS FOR SMALL BUSINESS ENTERPRISE
SUBCONTRACTORS' AND SET-ASIDE PROGRAM
FOR CONSTRUCTION CONTRACTS

VIII. Bid Requirements

(B) Post Award Obligations:

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8. The Contractor agrees to pay each Subcontractor and supplier under this contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the Contractor receives from the Authority.
9. In accordance with N.J.S.A. 52:32-41:
 - a. Prior to the issuance of a progress payment by a State agency to a prime contractor, the prime contractor shall certify to the State agency that a subcontractor or supplier has been paid any amount due from any previous progress payment and shall be paid any amount due from the current progress payment, or that there exists a valid basis under the terms of the subcontractor's or supplier's contract to withhold payment from the subcontractor or supplier and therefore payment is withheld.
 - b. If the prime contractor withholds payment from a subcontractor or supplier, the prime contractor shall provide to the subcontractor or supplier written notice of a withholding of payment. The notice shall detail the reason for withholding payment and state the amount of payment withheld. A copy of the notice shall be provided to the bonding company providing the performance bond for the general contractor and to the State agency.
 - c. In addition to any amount due, a subcontractor or supplier shall also receive from a prime contractor interest on the amount due at a rate equal to the prime rate plus 1% if a subcontractor or supplier is not paid within 10 calendar days after receipt by the prime contractor of payment by a State agency for completed work which is the subject of a subcontract or a material supply agreement and if no valid basis exists for withholding payment. This interest shall begin to accrue on the 10th calendar day after receipt of payment by the prime contractor. In addition, a subcontractor or supplier shall receive any court costs incurred by the subcontractor or supplier to collect payments withheld without a valid basis by the prime contractor.
 - d. If court action is taken by a subcontractor or supplier to collect payments withheld by a prime contractor and it is determined that a valid basis existed for the withholding of those payments, the subcontractor or supplier shall be liable for any court costs incurred by the prime contractor in connection with the action.
- ~~9. In accordance with N.J.S.A. 52:32-40 and 52:32-41, the Contractor shall certify, prior to the issuance of a progress payment by the Authority, that all Subcontractors and suppliers have been paid any amounts due from previous progress payments and shall be paid any amounts from the current progress payment. Alternatively, the Contractor shall certify that there exists a valid basis under the terms of the Subcontractors or supplier's contract to withhold payment from the Subcontractor or supplier and therefore payment is withheld.~~
- ~~10. If the Contractor withholds payment from the Subcontractor or supplier, the Contractor shall provide to the Subcontractor or supplier written notice thereof. The notice shall detail the reason for withholding payment and state the amount of payment withheld. If a Performance/Payment Bond has been provided under this contract, the Contractor shall send a copy of the notice to the Surety providing the bond for the Contractor. A copy of the notice shall also be submitted to the Authority with the certification that payments are being withheld.~~