



**CONTRACT #2088R-2**

**NORTH JERSEY DISTRICT  
WATER SUPPLY COMMISSION**

One F.A. Orechio Drive  
Wanaque, New Jersey 07465

Notice to Bidders,  
Information for Bidders, Form of Bid,  
Sample Contract, Exhibit A, Technical Specifications, Exhibit B, LLPS Existing Conditions,  
Exhibit C, Control House Existing Conditions and Elevations,  
Exhibit D, Old Admin. Building Existing Conditions and Elevations  
Certification & Disclosure Form, Access Approval Form  
Confidentiality and Non-Disclosure Agreement  
Disclosure of Investment Activities in Iran  
Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

**LOW LIFT PUMP STATION, CONTROL HOUSE AND OLD  
ADMINISTRATION BUILDING STONE POINTING AND  
WATERPROOFING**

Howard L. Burrell     )  
Chairman                )  
                              )  
Charles P. Shotmeyer   )  
Vice Chairman         )  
                              )  
Alan S. Ashkinaze      )  
                              )  
Jerome P. Amedeo       )  
                              )  
Donald C. Kuser        )  
                              )  
Robert C. Garofalo     )  
                              )  
James L. Cassella      )

Commissioners  
of the

**NORTH JERSEY DISTRICT  
WATER SUPPLY COMMISSION**

Prepared  
JUNE 2022

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## CONTRACT #2088R-2

### NOTICE TO BIDDERS

The **NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION** (the "Commission") is Soliciting proposals from General Contractors that have expertise in general construction, masonry and waterproofing as it pertains to historic masonry building construction. The building structures are part of the original North Jersey District Water Supply Commission's facilities located in Wanaque, Passaic County, New Jersey. The buildings are located in our "Headworks" complex that includes structures built in the early 20<sup>th</sup> century, circa 1918. The complex is an active water treatment complex that is part of the Wanaque Reservoir System owned by the North Jersey District Water Supply Commission, which supplies drinking water to over 4 million residents in Northern New Jersey.

The Scope of Work is to include, but not be limited to, leak repairs, masonry repointing and waterproofing of the structures identified as the Low Lift Pump Station, Control House and the Old Administration Building. The work will encompass all four building elevations (North, South, East and West) from the building's copings down to grade and/or adjoining roof surfaces.

The Successful Bidder shall be licensed in the State of New Jersey, shall have and provide upon request, demonstrable experience with general construction, masonry and waterproofing of industrial/commercial buildings. Bidders shall include references and at least ten (10) similar projects completed within their bids submitted to the Commission. In addition, the firm must own and maintain a local office within 100 miles of the Commission.

The project will be constructed under a single prime contract. The Selected Contractor shall be licensed in the State of New Jersey.

Sealed bids must be received before **1:30 PM THURSDAY, AUGUST 4, 2022** by the **NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION** in its offices at One F.A. Orechio Drive, Wanaque, New Jersey 07465, at which point they will be publicly opened and read for:

### **CONTRACT #2088R-2 LOW LIFT PUMP STATION, CONTROL HOUSE AND OLD ADMINISTRATION BUILDING STONE POINTING AND WATERPROOFING**

Bid Specifications are obtainable beginning **WEDNESDAY, JULY 6, 2022** through emailing Margaret M. Maddalena, the Commission's Contract Administrator, via email at [mmaddalena@njdwsc.com](mailto:mmaddalena@njdwsc.com). All bids must be made on the blank forms supplied by the Commission.

A **non-mandatory pre-bid meeting** will be held at the **Headworks, 744 Ringwood Avenue, Wanaque, New Jersey 07465** at **10:00 a.m. on Thursday, July 14, 2022**. While attendance is not mandatory, all bidders are **strongly recommended** to attend this pre-bid meeting and site visit. Failure to attend the Pre-Bid meeting does not relieve the Bidder of any obligations or requirements. Bidder can be held to have knowledge that would have been gained if the Bidder attended the Pre-Bid Meeting. The Commission will

## CONTRACT #2088R-2

### NOTICE TO BIDDERS

be practicing Social Distancing 6 ft. apart and require all respondents to wear a face mask.

The Commission and/or its employees do not express or imply any statements regarding existing conditions beyond what may be stated herein.

All bids must be made on the blank forms supplied by the Commission

For the convenience of the bidders, the Commission has annexed a draft Contract herein. Please be advised that the Contract annexed hereto is a draft only, and the Commission reserves the right to alter or amend the terms set forth therein prior to the awarding of the bid.

Sealed bids for performing the work described herein will be received by the Commission and a contract awarded in accordance with the requirements of the Commission. However, the Commission reserves the right to reject a bidder based upon a prior negative experience or upon any other grounds permitted by law.

**Access Approval Form** should be submitted, via email to Security, with a copy of a photo ID, twenty-four (24) hours in advance of arrival on site. Please note, a new **Access Approval Form** must be submitted to Security for every visit to the Commission. **Access Approval Form** may be found in (**Attachment "1"**) of the Bid Package.

The Selected Contractor will be required to sign a Confidentiality and Non-Disclosure Agreement at the time of the Contract award and it shall be incorporated as an Attachment into the final Contract.

The Commission and/or its employees do not express or imply any statements regarding existing conditions beyond what may be stated herein. Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. and all other applicable statutes, laws or regulations concerning discrimination in employment of workers on public works projects. If awarded a contract your company/firm will be required to comply with requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

Bidders are required to submit a valid Business Registration Certificate from the State of New Jersey, Department of Treasury, Division of Revenue with their bid. Failure to submit proof of registration prior to the award of a contract shall be cause for rejection of the bid without further consideration.

**Sealed Bids:** Each bid submission must be enclosed in a sealed envelope addressed to:

**North Jersey District Water Supply Commission**  
**One F.A. Orechio Drive**  
**Wanaque, New Jersey 07465**  
**Attention: Margaret Maddalena, Contract Administrator**

The information below must be clearly shown on the outside envelope of all bids:

**CONTRACT #2088R-2**

**NOTICE TO BIDDERS**

**CONTENTS:** **SEALED PUBLIC BID**

**BID NUMBER:** **#2088R-2**

**BID TITLE:** **LOW LIFT PUMP STATION, CONTROL HOUSE AND OLD  
ADMINISTRATION BUILDING, STONE POINTING AND  
WATERPROOFING**

**BID TIME AND DATE:** **1:30 P.M. – THURSDAY, AUGUST 4, 2022**

**QUESTION CUT OFF DATE:** **MONDAY, JULY 18 , 2022**

**BIDS FORWARDED VIA OVERNIGHT SERVICES SHALL INDICATE THAT A SEALED  
BID CONTAINED THEREIN AND IDENTIFY CONTRACT #2088R-2, THE COMMISSION  
WILL NOT ACCEPT BIDS SUBMITTED VIA FAX OR EMAIL AND THE SAME WILL BE  
REJECTED.**

The Commission will assume no responsibility for bids, which are not properly labeled, whether delivered by the bidder or the bidder's representative, or sent by mail or courier service. The Commission **will not** accept any bids submitted via fax or email. Bidders are advised not to call the Commission for information. All inquiries must be submitted via email to [mmaddalena@njdwsc.com](mailto:mmaddalena@njdwsc.com).

**Bid Security:** Each bid shall be accompanied by a certified check, cashier's check or bid bond for ten (10%) percent of the contract price (not to exceed \$20,000) as a guarantee of execution of contract and the provision of performance security.

All bid securities, except the securities of the apparent three (3) lowest responsible bidders, will be, unless requested by the bidder, returned within ten (10) days after the opening of the bids (Saturdays, Sundays and holidays excepted). The bids of such bidders, other than the apparent three (3) lowest responsible bidders, shall then be considered officially withdrawn. Within three (3) days after the awarding of the Contract **and** the approval of the Contractor's Performance Bond (if required in the terms of this Contract), the bid securities of the remaining unsuccessful bidders shall be returned to them (Saturdays, Sundays and holidays excepted).

**Surety's Consent:** Every bid must be accompanied by the consent in writing of a surety company (or surety companies) qualified to do business in the State of New Jersey, who shall, at the time of submission of such bid, qualify as to its (or their) responsibility in an amount equal to ONE HUNDRED PERCENT (100%) of the contract price of such bid, and, furthermore, bind itself (or themselves) in such form as shall comply with the requirements of the Statutes of the State of New Jersey in respect to Bonds of Contractors on Public Works, N.J.S.A. 2A:44-143 to 2A:44-147, as amended and supplemented.

All bidders should use the Surety Consent Form provided by the Commission for the reasons stated on the bottom of the form.

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**NOTICE TO BIDDERS**

**New Jersey Prevailing Wage Act (N.J.S.A 34.11-56.25 et seq.)**: The Contractor is put on notice that it must pay all of its employees rendering service under this Contract in compliance with the prevailing wage rates promulgated by the New Jersey Department of Labor, a copy of which is on file at the Commission's Administrative Offices in Wanaque, New Jersey, and is hereby made a part of this Contract. In addition, the Contractor shall conform to all other labor laws and statutes established in this State.

**Bid**

All bidders are considered to have full knowledge of the conditions and requirements, including the physical characteristics of the site and the project, which are necessary for an accurate bid. The Commission assumes no responsibility with respect to ascertaining for the Bidder the facts of these physical characteristics, other than the facilitation of the Pre-Bid Meeting and Site Tour. The Bidder shall be held to be aware of the Commission's Requirements prior to the time of submitting bids and to have appraised all conditions under which the Contract is to be performed.

By order of the **NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION.**

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**DR. HOWARD L. BURRELL**  
Chairman

ATTEST: **KIM DIAMOND**  
Commission Secretary



**BID #2088R**

**INFORMATION FOR BIDDERS**

**Note:** The use of the masculine herein shall include the feminine, and the use of the plural shall include the singular, and vice versa.

**Form to be Used:** All bids must be made on the blank form "Bid" attached hereto and in accordance with the directions on the form.

**Bid in Words and Figures:** The price shall be printed in ink in both words and figures. Any bid which fails to name a price both in words and in figures per unit for each and every item, wherein quantities are given, may be held to be non-responsive and may be rejected. In case of any discrepancy or conflict, the price written in words will take precedence over the price written in figures, unit prices will take precedence over price extension, and the sum of individual items, including unit prices multiplied by estimated quantities, and/or individual lump sum and/or allowance amounts will take precedence over the total bid price or alternate bid price.

**Bids Not to be Withdrawn:** No bid will be permitted to be withdrawn for any reason whatsoever after it has been submitted (except as permitted by N.J.S.A. 40A:11-23.3).

**Sealed Bids:** Each bid submission must be enclosed in a sealed envelope addressed to:

**North Jersey District Water Supply Commission  
One F.A. Orechio Drive  
Wanaque, New Jersey 07465  
Attention: Margaret Maddalena, Contract Administrator**

The information below must be clearly shown on the outside envelope of all bids:

**CONTENTS - SEALED PUBLIC BID**

**BID NUMBER: #2088R-2**

**BID TITLE: LOW LIFT PUMP STATION, CONTROL HOUSE AND OLD  
ADMINISTRATION BUILDING STONE POINTING AND  
WATERPROOFING**

**BID TIME AND DATE: 1:30 P.M. on THURSDAY, AUGUST 4, 2022**

**QUESTION CUT OFF DATE: MONDAY, JULY 18, 2022**

**BIDS FORWARDED VIA OVERNIGHT SERVICES SHALL INDICATE THAT A  
SEALED BID IS CONTAINED THEREIN.**

## **CONTRACT #2088R-2**

### **INFORMATION FOR BIDDERS**

The Commission will assume no responsibility for bids, which are not properly labeled, whether delivered by the bidder or the bidder's representative or if sent by mail or courier service. The Commission will not accept any bids submitted via fax or email. Bidders are also advised not to call the Commission for information. All inquiries must be submitted via email to Margaret M. Maddalena at [mmaddalena@njdwsc.com](mailto:mmaddalena@njdwsc.com).

#### **Bid Security:**

Each bid shall be accompanied by a certified check, cashier's check or bid bond for ten (10%) percent of the contract price (not to exceed \$20,000), as a guarantee of execution of contract and the provision of performance security.

All bid securities, except the securities of the apparent three (3) lowest responsible bidders will be, unless requested by the bidder, returned within ten (10) days after the opening of the bids (Saturdays, Sundays and holidays excepted). The bids of such bidders, other than the apparent three (3) lowest responsible bidders, shall then be considered officially withdrawn. Within three (3) days after the awarding of the contract **and** the approval of the Contractor's Performance Bond (if required in the terms of this Contract), the bid securities of the remaining unsuccessful bidders shall be returned to them (Saturdays, Sundays and holidays excepted).

#### **Default:**

In the case of winning bidder's default, the Commission shall apply said bidder's bid security to the expenses incurred by the Commission in (i) rebidding the Contract and (ii) payment of any difference between the bid price and the price the Commission may be required to pay upon awarding this Contract to a subsequent bidder.

#### **Surety's Consent:**

Every bid must be accompanied by the consent in writing of a surety company (or surety companies) qualified to do business in the State of New Jersey, who shall, at the time of submission of such bid, qualify as to its (or their) responsibility in the amount of such bid, and, furthermore, bind itself (or themselves) in such form as shall comply with the requirements of the Statutes of the State of New Jersey in respect to Bonds of Contractors on Public Works, N.J.S.A. 2A:44-143 to 2A:44-147, as amended and supplemented, as follows:

That upon the awarding of the said Contract to the person (or persons) making the bid, the said surety company (or surety companies) shall become surety, firstly, for the faithful performance of the said work, and secondly, for the protection of all persons performing labor, or furnishing labor or materials. Therefore, as required by law, said performance bond is to be in an amount equal to **ONE HUNDRED PERCENT (100%)** of the contract price.

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### INFORMATION FOR BIDDERS

All bidders should use the Surety Consent Form provided by the Commission for the reasons stated on the bottom of the form.

#### Payment and Performance Bond:

The Contractor to whom the Contract is awarded shall give a bond for **ONE HUNDRED PERCENT (100%)** of the Contract price in satisfactory legal form of a surety company or companies authorized to do business by and operating in accordance with the laws of the State of New Jersey, and to be approved by the Commission for the faithful performance of all provisions of the contract relating to work included in these specifications, including the safeguarding against infringement of any or all patents; and said bond to be canceled upon the performance of the conditions therein specified and upon the payment for final delivery of material under these specifications. In addition this bond shall protect all persons furnishing materials or labor to the Contractor or any subcontractors for the completion of said Contract in accordance with the laws of the State of New Jersey, and shall be in such legal form as shall satisfy the requirements of N.J.S.A. 2A:44-143 to 2A:44-147, and amendments and supplements thereto, and shall not be canceled and returned until such time as the Commission determines that all liability to any and all persons protected by the condition of said bond has been met by the Contractor or person primarily liable for the payment thereof, or by the surety (or sureties) on said bond.

#### Corporate Acknowledgment:

In the event that a bidder is a corporation in which all offices are held by a ***single individual***, then any documents or instruments presented to the Commission in connection with bid shall be executed by said individual only as executive officer, and said officer's signature shall be authenticated and witnessed by a Notary Public licensed to act in such capacity under the laws of the State of New Jersey. This requirement shall apply only to those corporations satisfying the "single individual" criteria set forth above.

#### Compliance with All Laws:

The successful bidder will be required to keep itself informed and to comply with all Federal, State, County and Local laws, ordinances, and regulations as such may apply.

#### Non-Collusion:

Bidders are required to give their names together with the address of their places of business. If a bidder is a corporate entity, then any affidavit submitted in conjunction with a bid for this Contract must be signed by a corporate officer. If the Commission discovers that a person or persons submitting a bid is interested, in any manner, in any other bid for the same piece of work, both bids shall be deemed nonconforming and shall be immediately rejected. This provision shall not prevent a party from quoting prices on materials or equipment to more than one bidder. Every bid to be conforming must be in all respects fair and without collusion or fraud and Bidders shall expressly represent that the Bidder is the only person interested in said bid; that it is made without any connection with any person submitting another bid for the same Contract; that the bid is in all respects fair and without collusion, fraud or mental reservation; that no official of the Commission

## **CONTRACT #2088R-2**

### **INFORMATION FOR BIDDERS**

or any person in the employ of the Commission is directly or indirectly interested in said bid or in the supplies or work to which it relates, or in any portion of the profits thereof. Bidders will be required to submit a fully executed Affidavit of Non-Collusion as part of the bid submission.

#### **Balanced Bidding:**

Any bid which, in the opinion of the Commission, is unbalanced, may be rejected in the sole discretion of the Commission.

#### **Authorized to Reject Bids:**

The Commission reserves the right to abandon the bid process or reject all bids and re-advertise and award the Contract in the regular manner if, in its judgment, such action will best serve the interest of the Commission.

The Commission reserves the right to reject any or all bids which may be non-responsive or the acceptance of which, in the sole judgment of the Commission, may be detrimental to its interests.

The Commission also reserves the right to reject a bidder based upon a prior negative experience or upon any other grounds permitted by law.

#### **Time within which Contract is to be Executed:**

The successful bidder shall execute this Contract and give to the Commission the required security within seven (7) working days from the date that the said contract has been awarded to him. Upon failure to do so, said bidder will be considered as having abandoned this Contract.

#### **Buy American Acts:**

Any successful bidder and his subcontractors, if any, must comply with all "Buy American" statutes or regulations, including N.J.S.A. 52:33-1 et seq.

The Commission reserves the right to accept non-domestic materials under this Contract in accordance with N.J.S.A. 52:33-2 and 52:33-3 in the event: (i) it determines the use of domestic materials is "impractical" or "inconsistent with the public interest"; (ii) it determines that the cost of using domestic materials is "unreasonable"; or (iii) domestic materials of the class or kind sought are not mined, produced, or manufactured, as the case may be, in the United States in commercial quantities and of a quality satisfactory to the Commission.

#### **Brand Name or Equivalent:**

Wherever a brand name is designated in the bid documents, it shall mean "brand name or equivalent." Bidders will be required to demonstrate, to the sole satisfaction of the Commission, that equivalent products are both compatible and effective.

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### INFORMATION FOR BIDDERS

#### Award of Contract:

The Contract will be awarded to the lowest responsible and responsive bidder, who, in the judgment of the Commission, is qualified to do the work. The Commission reserves the right to reject any and all bids, and to waive minor or non-material bid defects.

#### Worker and Community Right-to-Know Act (N.J.S.A. 34:5A-1 et seq.; N.J.A.C. 7:1G):

This Act requires employers to label all containers of hazardous substances. All goods offered for purchase to the Commission must be labeled in compliance with the provisions of this Act.

Material Safety Data Sheets also must be supplied as is required by law.

#### Bidder's Qualifications:

Only those bidders thoroughly experienced in quality work of the type required herein and in the installation of materials, as specified herein, may apply.

Bidders are put on notice that their previous experience and performance record will be carefully considered prior to award of contract. Bidders must also own and maintain a local office within one hundred (100) miles of the Commission.

#### Interpretations and Addenda:

No interpretations of the meanings of any portion of the bid documents will be made to any prospective bidder orally. Every request for an interpretation or correction shall be made in writing addressed to **MARGARET M. MADDALENA, CONTRACT ADMINSTRATOR, NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION** and submitted via email to [mmaddalena@njdwsc.com](mailto:mmaddalena@njdwsc.com). **Requests for interpretations received later than MONDAY, JULY 18, 2022 will be considered untimely, and, at the sole discretion of the Commission, will not be considered.** Notice of corrections and any supplemental instructions in the form of written addenda to the bid documents will be published in a legal newspaper, faxed and/or mailed to bidders at their respective addresses furnished for such purposes, certified, not later than seven (7) days (Saturdays, Sundays and Holidays excepted) prior to the date fixed for the opening of bids. The failure of any bidder to receive any such addenda or interpretations shall not release said bidder from any obligations under his bid as submitted.

All addenda so issued shall become part of the bid documents. Only the written interpretations, corrections, and addenda so given by **MARGARET M. MADDALENA**, shall be binding, and the prospective bidders are warned that no other officer, agent or employee of the Commission is authorized to give information concerning, or to explain or interpret, the bid documents.

Each bidder is required to submit with its bid a completed ***"Acknowledgment of Receipt***

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### INFORMATION FOR BIDDERS

***of Changes to Bid Documents Form” (Page I-29)***, included with these specifications. In the event no notices, revisions, or addenda to the bid advertisement, Technical Specifications, or bid documents are received by the bidder, the bidder shall indicate ***“none”*** on that form, which must still be completed, acknowledged, signed and submitted with its bid.

#### **Affirmative Action:**

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127) and N.J.A.C. 17:27-1.1 et seq. Construction Contracts.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the Commission’s 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 Commission’s compliance officer.

#### **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.

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### **INFORMATION FOR BIDDERS**

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 prescribed 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 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 subcontractor 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 subcontractor 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:

(1) 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;

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- (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;
- (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 nondiscrimination 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. 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.
  - (ii) 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.
  - (iii) 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



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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.

(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 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 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

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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 purposes of these regulations, and public agencies shall furnish such information as may be 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.

#### **Patent Infringement:**

No specification or specifications provided to the Contractor shall constitute a warranty, express or implied, against any claims for infringement for patents, copyrights, or trademarks and the Commission shall not be responsible to the Contractor, as indemnitor or otherwise, for or on account of any such claim or liability.

Contractor guarantees that the sale or use of its products will not infringe any United States or foreign patent, copyright, or trademark, and Contractor shall indemnify the Commission against all judgments, decrees, costs and expenses resulting from such alleged infringement, and covenants that Contractor will upon request of the Commission and at the Contractor's own expense, defend, or assist in the defense of, any suit or action which may be brought against the Commission or those selling or using any product or service of the Commission by reason of any alleged infringement of any patents, copyrights, or trademarks in the sale or use of the Commission's products or services.

#### **Working Hours:**

Contractor shall be permitted to perform work on Commission property during the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, non-holiday periods.

#### **Time for Completing Work:**

The Contractor shall achieve Substantial Completion within **One Hundred and Twenty (120) Calendar Days** of the issuance of the Notice to Proceed by the Commission.

#### **Liquidated Damages:**

If the Contractor shall not complete the work within the same time herein specified, or any proper extension thereof granted by the Commission then the Contractor does hereby agree, as part consideration for the awarding of this contract, to pay the Commission **Two Hundred Dollars (\$200.00) per calendar day**, commencing on the 31<sup>st</sup> calendar day of failure to achieve Substantial Completion, not as a penalty, but as a liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the **BID** for completing the work.

The Commission may, in its sole discretion, review any purported reasons for delay and consider an extension or change order pursuant to the terms of Contract. The Commission shall have the right to offset from monies owed the Contractor under this Contract any and all monies owed the Commission as Liquidated Damages.

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#### Campaign Contributions and Expenditure Reporting:

In order to safeguard the integrity of the Commission's procurement process, the Commission has imposed restrictions to insulate the award of contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof. The terms and conditions set forth in this section are material terms of any contract resulting from this Bid.

##### a. Definitions.

For the purposes of this section, the following shall be defined as follows:

(i) Contribution – means a contribution reportable by the recipient under “The New Jersey Campaign Contributions and Expenditures Reporting Act”, N.J.S.A.10:44A-1 et seq., and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Currently, contributions in excess of \$300 during a reporting period are deemed “reportable” under these laws.

(ii) Contractor – means any natural or legal person, business corporation, professional service corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. It also includes (a) all principals who own or control more than ten percent (10%) of the profits or assets of the Contractor or ten percent (10%) of the stock in the case of a contractor that is a corporation for profit, as appropriate; (b) any subsidiaries directly or indirectly controlled by the Contractor; (c) any political organization organized under 26 U.S.C.A. 527 that is directly or indirectly controlled by the Contractor, other than a candidate committee, election fund, or political party committee; and (d) if the Contractor is a natural person, that person's spouse or child, residing in the same household.

##### b. Breach of Contract.

It shall be a breach of the terms of any contract for the Contractor to (i) make or solicit a contribution in violation of the terms of this section, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would subject that entity to the restrictions of this section; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of this section; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of this section.

##### c. Certification and Disclosure Requirements.

(i) The Commission is prohibited from entering into a contract with any

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### **INFORMATION FOR BIDDERS**

Contractor for services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Contractor has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee: (i) within the eighteen (18) months immediately preceding the commencement of negotiations for the contract or agreement; (ii) during the term of office of a Governor, in the case of contributions to a candidate committee or election fund of the holder of that office, or to any State or county political party committee of a political party nominating such Governor in the last gubernatorial election preceding the commencement of such term; or (iii) within the eighteen (18) months immediately preceding the last day of the term of office of Governor, in which case such prohibition shall continue through the end of the next immediately following term of the office of Governor, in the case of contributions to a candidate committee or election fund of the holder of that office, or to any State or county political party committee of a political party nominating such Governor in the last gubernatorial election preceding the commencement of the latter term. Effective November 15, 2008, Executive Order No. 117 extends the above prohibition to contributions made to a candidate committee or election fund of any candidate for or holder of the office of Lieutenant Governor, and to contributions made to a legislative leadership committee or a municipal political party committee.

(ii) At the time of the submission of its Bid, a Bidder shall report all contributions the Contractor made during the preceding four (4) years to any political organization organized under 26 U.S.C.A. 527 of the Internal Revenue Code that also meet the definition of a "continuing political committee" within the meaning of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. **The required forms and instructions are included in this Bid Specification package (Attachment #2) and must be returned with a bidder's bid fully completed. Failure to submit the fully completed Certification and Disclosure(s) with a Bid may result in the rejection of the Bid, as well as preclude future contract opportunities.**

(iii) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the Contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions are available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.shtml> and shall be provided to the intended awardee with the Notice of Intent to Award.

#### d. Disclosure Review.

The Commission shall ensure that the completed Certification and Disclosure(s) submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the Successful Bidder, or by the Contractor during the term of the Contract are reviewed by the appropriate authorities. If it is determined that any contribution or action by the Contractor constitutes a breach of

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contract that poses a conflict of interest in the awarding of the Contract under this solicitation, the Commission shall disqualify the Contractor from award of such Contract.

#### Business Registration Act:

- A. Business Registration: Pursuant to N.J.S.A. 52:32-44, **NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION** is prohibited from entering into a contract with an entity unless the bid/proposal/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 Treasury.
- B. 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).
- C. 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 documents is awarded or authorized.
- D. 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 subcontractors providing goods or performing services under a contract, and each affiliates, shall collect and remit to the Director of Division of Taxation in the Department of 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 to the State. Any questions in this regard can be directed to the Division of Taxation at (609)2925-6200. Form NJ-REG can be filled out at [www.state.nj.us/treasury/revenue/busregcert.html](http://www.state.nj.us/treasury/revenue/busregcert.html).
- E. Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete list of all subcontractors and their addresses.

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- F. 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 contract agency.

#### **Public Works Contractor Registration Act:**

N.J.S.A. 34:11-56.48 et seq., requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposal are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed subcontractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "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 (N.J.S.A. 34:11-56.25, et seq.) It applies to contractors based in New Jersey or any other state.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at [www.state.nj.us/labor/lssc/lspubcon.html](http://www.state.nj.us/labor/lssc/lspubcon.html). N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

#### **New Jersey Anti-Discrimination**

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such material, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf, shall in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engage in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or

## **CONTRACT #2088R-2**

### **INFORMATION FOR BIDDERS**

services to be acquired under such contract, on account or race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day which such a person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the public agency of any prior violation of this section of the contract.

### **American with Disabilities Act 1990**

The contractor and the owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (*42 U.S.C. S121 01 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 there unto, are made 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, 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 the 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 of 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 in connection therewith. In any and all complaints brought pursuant to the owner's 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 proceeding is brought against the owner or any of its agents, servants, employees, the owner shall expeditiously forward to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its

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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 to the 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 actions available to it under any other provisions of the Agreement or otherwise at Law.

#### **Disclosure of Investment Activities in Iran:**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at:

<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

#### **Certification of Non-Involvement in Prohibited Activities in Russia or Belarus.**

Pursuant to Public Law 2022,c.3, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified as a person or entity engaging in prohibited activities in Russia or Belarus as such terms is defined in P.L. 2202.c.3, section1.e, except as permitted by federal law.



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#### **Diane B. Allen Equal Pay Act**

Pursuant to N.J.S.A. 34:11-56.14, a contractor performing “qualifying services” or “public work” to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see <https://nj.gov/labor/equalpay/equalpay.html>.

#### **Prompt Payment of Construction Contracts Act:**

On September 1, 2006, the New Jersey Legislature passed the Prompt Payment of Construction Contracts Act, N.J.S.A. 2A:30A-1 et seq.

N.J.S.A. 2A:30A-1 et seq. provides, in part, as follows: “If a prime contractor has performed in accordance with the provisions of a contract with the owner and the billing for the work has been approved and certified by the owner or the owner’s authorized approving agent, the owner shall pay the amount due to the prime contractor for each periodic payment, final payment or retainage monies not more than thirty (30) calendar days after the billing date, which for a periodic billing, shall be the periodic billing date specified in the contract. The billing shall be deemed approved and certified twenty (20) days after the owner receives it unless the owner provides, before the end of the 20-day period, a written statement of the amount withheld and the reason for withholding payment, except that in the case of a public or governmental entity that requires the entity’s governing body to vote on authorizations for each periodic payment, final payment or retainage monies, the amount due may be approved and certified at the next scheduled public meeting of the entity’s governing body, and paid during the entity’s subsequent payment cycle, provided this exception has been defined in the bid specifications and contract documents.”

As a public entity that requires the authorization of its governing body for periodic or final payments, and payments for change orders or release of retainage, the Commission hereby places the prime contractor on notice that it not subject to the twenty (20) day period for the approval and certification of billings and, consistent with N.J.S.A. 2A:30A-1 et seq., in the event that the Commission is unable to obtain formal consideration and approval of any billing for work performed by a prime contractor as the basis for a periodic or final payment, or payments for change orders or retainage within the thirty (30) day time period mandated by N.J.S.A. 2A:30A-1 et seq., the Commission shall place the billing for work performed on its next regularly scheduled meeting of its Board of Commissioners and, should such billing for work performed be approved, pay the approved amount to the prime contractor during the Commission’s subsequent payment cycle.

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#### **New Jersey Prevailing Wage Act (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 Commission within (10) days of the payment of wages. In the event that is found that any worker, employed by the contractor or any subcontractor has been paid a rate of wages less than the prevailing wage required to be paid, the Commission may terminate the contractor's or subcontractor's right to proceed with work, or such part of work as to which there has been a failure to pay required wages and prosecute the work to completion.

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 is the contractor's responsibility to obtain any additional copies of the certified payroll for 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/wagehour/wagerate/pwr\\_construction.html](http://lwd.dol.state.nj.us/labor/wagehour/wagerate/pwr_construction.html).

The Contractor is hereby put on notice that it must pay all of its employees rendering service under this Contract in compliance with the prevailing wage rates promulgated by the New Jersey Department of Labor, a copy of which is on file at the Commission's Administrative Offices in Wanaque, New Jersey, and is hereby made a part of this Contract. In addition, the Contractor shall conform to all other labor laws and statutes established in this State.

#### **Bid**

All bidders are considered to have full knowledge of the conditions and requirements, including the physical characteristics of the site and the project, which are necessary for an accurate bid. The Commission assumes no responsibility with respect to ascertaining for the Bidder the facts of these physical characteristics, other than the facilitation of the Pre-Bid Meeting and site tour. The Bidder shall be held to be aware of the Commission's Requirements prior to the time of submitting bids and to have appraised all conditions under which the Contract is to be performed

**CONTRACT #2088R-2**

**TO: THE NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION**

**FOR: CONTRACT #2088R-2 LOW LIFT PUMP STATION, CONTROL HOUSE AND  
OLD ADMINISTRATION BUILDING STONE POINTING AND WATERPROOFING**

**MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022**

**BY: \_\_\_\_\_**

**ADDRESS: \_\_\_\_\_**

**Bidder's Declaration:** The party above named, as bidder, declares that the only person or persons interested in this bid as principal or principals is or are named above, and that no other person than hereinabove named has any interest in this Bid or in the Contract proposed to be taken; that this Bid is made without any connection with any other person or persons making a Bid for the same purposes; that the bid is in all respects fair and without collusion or fraud and that no officer or employee of the Commission is, shall be, or become, directly or indirectly, interested as contracting party, partner, stockholder, surety, or otherwise in the performance of the Contract, or in the supplies, work or business to which it relates or in any portion of the profits thereof; that he has had an opportunity to examine the site of the work; that he has examined the form of Contract, Technical Specifications and Plans, therein referred to, and has read the Information for Bidders hereto attached; and he proposes and agrees, if this Bid be accepted, that he will contract in the form provided, to perform all the work and furnish all material(s) mentioned in said form of Contract and Specifications, and that he will accept in full payment therefore the following sum, to wit:

**FOR THE LOW LIFT PUMP STATION FOR** The North Jersey District  
Water Supply Commission, including labor, equipment, materials and  
warranty and all work described in the Technical Specifications, and  
Exhibit B, for the lump sum price of

\_\_\_\_\_

dollars and \_\_\_\_\_ cents (\$\_\_\_\_\_)

**FOR THE CONTROL HOUSE FOR** The North Jersey District Water  
Supply Commission, including labor, equipment, materials and warranty  
and all work described in the Technical Specifications, Exhibit C, for the  
lump sum price of

\_\_\_\_\_

**CONTRACT #2088R-2**

dollars and \_\_\_\_\_ cents (\$\_\_\_\_\_)

**FOR THE OLD ADMINISTRATION BUILDING FOR** The North Jersey District Water Supply Commission, including labor, equipment, materials and warranty and all work described in the Technical Specifications, Exhibit D, \_\_\_\_\_ for the lump sum price of \_\_\_\_\_

dollars and \_\_\_\_\_ cents (\$\_\_\_\_\_)

**The Commission will evaluate the bids and award to the lowest responsible bidder for each building, within the Commission's budget. The Commission may not award all three buildings or may award to different vendors.**

**NOTE:** The price shall be printed in ink both words and figures. Any bid which fails to name a price both in words and in figures per unit and every item, wherein quantities are given, may be held to be non-responsive and may be rejected. In case of any discrepancy or conflict, the price written in words will take precedence over the written in figures and unit prices will take precedence over the sum of individual items.

**What the Price is to Cover:** The price is to include and cover the furnishing of the necessary shop drawings, machinery, tools, apparatus and other means of construction and all material and labor called for by said Contract, specifications, and drawings for the work, necessary to complete the work in the manner and within the time set forth in said Contract and specifications.

**Time within which Contract is to be Executed:** The Successful Bidder shall execute this Contract and give to the Commission the required security within seven (7) working days from the date that said Contract has been awarded to him. Upon failure to do so, said Bidder will be considered as having abandoned the Contract.

Bidder acknowledges that the Commission reserves the right to reject any or all Bids which may be non-responsive or the acceptance of which, in the sole judgment of the Commission, may be detrimental to its interests.

**CONTRACT #2088R-2**

Respectfully submitted,

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**BIDDER**

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SIGNATURE OF AUTHORIZED AGENT

---

TYPE OR PRINT NAME

---

**TITLE**

---

TELEPHONE NUMBER

---

E-MAIL ADDRESS

---

WITNESS (IF INDIVIDUAL, PARTNERSHIP OR OTHER BUSINESS ENTITY)

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ATTEST: (CORPORATION)

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SECRETARY

**NOTE: AFFIX CORPORATE SEAL**

**CONTRACT #2088R**

**EXPERIENCE STATEMENT**

**TO: NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION**

Gentlemen:

We hereby certify that we have performed the work listed below to the satisfaction of the Governing Bodies or Public Entities listed below. We further certify that we have never defaulted under any contract with a Municipality, County, or State, or any other Public Entity.

Note: Include no less than five (5) references, **(Experience Statement may be attached)**

Give name of Public Entity or Unit of Government, nature of work, amount of work performed, when completed, and name and telephone number of party in charge of work.

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**WITNESS**

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**NAME OF COMPANY**

---

**ADDRESS**

---

**DATE**

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

---

PRINT NAME AND TITLE

**CONTRACT #2088R-2**

**EQUIPMENT STATEMENT**

**TO: NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION**

Gentlemen:

We hereby certify that we are fully prepared with the necessary capital, material, and machinery to conduct the work as herein specified, and we further certify that the equipment required for the proper execution of this contract in the time specified is available as follows:

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

\_\_\_\_\_  
PRINT NAME AND TITLE

\_\_\_\_\_  
WITNESS

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ADDRESS

## CONTRACT #2088R-2

### **LISTING OF SUBCONTRACTORS TO BE USED**

Each Bidder shall submit to the Commission with its Bid, the List of Subcontractors proposed to be employed by the Contractor, complete with the names of all such Subcontractors, Suppliers, and other individuals and entities and the percentage of work to be performed by each Subcontractor. The list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity, for each Subcontractor's work that is proposed to exceed ten (10) percent of the Bid price. If, after due investigation, the Commission has reasonable objection to any proposed Subcontractor, Supplier, or other individual or entity, the Commission may, before the Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute Subcontractor without an increase in the Bid Price.

If the apparent Successful Bidder declines to make any such substitution, the Commission may award the Contract to the next lowest responsible and responsive Bidder that proposes to use acceptable Subcontractors, Suppliers, and other individuals and entities. Declining to make requested substitutions will not constitute grounds for sacrificing the bid security of any Bidder. Any Subcontractor, Supplier, or other individual or entity so listed and against which the Commission makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to the Commission, subject to revocation of such acceptance after the Effective Date of the Contract.

Should a Contractor utilize a substitute Subcontractor, Contractor shall immediately submit a revised form to the Commission, with the requisite information and documentation relating to the substitute Subcontractor.

WORK CATEGORY	SUBCONTRACTOR NAME	SUBCONTRACTOR ADDRESS

*(Attach additional pages as required)*

NOTE: Submission of the names and addresses of the Subcontractors is essential and non-waivable. Also, proof of registration pursuant to Public Works Contractors Registration Act for all named subcontractors is required to be provided prior to the award of a contract. Where **more than one** Subcontractor is named for a trade category, the bidder must identify, in the Bid, the scope of work that is to be performed by each subcontractor. Failure to comply with these requirements will result in the Bid being deemed nonresponsive.



CONTRACT #2088R-2

NONCOLLUSION AFFIDAVIT

STATE OF                                }  
  S.S.:  
COUNTY OF                            }

I \_\_\_\_\_ of the city of \_\_\_\_\_ in the  
County of \_\_\_\_\_ and the State of \_\_\_\_\_ of full age, being  
duly sworn according to the law on my oath depose and say that: I am  
of the firm of \_\_\_\_\_  
(Title)

the Bidder making the Bid for the above named project, and that I executed the said Bid with  
authority so to do; that said Bidder has not, directly or indirectly, entered into any agreement,  
participated in any collusion, or otherwise taken any action in restraint of free, competitive  
bidding in connection with the above-named project; and that all statements contained in  
the said Bid and in this Affidavit are sure and correct, and made with full knowledge that the  
**NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION** relies upon the truth of the  
statements contained in said Bid and in the statements contained in this Affidavit in awarding  
the Contract for the said project.

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 bona fide employees or bona fide  
established commercial or selling agencies.

\_\_\_\_\_  
NAME OF CONTRACTOR

\_\_\_\_\_  
OFFICER'S SIGNATURE

(Original signature only, stamped signature not accepted)

Subscribed and sworn  
to before me this \_\_\_\_ day  
of \_\_\_\_\_ 2022.

Notary Public of the State of \_\_\_\_\_.

My Commission expires \_\_\_\_\_, \_\_\_\_\_.

Affix notary stamp or print name below signature.

\_\_\_\_\_  
NOTARY'S SIGNATURE

CONTRACT #2088R-2

**BIDDER DISCLOSURE STATEMENT**

**NOTE:** IF YOU FAIL TO PROPERLY OR CLEARLY COMPLETE THIS BIDDER DISCLOSURE STATEMENT, OR IF YOU FAIL TO INCLUDE IT WITH YOUR BID, YOUR BID WILL BE REJECTED.

N.J.S.A. 52:25-24.2, requires that all corporate and partnership bidders for public contracts submit a list of names and addresses of all stockholders owning 10% or more of any class of their stock or 10% or more of the stock of a corporate bidder; or, in the case of partnership, the names and addresses of those partners owning 10% or greater interest in the partnership. Furthermore, the Commission requires a statement from all bidders which, regardless of business form, must likewise indicate all principals of the bidder.

Therefore, this Bidder Disclosure Statement must be fully and accurately completed. If no entity or person owns 10% or more of any class of stock of your corporation, or of an interest in your partnership or other business entity, write the word "**NONE**" below and execute this document as indicated.

I. **BUSINESS FORM:**

INDICATE THE BUSINESS FORM BY PLACING AN "X" IN THE APPROPRIATE SPACE:

{        } CORPORATION  
{        } PARTNERSHIP  
{        } OTHER, SPECIFY \_\_\_\_\_

II. **PRINCIPALS:**

	<b><u>NAME</u></b>	<b><u>HOME ADDRESS</u></b>	<b><u>TITLE</u></b>	<b><u>% OF OWNERSHIP</u></b>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

If one or more of the owners of the bidder is itself a corporation, partnership or other business entity, then for that owner, you must set forth the name, home address, title and percentage of ownership of every person who is an owner of 10% or more of that corporation, partnership or other business entity.

**CONTRACT #2088R-2**

**BIDDER DISCLOSURE STATEMENT**

	<b><u>NAME</u></b>	<b><u>HOME ADDRESS</u></b>	<b><u>TITLE</u></b>	<b><u>% OF OWNERSHIP</u></b>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

**ATTEST (FOR CORPORATION)**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

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

**WITNESS (FOR PARTNERSHIP OR OTHER BUSINESS ENTITY)**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

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

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

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

**NOTE:**      **If the bidder is a corporation, the corporation's corporate seal must be affixed.**

**CONSENT OF SURETY**

**KNOW ALL MEN BY THESE PRESENTS, THAT** \_\_\_\_\_,  
a corporation of the State of \_\_\_\_\_ having its principal office at \_\_\_\_\_  
being (a) surety  
company(ies) qualified to do business in the State of New Jersey, in consideration of the  
premises, and of one dollar to it (them) in hand paid by the Commission, and of other good  
and valuable consideration the receipt whereof is hereby acknowledged, do(es) consent  
and agree, that if the Contract for which the preceding bid is made be awarded to the person  
or persons making the same; it (they) will, upon award of such Contract, become surety,  
first, for the full and faithful performance of said work, and, secondly, for the protection of all  
persons in the performance of said Contract in the form required by N.J.S.A. 2A:44-143 to  
2A:44-147 and the amendments thereof and supplements thereto; the performance bond  
and the labor, material and supply obligations each to be conditioned so as to indemnify the  
Commission against loss due to the failure of the Contractor to meet the stipulations of the  
respective bonds; said bond to be in the amount of 100% of the Contract price.

**IN WITNESS WHEREOF**, the said \_\_\_\_\_ has  
(have) caused its (their) corporate seal(s) to be hereto affixed and these presents to be  
signed by its (their) \_\_\_\_\_ and attested to by its (their)  
\_\_\_\_\_ this \_\_\_\_\_ day of

Two Thousand and Twenty-Two.

\_\_\_\_\_  
Corporate Seal

By: \_\_\_\_\_

\_\_\_\_\_  
(as Surety)

ATTEST:  
\_\_\_\_\_

**THE CONSENT OF SURETY FORM ABOVE CONTAINS THE LANGUAGE THE COMMISSION FINDS  
ACCEPTABLE.**

**WE SUGGEST THE ABOVE BE COMPLETED BY YOUR SURETY COMPANY(IES) AND SUBMITTED  
WITH YOUR BID IN LIEU OF SUBMITTING THE SURETY'S OWN FORM.**

**BY DOING THIS, YOU REDUCE THE RISK OF YOUR BID BEING REJECTED FOR HAVING  
SUBMITTED A CONSENT OF SURETY WHICH CONTAINS INCORRECT AND UNSATISFACTORY  
LANGUAGE.**

**NOTE: THE INDIVIDUAL EXECUTING THE SURETY CONSENT ON BEHALF OF THE SURETY  
MUST SUPPLY WITH THE CONSENT, WRITTEN EVIDENCE THAT HE OR SHE IS  
AUTHORIZED TO BIND THE SURETY AS OF THE DATE OF THE EXECUTION OF THE  
CONSENT.**

**ACKNOWLEDGMENT OF RECEIPT OF CHANGES  
TO BID DOCUMENTS FORM**

\_\_\_\_\_  
(Name of Contracting Unit)

\_\_\_\_\_  
(Name of Construction/Public Works Project)

\_\_\_\_\_  
(Project or Bid Number)

The undersigned Bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, Bidder acknowledges the submitted Bid takes into account the provisions of the notice, revision or addendum. Note that the Commission's record of Notice to Bidders shall take precedence and that failure to include provisions of changes in a Bid may be subject for rejection of the Bid. In the event that no notices, revisions or addenda to the bid advertisement, specifications or bid documents are received by the Bidder, the Bidder must indicate ***"none"*** in the space below. ***Failure to submit "Acknowledgment of Receipt of Changes to Bid Documents Form" shall be deemed a material and non-waivable defect, and shall be cause for rejection of the Bid without further consideration.***

Commission's Reference Number or Title of Addendum/Clarification	How Received (mail, fax, pick-up, etc.)	Date Received

**Acknowledgment by Bidder:**

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

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

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

Printed Name and Title: \_\_\_\_\_

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

**SAFETY TRAINING ACKNOWLEDGMENT**

---

**(Name of Contracting Unit)**

---

**(Name of Construction/Public Works Project)**

---

**(Project or Bid Number)**

All equipment and work methods utilized in this Contract shall comply with OSHA and all other applicable local, state and/or federal safety standards and regulations. Contractor and all subcontractors shall be required to attend a Contractor Safety Orientation prior to beginning construction.

**Acknowledgment by Bidder:**

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

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

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

Printed Name and Title: \_\_\_\_\_

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

**SECURITY MEASURES ACKNOWLEDGMENT**

---

**(Name of Contracting Unit)**

---

**(Name of Construction/Public Works Project)**

---

**(Project or Bid Number)**

The undersigned Bidder hereby acknowledges that he/she is familiar with the Commission's security requirements for this project and agrees to abide by same. The Contractor shall be responsible for insuring that all subcontractors for this project abide by these security measures as well.

Contractors and all subcontractors shall be required to comply with said requirements prior to beginning construction on this Contract.\*

**Acknowledgment by Bidder:**

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

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

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

Printed Name and Title: \_\_\_\_\_

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

**\*As required by the New Jersey Office of Counter Terrorism's Best Management Practices, Contractors must provide evidence that it has previously conducted a background check on all Contractor's employees who will be entering onto Commission property. Contractors shall provide the Commission with a corporate letter, on appropriate letterhead, stating the names of all employees who will require access to the Commission's property, and indicating that such background checks have, in fact, been performed. All subcontractors are also required to provide such employee list, and confirmation of background checks**

**BID #2088R-2**  
**BID CHECKLIST**

**ALL ITEMS LISTED BELOW MUST ACCOMPANY THIS BID UNLESS OTHERWISE INDICATED. PLEASE CHECK ALL ITEMS BEFORE SUBMITTING:**

**A) FAILURE TO PROVIDE OR PROPERLY COMPLETE OR SIGN ANY OF THESE ITEMS BELOW WILL RESULT IN A MANDATORY REJECTION OF THE BID.**

- \_\_\_ (1) SECURITY IN THE FORM OF:
- \_\_\_ A BID BOND IN AN AMOUNT EQUAL TO 10% OF THE TOTAL AMOUNT OF THIS BID, NOT TO EXCEED \$20,000.
- OR**
- \_\_\_ A CERTIFIED CHECK IN THE AMOUNT OF 10% OF THIS BID, BUT NOT IN EXCESS OF \$20,000.
- OR**
- \_\_\_ A CASHIER'S CHECK IN THE AMOUNT OF 10% OF THIS BID, BUT NOT IN EXCESS OF \$20,000.
- \_\_\_ (2) SURETY COMPANY CONSENT (IN ADDITION TO SECURITY IN ITEM #1 ABOVE).
- \_\_\_ (3) BIDDER DISCLOSURE STATEMENT
- \_\_\_ (4) ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS

**B) FAILURE TO PROVIDE OR PROPERLY COMPLETE OR SIGN ANY OF THE ITEMS BELOW MAY RESULT IN A REJECTION OF THE BID.**

- \_\_\_ (1) BUSINESS REGISTRATION CERTIFICATE FOR CONTRACTOR OR ANY SUBCONTRACTORS
- \_\_\_ (2) PROOF OF PUBLIC WORKS CONTRACTOR REGISTRATION OR ANY SUBCONTRACTORS
- \_\_\_ (3) LIST OF SUBCONTRACTORS
- \_\_\_ (4) EXPERIENCE STATEMENT
- \_\_\_ (5) EQUIPMENT STATEMENT
- \_\_\_ (6) NONCOLLUSION AFFIDAVIT
- \_\_\_ (7) SAFETY TRAINING ACKNOWLEDGMENT
- \_\_\_ (8) SECURITY MEASURES ACKNOWLEDGMENT
- \_\_\_ (9) COMPLETED CONTRIBUTION CERTIFICATION AND DISCLOSURE(S) (ATTACHMENT #2)
- \_\_\_ (10) DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
- \_\_\_ (11) CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS PURSUANT

**(CONTRACTOR)**

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

\_\_\_\_\_  
PRINT NAME AND TITLE



**CONTRACT #2088R-2**

**GENERAL CONDITIONS**

**NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION  
WANAQUE, NEW JERSEY**

**THIS AGREEMENT**, made and entered into on the date set forth herein by and between the **NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION**, party of the first part, hereinafter designated as the Commission and \_\_\_\_\_ party of the second part, hereinafter designated as the Contractor.

**COVENANTS:** WITNESSETH, that the parties to these presents each in consideration of the undertakings, promises and agreements on the part of the other herein contained, have undertaken, promised and agreed, and do hereby undertake, promise and agree, the party of the first part for itself, its successors and assigns, and the party of the second part for heirs, executors and administrators, or successors and assigns, as follows:

**PRICE FOR WORK:** The Commission will pay and the Contractor shall receive as full compensation for furnishing all the shop drawings, materials and labor and for performing and completing all the work which is necessary or proper to be furnished or performed in order to complete the entire work in this Contract described and specified in said technical specifications and plans, described and shown; and also for all losses or damages arising out of the nature of the work aforesaid, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work; and for all expenses incurred by or in consequence of the suspension or discontinuance of the work as herein specified, the prices stipulated as follows.

**FOR THE LOW LIFT PUMP STATION FOR** The North Jersey District Water Supply Commission, including labor, equipment, materials and warranty and all work described in the Technical Specifications, and Exhibit B for the lump sum price of

\_\_\_\_\_

dollars and \_\_\_\_\_ cents (\$\_\_\_\_\_)

**FOR THE CONTROL HOUSE FOR** The North Jersey District Water Supply Commission, including labor, equipment, materials and warranty and all work described in the Technical Specifications and Exhibit C, for the lump sum price of

\_\_\_\_\_

dollars and \_\_\_\_\_ cents (\$\_\_\_\_\_)

**FOR THE OLD ADMINISTRATION BUILDING FOR** The North Jersey District Water Supply Commission, including labor, equipment, materials

## CONTRACT #2088R-2

### GENERAL CONDITIONS

and warranty and all work described in the Technical Specifications and Exhibit D, for the lump sum price of

\_\_\_\_\_ dollars and \_\_\_\_\_ cents (\$\_\_\_\_\_)

**The Commission will evaluate the bids and award to the lowest responsible bidder for each building, within the Commission's budget. The Commission may not award all three buildings or may award to different vendors.**

**NOTE:** The price shall be printed in ink both words and figures. Any bid which fails to name a price both in words and in figures per unit and every item, wherein quantities are given, may be held to be non-responsive and may be rejected. In case of any discrepancy or conflict, the price written in words will take precedence over the written in figures.

**WHAT THE PRICE IS TO COVER:** The price is to include and cover the furnishing of the necessary shop drawings, machinery, tools, apparatus and other means of construction and all material and labor called for by the said Contract and specifications for the work, necessary to complete the work in the manner and within the time set forth in said Contract and specifications.

#### **Article I - DEFINITIONS:**

**Commission:** the **NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION**, (the "Commission") Wanaque, New Jersey; the party of the first part to this Contract.

**Contractor:** the party of the second part to this Contract.

**Contract:** this Agreement covering the performance of the project and payments therefore, including the general conditions, the Bid Specifications for **Contract #2088R-2** (including any addendums/Clarifications) and all sheets, forms or documents attached to the Bid Specifications or hereto.

**Engineer:** Commission's Engineering Staff.

**Specifications:** the Technical Specifications, (Exhibit A), Drawings and Photos (Exhibit B), (Exhibits C) and (Exhibits D), included at the end of this Contract, incorporated herein by reference.

**Proposal:** the proposal submitted by the Contractor, dated \_\_\_\_\_, 2022, incorporated herein by reference.

#### **Article II - RIGHTS AND DUTIES OF THE ENGINEER:**

## **CONTRACT #2088R-2**

### **GENERAL CONDITIONS**

- A. The Engineer shall, subject to the provision of Articles III and IV, give all orders and directions contemplated under this Contract and determine in all cases the amount, quality, acceptability and fitness of the work and materials which are to be paid for by the Commission to the Contractor.
- B. The Engineer shall have the right to reject any or all work which does not conform to the plans and specifications of this Contract, or is not completed in a workmanlike manner. He shall also have the right to reject materials which do not meet the specifications herein contained, have become damaged, rendered unsatisfactory, or have been supplied without evidence of quantity and/or quality such as labels, bills of lading, etc.
- C. The Engineer shall have the free access to the work whenever and wherever it is in progress, for purposes of inspection. If any work should be covered up without prior approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination at the Contractor's expense.
- D. The Engineer shall have the right to stop the work whenever such stoppage may be necessary for protection of the reservoir, for emergency conditions, or to prevent potential damage to property, equipment, or facilities and/or personal injury.
- E. The Engineer shall provide the Contractor with such basic lines, grades and points as are needed from which the Contractor shall establish such other points as he may need, unless otherwise specified.

#### **Article III - REVIEW BY COMMISSION:**

Notwithstanding anything herein contained, the Contractor shall have the right to appeal to the Commission, in accordance with Article XXII, concerning any matter in dispute and the Commission's decision on such appeal shall be final.

#### **Article IV - CHANGES:**

- A. Notwithstanding anything herein contained, no departure from or substitution, change or alteration in the terms, provisions or requirements of this Contract and the specifications thereof, shall be made without the prior order of the Commission as duly executed by its Chairman.
  - B. The Engineer, however, shall have the right to make minor changes in the specifications during the conduct of the work if necessary in keeping with good engineering practice if such changes are consistent with the purpose, intent and/or conditions of the contract and shall not result in significant extra costs to the Contractor.
  - C. Authorization for any additional work or materials (extras) requiring compensation not provided for in this Contract, or change orders, must be obtained in writing from the Commission. The Commission will not pay the Contractor for additional services or
- C-3 Low Lift Pump Station, Control House and Old Admin. Building Stone Pointing and Waterproofing

## CONTRACT #2088R-2

### GENERAL CONDITIONS

materials based on verbal agreements or conversations with a Commission employee.

#### Article V - OBLIGATIONS OF THE CONTRACTOR:

- A. The Contractor shall do all the work and furnish all the labor, supervision, transportation, materials, tools, equipment, etc., (except as herein otherwise provided) necessary and proper for safety in accordance with the specifications contained herein and labeled "**TECHNICAL SPECIFICATIONS**", and/or the direction of the Engineer. The Contractor shall complete said work to the total satisfaction of the Engineer at a price agreed upon and fixed by the terms of this Contract.
  - B. It is understood that the Contractor shall have had an opportunity to carefully examine the areas and/or facilities involved in this Contract prior to entering into this Contract and that he has fully satisfied himself as to the nature and location of the work, subsurface conditions, the character of equipment and facilities needed, the time and labor requirements, and all such matters which can affect the work to be performed. The Commission will not be responsible for additional expenses incurred by the Contractor as a result of obtaining information from any person or employee of the Commission in lieu of personal inspection or investigation.
  - C. The Contractor shall carefully preserve bench marks, reference points and stakes provided by the Engineer, and shall be responsible for any delays or mistakes that may be caused by their unnecessary loss or disturbance. The Contractor shall also carefully preserve all permanent property corners and bench marks, such as pipes, monuments, etc., and if lost or disturbed shall be responsible for resetting same, through the services of a licensed Land Surveyor whose services shall be paid for by the Contractor.
  - D. The Contractor shall continuously provide adequate protection at the work site to prevent the possibility of injury to any and all persons or property whether of the Commission or not. The Contractor shall secure the work site at any time when work is temporarily halted by reason of weather, time, etc., by providing adequate barricades, fences, lighting, personnel, etc., so as to prevent injury to persons or property. All such damage, injury or loss, except as may be due to errors in the Contract or caused by employees of the Commission, shall be made good by the Contractor.
  - E. The Contractor shall, during the progress of the work, attend the work site personally or through a competent English-speaking superintendent authorized to receive and carry out instructions.
  - F. The Contractor will be required to check all dimensions and quantities on any drawings or specifications given to him by the Engineer. In case of error or omission, the Contractor will not be allowed to benefit thereby, and instead should report same
- C-4 Low Lift Pump Station, Control House and Old Admin. Building Stone Pointing and Waterproofing

## CONTRACT #2088R-2

### GENERAL CONDITIONS

to the Engineer to obtain special instructions.

- G. The Contractor shall be responsible for all materials, tools, equipment, etc., to be stored at or near the job site.
- H. The Contractor shall, upon completion of the work, and to the complete satisfaction of the Engineer, remove from all Commission and/or private property, at its own expense, all temporary structures, rubbish, spillage, waste materials, drums, etc., which have resulted from the Contractor's operations. Final inspection and/or acceptance of the project by the Engineer for payment will not be made until all work has been completed and all final cleaning operations have been performed.

### Article VI - TIME FOR COMPLETING WORK, EXTENSION OF TIME, AND LIQUIDATED DAMAGES:

#### A. Time for Completing Work:

The Contractor shall achieve Substantial Completion, as determined by the Engineer, within **One Hundred (120) Calendar Days** of the issuance of the Notice to Proceed by the Commission.

#### Liquidated Damages:

If the Contractor shall not complete the work within the same time herein specified, or any proper extension thereof granted by the Commission then the Contractor does hereby agree, as part consideration for the awarding of this contract, to pay the Commission **Two Hundred Dollars (\$200.00) per calendar day**, commencing on the 31<sup>st</sup> calendar day of non-completion, not as a penalty, but as a liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the **BID** for completing the work.

The Commission may, in its sole discretion, review any purported reasons for delay and consider an extension or change order pursuant to the terms of Contract. The Commission shall have the right to offset from monies owed the Contractor under this Contract any and all monies owed the Commission as Liquidated Damages.

- B. Working hours shall be between **8:00 a.m. to 4:00 p.m.** No work shall be permitted on Saturdays, Sundays and legal holidays without special prior consent of the Engineer.
- C. Written approval of an extension of time, obtained by the Contractor from the Engineer, shall be the sole and exclusive remedy to the Contractor as a result of delays in the commencement, prosecution or completion of the work, resulting from, but not limited to:
  - C-5 Low Lift Pump Station, Control House and Old Admin. Building Stone Pointing and Waterproofing

## CONTRACT #2088R-2

### GENERAL CONDITIONS

1. acts or omissions of the Commission or Engineer or other contractor employed by the Commission, with respect to late drawings, plans or specifications, changes in sequence, lack of decision, lack of access, interference, errors, lack of approvals, erroneous bid specifications, lack of payments, issuance of change orders;
  2. differing site conditions, strikes, labor or material shortages, unusual delays in transportation and acts of God, such as tornadoes, earthquakes or extreme weather.
- D. The date of beginning and the time for completion, as specified herein, are **ESSENTIAL CONDITIONS** of this Contract; and it is agreed that the work embraced in this Contract shall be commenced within seven (7) days from the issuance of the Notice to Proceed. The work set forth in this Contract shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as shall insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Commission, that the time for the completion of the work described herein is a reasonable time for the completion of the same taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- E. **LIQUIDATED DAMAGES**
- If the Contractor shall not complete the work within the same time herein specified, or any proper extension thereof granted by the Commission then the Contractor does hereby agree, as part consideration for the awarding of this contract, to pay the Commission **Two Hundred Dollars (\$200.00) per calendar day**, commencing on the 31<sup>st</sup> calendar day of non-completion, not as a penalty, but as a liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Bid and Contract for completing the work.
- The Commission may, in its sole discretion, review any purported reasons for delay and consider an extension or change order pursuant to the terms of Contract. The Commission shall have the right to offset from monies owed the Contractor under this Contract any and all monies owed the Commission as Liquidated Damages
- F. Time is of the essence for each and every portion of work required herein. Where additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence under this Contract.
- G. The Contractor will not be charged with liquidated damages when, in the opinion of
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the Engineer, the delay in completion of the work is due to unforeseeable cause beyond the control and without the fault or negligence of the Contractor, such as but not restricted to, differing site conditions, strikes, labor or material shortages, unusual delays in transportation and acts of God, such as tornadoes, earthquakes or extreme weather.

#### **Article VII - CONTRACTOR'S INSURANCE AND INDEMNIFICATION REQUIREMENTS**

- A. The Contractor shall, at all times during the term of this Agreement, obtain and maintain continuously, at its own expense, and file with the North Jersey District Water Supply Commission (the Commission) and its insurance broker evidence of coverage as enumerated below.

**1. Commercial General Liability Insurance:**

Commercial General Liability Insurance, written on an industry standard occurrence form (CG 00 01), 1207 Edition or Equivalent

The Contractor shall maintain Products Completed Operations liability coverage for a period of at least 24 months following the Final Project Completion Date.

Such policy (ies) must provide the following minimum limits:

\$2,000,000	General Aggregate - Applies Per Project
\$1,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury
\$1,000,000	Each Occurrence Limit
\$ 100,000	Fire Damage Legal Liability

Any deductible or self-insured retention must be disclosed and is subject to approval by the Commission. The Cost of any claim payments falling within the deductible shall be the responsibility of the Company.

**2. Business Automobile Liability:**

Including coverage for owned, non-owned, leased or hired vehicles, written on an industry standard form (CA 00 01) or equivalent. Such policy (ies) must provide the following minimum limits:

\$1,000,000 Combined Single Limit (Bodily Injury & Property Damage)

Should include endorsement CA 9948 Pollution Endorsement

**3. Worker's Compensation:**

Worker's Compensation Limits: Statutory  
Employer's Liability:

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\$1,000,000 Each Accident  
\$1,000,000 Disease – Policy Limit  
\$1,000,000 Disease – Each Employee

#### **4. Excess/Umbrella Insurance:**

Schedule of Underlying to include: General Liability, Employers Liability and Auto Liability as outlined above.

Minimum Limit of Liability: \$3,000,000 Per Occurrence  
\$3,000,000 Aggregate

#### **5. Evidence of Insurance:**

The following documents must be provided in conjunction with a Certificate of Insurance:

- A copy of the endorsement naming the Commission as an Additional Insured, on Form CG2010 or equivalent on all policies except Worker's Compensation.
- A copy of an endorsement stating that the coverages provided by this policy to the Commission shall not be terminated, reduced or otherwise materially changed without providing at least thirty (30) days prior written notice to the Commission.
- A waiver of subrogation in favor of the Commission should apply under all the policies outlined in this section except for Worker's Compensation.
- General Contractor and Subcontractors "if any" are required to maintain the same level of coverage as outlined in section 1 and provide Certificates of Insurance and copies of supporting endorsements.

All policies must be rated A-VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of New Jersey or are an eligible Surplus Lines Insurer or are an acceptable Joint Insurance Fund.

Acceptance by the Commission of deficit evidence of insurance does not constitute a waiver of contract requirement as provided by conditions of the contract.

#### **B. Indemnification**

The Contractor hereby agrees to fully indemnify, defend and hold harmless the Commission, the Commissioners, its members, directors, officers, agents, servants, employees and successors and assigns from and against all losses, fines, penalties, damages, lawsuits, claims, causes of action, liabilities, demands,



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obligations to Contractor, and expenses, including attorneys' fees in connection with the loss of life, personal injury, bodily injury, and/or property damage, if occasioned in whole or in part by any negligent act or omission of the Contractor or the Contractor's agent's, servants, employees, and subcontractors in the performance of services and provision of goods under this Contract. This obligation shall include the provision of a defense for the Commission at all stages of the claims or judicial process and together with all losses, fines, penalties, costs and expenses relating to any of the foregoing, including but not limited to, court costs and reasonable attorneys' fees arising out of this Contract and to enforce this indemnification provision.

#### **Article VIII - LAWS, REGULATIONS AND PERMITS:**

- A. The Contractor shall keep itself fully informed of all laws, ordinances and regulations or decrees which in any manner would affect persons or materials in any way used, engaged or employed in the work or which affect the conduct of the work.

If any discrepancy or inconsistency should be discovered in this Contract, or in the drawings or specifications herein referred to, in relation to any such law, ordinance, regulation, order of decree, the Contractor shall forthwith report the same in writing to the Commission.

- B. The Contractor shall at all times observe and comply with and shall cause all its agents and employees to observe all such laws, ordinances, regulations, orders and decrees, and shall protect, indemnify and save harmless the Commission and its officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor, its employees or agents.
- C. Permits and/or licenses of a temporary nature which are necessary for the prosecution of the work shall be secured and paid for by the Contractor prior to commencement of such work as would require permits and/or licenses.

#### **Article IX - ASSIGNMENT:**

- A. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract, as a whole; or his right, title or interest in or to the same or any part thereof, without the previous consent in writing of the Commission endorsed herein or hereto attached; and it shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under this Contract, unless by and with the like consent signified in like manner.
- B. If the Contractor shall, without such previous written consent, assign, transfer, convey, sublet, or otherwise dispose of this Contract, or of its right, title or interest therein, or any of the monies to become due hereunder, this Contract may, at the option of the Commission, be revoked and annulled, and the Commission shall thereupon be relieved and discharged from any and all liability and obligations
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growing out of the same to the Contractor and to its assignee or transferee; and the Commission shall be in nowise deprived of or restricted in its right to sue for and recover damages for any breach of this Contract.

#### **Article X - PATENTS:**

The Contractor shall hold itself responsible for claims made against the Commission for infringement of patents by the use of patented articles in the construction and completion of the work, or in any process connected with the work agreed to be performed under this Contract or with the materials used upon the said work, and shall indemnify and save harmless the Commission for all costs, expenses and damages which the Commission shall be obliged to pay by reason of any infringement of patents used in the construction and completion of the work, including attorney's fees.

#### **Article XI - NEW JERSEY PREVAILING WAGE ACT (N.J.S.A 34.11-56.25 et seq.):**

- A. The Contractor is put on notice that it must pay all of its employees rendering services under this Contract in compliance with the prevailing wage rates promulgated by the New Jersey Department of Labor, a copy of which is on file at the Commission's Administrative Offices in Wanaque, New Jersey, and is hereby made a part of this Contract. In addition, the Contractor shall conform to all other labor laws and statutes established in this State.
- B. In the event it is found that any employee of the Contractor or Subcontractor covered by this Contract has been paid a rate of wages less than the prevailing wages required to be paid by the Contractor or Subcontractor, this Commission shall have the right to terminate the Contract, or such part of the Contract as to which there has been a failure to pay the required wages and to prosecute the Contract to completion or otherwise. The Contractor and its sureties shall be liable to the Commission for any excess costs occasioned thereby.

#### **Article XII - PAYMENTS:**

The Contractor will be entitled to payment upon final inspection and acceptance of the work by the Commission's Engineer, less any retainage held by the Commission, within sixty (60) days after (a) all portions of work have been fully completed as required by the Contract to the satisfaction of the Engineer; and (b) the Engineer has certified such completion to the Commission.

The Contractor agrees that he shall indemnify and save the Commission harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen and furnishes of machinery and parts thereof, equipment power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this Contract. The Contractor shall, at the Commission's request, furnish satisfactory evidence that all obligations of the nature hereinabove designed have to be paid, discharged, or waived. If the Contractor fails to do so, then the Commission may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Commission has

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written notice, directly or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor will be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Commission to the Contractor.

In paying any unpaid bills of the Contractor, the Commission shall be deemed the agent of the Contractor, and any payment, so made by the Commission, shall be considered as a payment made under the Contract by the Commission to the Contractor, and the Commission shall not be liable to the Contractor for such payment made in good faith.

#### A. Payment:

1. Upon receipt of written notice from the Contractor that the project is complete, the Engineer will make a final inspection and will notify the Contractor in writing of any particulars in which this inspection reveals that the work is defective. The Contractor shall immediately make such corrections as are necessary to remedy such defects.
2. When the Contractor has completed all such corrections to the satisfaction of the Engineer and delivered all maintenance and operating instructions, schedules, as-built drawings, guarantees, bonds, certificates and other documents, all as required by this Contract, the Bid and the Bid Specification (the "**Contract Documents**"), he may make application for final payment. The Engineer will review actual as-built field measurements, the amount of the work by the Contractor, and the value of such work pursuant to the terms of the Contract to determine whether to issue a final acceptance of the work. Upon final acceptance of the work, the Engineer will process the final payment upon receipt of a Maintenance Bond as described in the Bid Specifications.
3. The acceptance by the Contractor of Final Payment shall be and shall operate as a release to the Commission of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act or neglect of the Commission and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from any obligation set forth in the Contract Documents, including any applicable performance, payment, maintenance bond or other type of bid security.

#### B. Partial Payment:

1. Prior to the start of the Work, the Contractor shall submit a project schedule to the Engineer which shall be sufficiently detailed to permit the Engineer, in his sole discretion, to determine when the Work is fifty percent (50%) complete. Partial payment is not guaranteed, but may be approved at the sole discretion of the Project Engineer and approval by the Board of

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Commissioners, in accordance with the Commission's standard payment process.

2. No claim by the Contractor for additional payment based on any error in any periodic estimate will be recognized.
3. The Commission may withhold payment for any of the following:
  - a. Failure to submit a revised progress schedule, which has been approved by the Engineer, with each partial payment request.
  - b. Defective work not corrected.
  - c. Claims filed or responsible evidence indicating a reasonable probability of claims being filed.
  - d. Failure of the Contractor to make proper payments to Subcontractor or for material or labor.
  - e. Unpaid damages by the Contractor to Subcontractor, the Commission, or any other agency or person.
  - f. In the judgment of the Engineer the project is not proceeding in accordance with the Contract or the Contractor is not complying with the requirements of the Contract Documents.
  - g. The Contractor is found in to be in default under the terms of the Contract.
4. No payment voucher shall protect the Contractor, and no claims shall be founded thereof by the Contractor in case of overpayment, or in case it shall at any time appear that the project or any part thereof has not been constructed, completed and maintained in strict accordance with the Contract Documents.
5. No interim voucher shall be held to signify the approval of permanent work, materials, or other things to which such certificate relates and the Contractor shall not be relieved by any such certificates from any risks of liability to which he may be subject under the Contract until final payment hereinafter referred to has been granted to it.
6. Errors in any monthly measurements or bill, on being discovered, will be rectified by the Engineer in subsequent measurements and bills.
7. If any work, the value of which has been included in any interim bill is damaged or destroyed and has to be removed or reconstructed by the Contractor, an amount representing the value of the work so damaged or destroyed, less any insurance monies therefore received by the Commission, will be deducted by the Engineer in succeeding partial payments until such time as work has been renovated or reconstructed.

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8. State law requires that all claims for payments be approved by the governing body of the Commission. The Contractor shall allow six (6) to eight (8) weeks for receipt of partial payment after the payment has been approved by the Engineer.

#### **Article XIII - MONEY MAY BE RETAINED:**

The Commission may keep any monies which would otherwise be payable at any time hereunder, and apply the same, or so much as may be necessary therefore, to the payment of any expenses, losses or damages, as determined by the Engineer, incurred by the Commission which, pursuant to this Contract or the specifications shall be borne by the Contractor, and may retain until all claims shall have been settled so much of such monies as the Commission shall be of the opinion will be required to settle all claims against the Commission and its officers and agents and all claims for labor on the work, and also all these claims for materials.

#### **Article XIV – REPAIRS, BOND’S, MAINTENANCE AND RETAINAGE:**

- A. The Contractor shall at its own cost, upon notification from the Commission or Engineer, promptly make good any and all defects, in its work, or that of any subcontractor employed by it hereunder, which may occur or appear during the progress of the work.
- B. If, within ten (10) days after the delivery or mailing of notice in writing to the Contractor, or its agents, of the occurrence or appearance of any such fault in the work, the Contractor fails to remedy same, the Commission may remedy the same or cause it to be remedied without previous notice and/or in case of any emergency where, in the opinion of the Engineer, delay would cause serious loss or damage.
- C. The cost of any defects so remedied or caused to be remedied by the Commission shall be borne solely by the Contractor, and any sum expended, or any expense so incurred by the Commission shall be deducted from any money then due or thereafter growing due from the Commission to the Contractor.
- D. In order to secure the performance of the above, the Contractor shall furnish a **Performance and Payment Bond to the Commission** at the time of execution of this Contract, in the sum of one hundred percent (100%) of the Contract price. Said bond shall be in form and content satisfactory to the Commission.
- E. Upon completion of the work hereunder and prior to its final acceptance by the Commission, the Contractor shall furnish the Commission with a **Maintenance Bond** in the amount of 100% of the Contract price which shall remain in full force and effect for a period of one year from the final date of acceptance of the work by the

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Commission. Said bond shall be in the form and content satisfactory to the Commission.

- F. The Commission shall retain **five percent (5%)** of the total contract amount of money due for a period of **six (6) months** from the date of final acceptance of all of the work by the Commission, to be applied to any defects not remedied by the Contractor by the end of the six-month period.

#### **Article XV - TERMINATION OF LIABILITY:**

Upon acceptance by the Contractor, or his authorized agents, of the final payment under the provisions of this Contract, the project shall be considered completed and the Contractor shall have no further interest or claim whatever against the Commission or any of its officers or agents, except for amounts kept or retained or otherwise specifically provided herein.

#### **Article XVI - STATUTORY COMPLIANCE:**

The Contractor is required to comply with all applicable laws, regulations and ordinances.

#### **Article XVII - BUY AMERICAN ACTS:**

The Contractor and his subcontractors, if any, must comply with all "Buy American" statutes or regulations, including N.J.S.A. 52:33-1 et seq.

The Commission reserves the right to accept non-domestic materials under this contract in accordance with N.J.S.A. 52:33-2 and 52:33-3, in the event: (i) it determines the use of domestic materials is "impractical" or "inconsistent with the public interest"; (ii) it determines that the cost of using domestic materials is "unreasonable"; or (iii) domestic materials of the class or kind sought are not mined, produced, or manufactured, as the case may be, in the United States in commercial quantities and of a quality satisfactory to the Commission.

#### **Article XVIII - AFFIRMATIVE ACTION:**

The Contractor is required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

The Contractor shall complete and submit an Initial Project Workforce Report Form AA-201 upon notification of the contract award. Proper completion and submission of this report shall constitute evidence of the Contractor's compliance with the regulations. The Successful Bidder shall also submit a copy of the Monthly Project Workforce Report Form AA-202 once a month thereafter for the duration of the Contract to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts in the Department of Treasury and to the Commission (the "Division").

**Additionally, during the performance of this Contract, the Contractor agrees as**

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#### **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, the Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, 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, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or 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 State 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. However, if a subcontractor has a total workforce of four (4) or fewer employees or if the Contractor or subcontractor is performing under an existing Federally approved or sanctioned affirmative action program, the contract shall contain only the mandatory language required by N.J.A.C. 17:27-3.8(a).

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 applicable employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Division may, in its discretion, exempt the Contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the Contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card

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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. 17:27-7.2.

**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 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 the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:531 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 (5) days prior to the commencement of construction work, the Contractor or subcontractor agrees to attempt to hire 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's or subcontractor's agrees to 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 B below; and the Contractor or subcontractor further agrees to take said action if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

B. 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) 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 consistent with the applicable county employment goals;

1. To notify the public agency compliance officer, the Division, 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 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;

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



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training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

5. If it is necessary to lay off some of the workers in a given trade on the construction site, to 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 to employ any minority and women workers so 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.;

6. To 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, the 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 Division. 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.

ii. If the Contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women 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, 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 Division.

iv. The Contractor or subcontractor shall interview the referred minority or women workers.

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 Division and submitted promptly to the Division upon request.

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 apprenticeship policies in any applicable collective bargaining agreement or union hiring hall

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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 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 Division an initial project workforce report (Form AA 201) provided to the public agency by the Division 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 Division and to the Public Agency Compliance Officer.

D. The Contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27-1 et seq.

#### **Article XIX - WORKER AND COMMUNITY RIGHT-TO-KNOW ACT (N.J.S.A. 34:5A-1 et seq.; N.J.A.C. 7:1G):**

This Act requires employers to label all containers of hazardous substances. All goods offered for purchase to the Commission must be labeled in compliance with the provisions of this Act.

Material Safety Data Sheets also must be supplied as is required by law.

#### **Article XX - SAFETY:**

All equipment and work methods utilized in this Contract shall comply with O.S.H.A. and any other applicable local, State and Federal safety standards and regulations.

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#### Article XXI – TAX EXEMPTION:

Purchases made by the Commission are exempt from payment of state sales taxes, and such tax shall not be included in the bid price.

#### Article XXII – DISPUTE RESOLUTION:

A. **NOTICE** – Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the Contractor to the Commission's Executive Director promptly (but in no event later than thirty (30) days) after the start of the event giving rise thereto. Notice of the amount or extent of the claim, dispute, or other matter with supporting data shall be delivered to the Commission's Executive Director within sixty (60) days after the start of such event (unless the Executive Director allows additional time to submit additional or more accurate data in support of such Claim, dispute, or other matter). Any claim for an adjustment in Contract price and/or Contract time shall be prepared in accordance with the provisions of an official change order or contract amendment approved by the Board of Commissioners. Each Claim shall be accompanied by the Contractor's written statement that the adjustment claimed is the entire adjustment to which the Contractor believes it is entitled as a result of said event. The Commission will respond to the Contractor within sixty (60) days after receipt of the Contractor's last submittal.

B. **APPEAL FROM BOARD OF COMMISSIONER'S DECISION** – The Contractor may appeal the Board of Commissioner's decision rendered pursuant to the above Notice by delivering to the Commission within thirty (30) days after the date of such decision, a written notice of intention to appeal. The date of receipt of such notice by the Board of Commissioner's shall be the date upon which the time periods in these dispute resolution proceedings are calculated.

C. **WORK CONTINUANCE AND PAYMENT** – Unless otherwise agreed in writing, the Contractor shall continue to work, furnish required equipment and maintain the schedule of the work as outlined in the Contract specifications during any dispute resolution proceedings. If Contractor continues to perform per the Contract specifications, the Commission shall continue to make payments in accordance with this Contract.

D. **INITIAL DISPUTE RESOLUTION** – Upon issuance of a written notice of intention to appeal, the parties shall endeavor to settle the dispute first through direct discussions. The senior executives of the parties, who for the Contractor shall have the authority to settle the dispute and for the Commission shall be the Executive Director, shall meet within twenty-one (21) days after the date of receipt by the Commission of the notice of intention to appeal. If the dispute is not settled within thirty (30) days from the referral of the dispute to the senior executives, the parties shall submit the dispute to mediation in accordance with Paragraph E.

## **CONTRACT #2088R-2**

### **GENERAL CONDITIONS**

**E. MEDIATION** – If the dispute cannot be settled pursuant to Paragraph D, the parties shall endeavor to settle the dispute by mediation under the current Construction Industry Mediation Rules of the American Arbitration Association before recourse to any other dispute resolution procedures. Once one party files a request for mediation with the other party and with the American Arbitration Association, the parties agree to conclude such mediation within one hundred twenty (120) days of filing of the request.

The Commission and the Contractor shall cooperate with American Arbitration Association and with each other in selecting a mediator from American Arbitration Association, panel of neutrals and in scheduling the mediation proceedings. The Commission and the Contractor shall participate in the mediation in good faith, and shall share equally in its costs. All communications, documents, and other materials, whether written or oral, made in the course of or relating to the mediation by the Commission or the Contractor, or their agents, employees, experts or attorneys, or by the mediator or American Arbitration Association, employees, are confidential and privileged, and inadmissible for any purpose in any court, administrative, or other proceeding, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or nondiscoverable as a result of its use in the mediation. This agreement to mediate and any other agreement or consent to mediate entered into in accordance herewith as provided herein will be specifically enforceable under the laws of the State of New Jersey.

Either party may terminate the mediation at any time after the first session but the decision to terminate shall be delivered in person by the party's representative to the other party's representative and the mediator.

**F. MULTIPARTY PROCEEDINGS** – All parties necessary to resolve a claim or dispute shall be parties to the same dispute resolution proceeding. Appropriate provisions shall be included in all other contracts relating to the work in accordance with this this Contract to provide for the consolidation of such dispute resolution procedures.

**G. CONCLUSION OF MEDIATION** – In the event that mediation is concluded without a resolution of the dispute, Contractor and Commission may exercise such rights and remedies as either may otherwise have under the Contract Documents or by applicable law in respect of any dispute.

**H.** If, in the sole opinion of the Commission, a dispute arises which imperils the timely completion of the work, an excessive increase in costs, a substantial risk of harm to the public health or welfare, or an emergency or exigency which must be addressed immediately, then the Commission may institute court, administrative, or other proceedings without prior compliance with the dispute resolution provisions contained in this Contract.

### **ARTICLE XXIII – COMPLIANCE WITH COMMISSION CONTRACT AWARD POLICIES:**

## **CONTRACT #2088R-2**

### **GENERAL CONDITIONS**

Contractor represents and warrants that it has not made any contribution that would bar the Commission from awarding the Contractor this Contract pursuant to the contract award policies adopted by the Commission and set forth in the Commission's Accounting Policies and Procedures Manual. Contractor shall have a continuing duty to report any contribution it makes during the term of this Contract. Consistent with the requirements of the Commission's contract award policies, the Contractor acknowledges that it is prohibited from being awarded this Contract if Contractor has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate or holder of the public office of Governor, or to any State or county political party committee: (i) within the eighteen (18) months immediately preceding the commencement of negotiations for the contract or agreement; (ii) during the term of office of a Governor, in the case of contributions to a candidate committee and/or election fund of the holder of that office, or to any State or county political party committee of a political party nominating such Governor in the last gubernatorial election preceding the commencement of such term; or (iii) within the eighteen (18) months immediately preceding the last day of the term of office of Governor, in which case such prohibition shall continue through the end of the next immediately following term of the office of Governor, in the case of contributions to a candidate committee and/or election fund of the holder of that office, or to any State or county political party committee of a political party nominating such Governor in the last gubernatorial election preceding the commencement of the latter term.

It shall be a breach of the terms of this contract for Contractor to: (i) make or solicit a contribution in violation of either this subsection or the Commission's contract award policies; (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee of any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of this subsection; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of this subsection or Executive Order; or (viii) directly or indirectly, through or by any other person or means, do any act which would subject that entity to the restrictions of this subsection.

Contractor is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the Contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

### **Article XXIV – BUSINESS REGISTRATION CERTIFICATE**

## CONTRACT #2088R-2

### GENERAL CONDITIONS

- A. Business Registration: Pursuant to N.J.S.A. 52:32-44, **NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION** is prohibited from entering into a contract with an entity unless the bid/proposal/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 Treasury.
- B. Prior to contract award or authorization, the Contractor shall provide the Commission with its proof of business registration and that of any named subcontractor(s).
- C. Subcontractors named in a bid or other proposal shall provide proof of business registration to the Contractor, who in turn, shall provide it to the Commission prior to the time a contract, purchase order or other contracting documents is awarded or authorized.
- D. 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 Commission a list of subcontractors and their addresses that may be updated from time to time.
  - (3) the Contractor and any subcontractors providing goods or performing services under the Contract, and each affiliates, shall collect and remit to the Director of Division of Taxation in the Department of 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 to the State. Any questions in this regard can be directed to the Division of Taxation at (609)2925-6200. Form NJ-REG can be filled out at [www.state.nj.us/treasury/revenue/busregcert.html](http://www.state.nj.us/treasury/revenue/busregcert.html).
- E. Before final payment is made under this Contract, the Contractor shall submit to the Commission a complete list of all subcontractors and their addresses.
- F. 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 contract agency.

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### **GENERAL CONDITIONS**

#### **Article XXV – PUBLIC CONTRACTOR REGISTRATION**

N.J.S.A. 34:11-56.48 et seq., requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After the bid proposal is received and prior to award of contract, the Contractor shall submit a copy of the Contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier subcontractors shall be registered prior to starting work on the project. It is the Contractor's responsibility that all non-listed subcontractors at any tier have their certificate prior to starting work in accordance with this Contract.

Under the law a "contractor" is "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 (N.J.S.A. 34:11-56.25, et seq.) It applies to contractors based in New Jersey or any other state.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at [www.state.nj.us/labor/lssc/lspubcon.html](http://www.state.nj.us/labor/lssc/lspubcon.html). N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

#### **ARTICLE XXVI – NEW JERSEY ANTI-DISCRIMINATION**

Pursuant to N.J.S.A. 10:2-1, the Contractor agrees that:

a. In the hiring of persons for the performance of work under this Contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such material, equipment, supplies or services to be acquired under this Contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf, shall in any manner, discriminate against or intimidate any employee engaged in the performance of work under this Contract or any subcontract hereunder, or engage in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

## **CONTRACT #2088R-2**

### **GENERAL CONDITIONS**

c. There may be deducted from the amount payable to the Contractor by the Commission, under this Contract, a penalty of \$50.00 for each person for each calendar day which such a person is discriminated against or intimidated in violation of the provisions of this Contract; and

d. This Contract may be canceled or terminated by the Commission, and all money due to become due hereunder may be forfeited, for any violation of this section of this Contract occurring after notice to the Contractor from the Commission of any prior violation of this section of the Contract.

### **Article – XXVII AMERICAN WITH DISABILITIES ACT 1990**

The Contractor and the Commission do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (*42 U.S.C. §12101 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 part of this Contract. In providing any aid, benefit, or service on behalf of the Commission 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, subcontractors violate or are alleged to have violated the Act during the performance of this Contract, the Contractor shall defend the Commission in any action or administrative proceeding commenced pursuant to the Act. The Contractor shall indemnify, protect, and save harmless the Commission, the Commissioners, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind of 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 in connection therewith. In any and all complaints brought pursuant to the Commission's 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 Commission, or if the owner incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Commission 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 proceeding is brought against the Commission, the Commissioners or any of its agents, servants, employees, the owner shall expeditiously forward to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Commission or its representatives.



## **CONTRACT #2088R-2**

### **GENERAL CONDITIONS**

It is expressly agreed and understood that any approval by the Commission of the services provided by the Contactor 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 to the pursuant to this paragraph.

It is further agreed and understood that the Commission 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 Contract. 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 Contract, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Commission from taking any actions available to it under any other provisions of this Contract or otherwise at Law.

### **Article XXVIII – DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Pursuant to Public Law 2012, c. 25, the Contractor must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. The Contractor must review this list prior to completing the below certification. Failure to complete the certification will render the Contractor's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

### **Certification of Non-Involvement in Prohibited Activities in Russia or Belarus.**

Pursuant to Public Law 2022,c.3, the Contractor must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified as a person or entity engaging in prohibited activities in Russia or Belarus as such terms is defined in P.L. 2202.c.3, section1.e, except as permitted by federal law.

### **Article XXIX - DIANE B. ALLEN EQUAL PAY ACT**

Pursuant to N.J.S.A. 34:11-56.14, a contractor performing “qualifying services” or “public work” to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see

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## CONTRACT #2088R-2

### GENERAL CONDITIONS

<https://nj.gov/labor/equalpay/equalpay.html>.

#### Article XXX – RESERVED

#### Article XXXI – SAFETY MEASURES

All equipment and work methods utilized in this Contract shall comply with OSHA and all other applicable local, state and/or federal safety standards and regulations. Contractor and all subcontractors shall be required to attend a general Contract Safety Orientation prior to beginning construction.

#### Article XXXII – SECURITY MEASURES

The following measures must be adhered to as it relates to this Contract:

1. The Contractor shall furnish a complete description of all equipment and vehicles that will enter onto Commission property. All equipment and vehicles will have ID or plate/tag numbers easily visible.
2. As required by the New Jersey Office of Counter Terrorism's Best Management Practices, Contractors must provide evidence that it has previously conducted a background check on all Contractor's employees who will be entering onto Commission property. Contractors shall provide the Commission with a corporate letter, on appropriate letterhead, stating the names of all employees who will require access to the Commission's property, and indicating that such background checks have, in fact, been performed. All subcontractors are also required to provide such employee list, and confirmation of background checks.

**NO ONE WILL BE ALLOWED ONTO COMMISSION PROPERTY WITHOUT PRIOR APPROVAL.**

3. No specialized individuals will be allowed onto Commission property without being previously approved. This includes mechanics, fuel deliveries, sanitary facility maintenance, etc. The **"Access Approval Form to Commission Facilities and (Attachment #1)"** must be filled out completely, with a copy of **GOOD QUALITY PHOTO ID**, and submitted to the Commission at least **twenty-four (24) hours** prior to arrival. This form **MUST** be completed for **every** visit or delivery. Liquid delivery may be subject to sampling prior to entering onto Commission property. The Contractor shall make no claim against the Commission for loss of time associated with complying with this requested time frame.
4. Only the approved Contractor's employees and employees of any subcontractor listed by the Contractor on **page (I-24)** of the Bid Documents, and approved equipment will be allowed on Commission property.

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### **GENERAL CONDITIONS**

5. Vehicles entering onto Commission property shall be subject to search.

**NOTE: THE COMMISSION SHALL HAVE THE RIGHT TO EXPAND SECURITY REQUIREMENTS AND CONTRACTOR SHALL MAKE NO CLAIMS AGAINST THE COMMISSION FOR INCREASED SECURITY REQUIREMENTS MADE DURING THE LIFE OF THIS CONTRACT.**

### **Article XXXIII – PROMPT PAYMENT OF CONSTRUCTION CONTRACTS ACT**

On September 1, 2006, the New Jersey Legislature passed the Prompt Payment of Construction Contracts Act, P.L. 2006, c.96.

P.L. 2006, c.96, provides, in part, as follows: “If a prime contractor has performed in accordance with the provisions of a contract with the owner and the billing for the work has been approved and certified by the owner or the owner’s authorized approving agent, the owner shall pay the amount due to the prime contractor for each periodic payment, final payment or retainage monies not more than thirty (30) calendar days after the billing date, which for a periodic billing, shall be the periodic billing date specified in the contract. The billing shall be deemed approved and certified twenty (20) days after the owner receives it unless the owner provides, before the end of the 20-day period, a written statement of the amount withheld and the reason for withholding payment, except that in the case of a public or governmental entity that requires the entity’s governing body to vote on authorizations for each periodic payment, final payment or retainage monies, the amount due may be approved and certified at the next scheduled public meeting of the entity’s governing body, and paid during the entity’s subsequent payment cycle, provided this exception has been defined in the bid specifications and contract documents.”

As a public entity that requires the authorization of its governing body for periodic or final payments, and payments for change orders or release of retainage, the Commission hereby places the prime contractor on notice that it not subject to the twenty (20) day period for the approval and certification of billings and, consistent with P.L. 2006, c. 96, in the event that the Commission is unable to obtain formal consideration and approval of any billing for work performed by a prime contractor as the basis for a periodic or final payment, or payments for change orders or retainage within the thirty (30) day time period mandated by P.L. 2006, c.96, the Commission shall place the billing for work performed on its next regularly scheduled meeting of its Board of Commissioners and, should such billing for work performed be approved, pay the approved amount to the prime contractor during the Commission’s subsequent payment cycle.

### **Article XXXIIV – CONFIDENTIALITY & NON-DISCLOSURE REQUIREMENTS:**

The Contractor shall hold in trust and not reveal to any third party, except as provided in this Contract, between the Commission and the Contractor, any and all confidential or “Security Related” information as defined herein. The Contractor shall require its employees and sub-

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## CONTRACT #2088R-2

### GENERAL CONDITIONS

contractors to comply with the provisions of this Contract, if applicable, as it pertains to confidentiality. This Section must be included in all subcontracts entered into by the Contractor. Confidential or "Security Related" information shall include:

- Any and all financial, statistical, personnel and/or technical data supplied to the Contractor.
- Any and all data, technical information, material gathered, originated, developed, prepared, used or obtained in the performance of this Contract, including results and opinions of the Contractor.
- Any and all communications between the Commission and the Contractor and the Contractor and any third party regarding the performance of this Contract.

The Contractor is required to protect the confidentiality of such data. Any use, copying, distribution, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ for purposes not connected with this Contract, will be considered a violation of this Contract and may result in contract termination and the Contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for criminal prosecution to the extent allowed by law.

It is further agreed that any information supplied by the Commission to the Contractor and any information developed by the Contractor in satisfaction of the Scope of Work and Services within this Contract is subject to the following conditions and restrictions:

- Information received from or developed for the Commission is to be used solely for the purpose(s) established in this Contract.
- The data confidentiality matters coming within this Contract shall continue beyond the completion of all work involved in this Contract, unless specifically waived in writing by the Commission.

### Article XXXV – GENERAL WARRANTY & GUARANTEE:

A. In addition to other promises and warranties contained herein, the Contractor warrants that the labor and materials to be furnished and installed under this Contract will be new and free from defects in material and workmanship for a period of **one year from the date of completion by the Contractor**. This warranty excludes damage or defect caused by abuse, modification, normal wear and tear, or improper maintenance or operation by persons other than the Contractor, its employees, subcontractors, or any other individual the Contractor utilizes to discharge its obligations under this Contract. In the event that the Commission determines, in its sole discretion, that the equipment furnished by the Contractor has failed prematurely or contains a defect in material or workmanship, then the Contractor shall repair or replace said defective free of charge and install said equipment free of charge. The Contractor shall proceed to

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## **CONTRACT #2088R-2**

### **GENERAL CONDITIONS**

remedy such defects in material and workmanship within seven (7) days of receipt of written notice from the Commission. All such replacement parts shall be shipped F.O.B., Commission's site.

B. The Contractor's obligation to perform and complete the work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of the work that is not in accordance with the Contract Documents or a release of the Contractor's obligation to perform the work in accordance with the Contract Documents:

1. Observations by the Commission;
2. The making of any milestone or final payment;
3. The issuance of a certificate of Substantial Completion;
4. Use or occupancy of the work or any part thereof by the Commission;
5. Any review and approval of a Submittal;
6. Any inspection, test, or approval by others; or
7. Any correction of defective construction by the Commission.

#### **Article XXXVI– APPLICABLE LAW:**

This Agreement shall be governed by the laws of the State of New Jersey without giving effect to principles of conflicts of law.

#### **Article XXXVII – TERMINATION:**

This Agreement may be terminated by the Commission, with or without cause, upon three (3) days written notice to the Contractor. In the event of termination of this Agreement, the Commission shall only be responsible to pay the Contractor compensation for the Services rendered up to the date of the Contractor's receipt of written notice of termination.

#### **Article XXXVIII – NOTICES:**

All notices, requests, demands and other communication provided for by this Contract shall be in writing and shall be deemed to have been given when mailed at any general branch United States Post Office enclosed in a certified postpaid envelope and addressed to the address of the respective party stated herein or to such changed address as the party may have fixed by notice.

#### **Article XXXIX– NON-WAIVER:**

**CONTRACT #2088R-2**

**GENERAL CONDITIONS**

No delay or failure by either party in exercising any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right.

**Article XL– COUNTERPARTS:**

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**SIGNATURES ON THE FOLLOWING PAGE**

**CONTRACT #2088R-2  
CERTIFICATE OF ACKNOWLEDGMENT  
FOR CONTRACTOR (CORPORATION)**

**IN WITNESS THEREOF**, the parties hereto have caused this contract to be duly and properly executed in duplicate this \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord, Two Thousand and Twenty-Two, copy, thereof to remain with the Commission and one to be delivered to the Contractor.

**NORTH JERSEY DISTRICT  
WATER SUPPLY COMMISSION**

BY: \_\_\_\_\_  
**DR. HOWARD L. BURRELL, CHAIRMAN**

ATTEST:

\_\_\_\_\_  
KIM DIAMOND, COMMISSION SECRETARY

**(CONTRACTOR)**

BY: \_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TYPED SIGNATURE)

\_\_\_\_\_  
(TITLE)

ATTEST/WITNESS:

\* \_\_\_\_\_ ***(\*Witness must also complete page C-31)***  
(SIGNATURE)

\_\_\_\_\_  
(TYPED SIGNATURE)

\_\_\_\_\_  
(TITLE)

**SEAL:**

**CONTRACT #2088R-2  
CERTIFICATE OF ACKNOWLEDGMENT  
FOR CONTRACTOR (CORPORATION)**

STATE OF                                }  
  S.S.  
COUNTY OF                         }

**BE IT REMEMBERED**, that on this \_\_\_\_\_ day of \_\_\_\_\_, in the year of our Lord, Two Thousand and Twenty Two before me, a Notary Public of the State of \_\_\_\_\_ personally appeared \* \_\_\_\_\_ (Witness), who, being duly sworn, doth depose and make proof to my satisfaction, that he/she well knows the corporate seal of \_\_\_\_\_ Contractor named in the foregoing contract, that the seal affixed is the proper corporate seal of said Contractor, that the same was so affixed thereto and the said contract signed by \_\_\_\_\_ who was at the date and execution thereof, the \_\_\_\_\_ of said company, in the presence of said deponent, as the voluntary act and deed of said company, and that the said deponent thereupon signed the same as subscribing witness.

\_\_\_\_\_  
NOTARY PUBLIC

\* \_\_\_\_\_  
WITNESS' SIGNATURE

SWORN AND SUBSCRIBED TO BEFORE

\_\_\_\_\_  
TYPED SIGNATURE

ME THIS \_\_\_\_\_ DAY OF

\_\_\_\_\_, 2022.

\_\_\_\_\_  
TITLE

**\*Please note – this page must be completed by the person who attested/witnessed the execution of the contract on page C-30.**



CONTRACT #2088R-2

CERTIFICATE OF ACKNOWLEDGEMENT  
FOR CONTRACTOR (INDIVIDUAL)

STATE OF                                }  
  S.S.  
COUNTY OF                         }

**BE IT REMEMBERED**, that on this \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord, Two Thousand and Twenty Two before me a Notary Public of the State of \_\_\_\_\_ personally appeared \_\_\_\_\_ who being by me duly sworn, doth depose and make proof to my satisfaction, that he (she) is the Contractor named in the foregoing contract, and the said contract signed by him (her) voluntary act and deed.

(CONTRACTOR)

\_\_\_\_\_

\_\_\_\_\_  
(TYPED SIGNATURE)

\_\_\_\_\_  
NOTARY PUBLIC:

SWORN AND SUBSCRIBED TO BEFORE

ME THIS \_\_\_\_\_ DAY OF

\_\_\_\_\_ 2022.

CERTIFICATE OF ACKNOWLEDGEMENT  
FOR COMMISSION

STATE OF                                }  
  S.S.  
COUNTY OF                         }

**BE IT REMEMBERED**, that on this \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord, Two Thousand and Twenty Two before me personally appeared **KIM DIAMOND**, (Commission Secretary) who being by me duly sworn, doth depose and make proof to my satisfaction, that she well knows the corporate seal of the North Jersey District Water Supply Commission, the Commission named in the foregoing contract, that the seal thereto affixed is the proper corporate seal of said Commission, that the same was so affixed thereto and the said contract signed by **DR. HOWARD L. BURRELL**, who was at the date and execution thereof, the Chairman of the North Jersey District Water Supply Commission, in the presence of the said deponent, as the voluntary act and deed of the said Commission, and that the said deponent thereupon signed the same as subscribing witness.

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**KIM DIAMOND, COMMISSION SECRETARY**

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NOTARY PUBLIC:

SWORN AND SUBSCRIBED TO BEFORE

ME THIS \_\_\_\_\_ DAY OF

\_\_\_\_\_ 2022

**CONTRACT #2088R**

**EXHIBIT “A”**

**TECHNICAL SPECIFICATIONS**

**TECHNICAL SPECIFICATIONS**

**SECTION 011000**  
**GENERAL REQUIREMENTS**

**PART 1: GENERAL**

**1.01 SCOPE OF WORK**

It is the intent of the Commission to solicit Bids from Contractors that have expertise in general construction, masonry and waterproofing as it pertains to historic masonry building construction. The building structures are part of the original North Jersey District Water Supply Commission's facilities located in Wanaque, Passaic County, New Jersey. The buildings are located in our "Headworks" complex that includes structures built in the early 20<sup>th</sup> century, circa 1918. The complex is an active water treatment complex that is part of the Wanaque Reservoir System owned by the North Jersey District Water Supply Commission, which supplies drinking water to over 4 million residents in Northern New Jersey.

The Scope of Work is to include, but not be limited to all leak repairs, stone repairs, masonry repointing and waterproofing of the structures identified as the Low Lift Pump Station, Control House and the Old Administration Building. The work will encompass 100% of leak repairs and repointing of the mortar joints as specified in Section 040140 , Item 1.01 through 3.04 and the repair of any loose stonework specified in item 3.05 and 3.06 encountered during the repointing of all four building elevations (North, South, East and West) from the building's copings down to grade and/or adjoining roof surfaces. See the following exhibits:

Exhibit "B" – Low Lift Pump Station Existing Conditions

Exhibit "C" – Control House Existing Conditions

Exhibit "D" – Old Administration Building Existing Conditions

The Successful Bidder shall be licensed in the State of New Jersey, shall have and provide upon request, demonstrable experience with general construction, masonry and waterproofing of industrial/commercial buildings. Bidders shall include references and at least ten (10) similar projects completed within their bids submitted to the Commission. In addition, the firm must own and maintain a local office within 100 miles of the Commission.

**1.02 WORK INCLUDED**

- A. The Contractor is to furnish all labor, equipment and materials required to comply with the Scope of Work of the Contract Documents pertaining to the general construction, masonry and waterproofing of Industrial/Commercial buildings associated with the Low Lift Pump Station, Control House and Old Administration Building at the Headworks complex. Applicable tests,

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samples, shop drawings and certifications are to be provided in a timely manner in order not to delay the review process or the construction schedule.

**1.03 SUBMITTALS**

- A. Prior to starting work, the Contractor must submit the following:
  - 1. Shop drawings showing layout, details of construction, scaffolding erection plans and identification of materials.
  - 2. Submit a Letter of Certification from the manufacturer which certifies the material.

**1.04 RELATED WORK**

- A. Section 011000 - General Requirements (Submittals)
- B. Section 040140 – Stone Repointing
- C. Section 079200 – Joint Sealant
- D. Section 071900 – Water Repellants

**1.05 WORK SEQUENCE**

- A. Schedule and execute work to prevent excessive disruption of normal work patterns in and around the building. Care should be exercised to provide protection for any structures including but not limited to existing curbing, sidewalks, storm inlets, railings and other structures associated with the Water Treatment Facility not directly listed. The Contractor will be responsible for any damage and necessary repairs to the associated structures.
- B. Do not disrupt normal Headworks operations or activities.

**1.06 USE OF THE PREMISES**

- A. Before beginning the Work, the Contractor must secure approval from the Commission for the following:
  - 1. Areas permitted for personnel parking.
  - 2. Access to the site.
  - 3. Areas permitted for storage of materials and debris.
  - 4. Maintenance and Protection of Traffic Plan.
  - 5. Proposed traffic path of construction vehicles.
  - 6. Areas permitted for the location of cranes, hoists and chutes for loading and unloading materials, if applicable.

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- B. Commission-owned restroom facilities may not be used by the Contractor at any time.

**1.07 EXISTING CONDITIONS**

If discrepancies are discovered between the existing conditions and those noted on the drawing or in the technical specs, immediately notify the Commission by email and phone prior to commencing with the Work. Necessary steps shall be taken to review and resolve the discrepancy.

**1.08 PRE-CONSTRUCTION CONFERENCE**

- A. A pre-construction meeting will be held at the job site prior to commencing Work. Contact the Commission if there are any questions.
- B. Prior to initiating construction work, the Contractor shall schedule and perform a job site inspection to observe actual conditions and verify all dimensions.

**1.09 TEMPORARY FACILITIES AND CONTROLS**

**A. Temporary Utilities:**

1. Provide all hoses, valves and connections for water (if applicable) from a source designated by the Owner when made available.
2. When available, electrical power should be extended as required from the source. Provide all trailers, connections and disconnects if applicable.

**B. Temporary, Sanitary Facilities:**

Sanitary facilities will not be available at the job site. The Contractor shall be responsible for the provision and maintenance of portable toilets or their equal.

**C. Facility Site:**

1. The Contractor shall use reasonable care and responsibility to protect the facility and site against damage. The Contractor shall be responsible for the correction of any damage incurred as a result of the performance of the Contract.
2. The Contractor shall remove all debris from the job site in a timely and legally acceptable manner so as to not detract from the aesthetics or the functions of the dam and facilities.

**D. Security:**

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Obey the Owner's requirements for personnel identification, inspection and other security measures.

1.10 JOB SITE PROTECTION

- A. The Contractor shall adequately protect the structures, paved areas, service drives, lawn, shrubs, trees, etc. from damage while performing the required work. Provide canvas, boards and sheet metal (properly secured) as necessary for protection and remove protection material at completion. The Contractor shall repair or be responsible for costs to repair all property damaged during construction.
- B. Protect against fire and flame spread. Maintain proper and adequate fire extinguishers.
- C. Store moisture susceptible materials above ground and protect with waterproof coverings.
- D. Remove all traces of piled bulk material and return the job site to its original condition upon completion of the Work.

1.11 SAFETY

The Contractor shall be responsible for all safety means and methods and shall comply with all applicable local, state and federal requirements that are safety related. **Safety shall be the responsibility of the Contractor.**

All involved personnel shall be instructed daily to be mindful of the full-time requirement to maintain a safe environment for the facility.

1.13 WORKMANSHIP

- A. Applicators installing material and related work shall be trained in the installation as per the manufacturer's specifications.
- B. All work shall be of highest quality and in strict accordance with the manufacturer's published specifications and to the Commission's satisfaction.
- C. There shall be a supervisor on the job site at all times while work is in progress.

**TECHNICAL SPECIFICATIONS**

**PART 2:     PRODUCTS**

- A. Refer to the following Technical Specifications:  
Section 040140 – Stone Repointing  
Section 079200 – Joint Sealant  
Section 071900 – Water Repellents

**PART 3:     EXECUTION**

The Contractor is to proceed with construction work only after the release to start and a traffic control plan has been established and approved by The Commission.

The Contractor is to examine the conditions under which the stone masonry repointing and sealing work is to be performed and notify the Commission, in writing, of unsatisfactory conditions or conditions detrimental to the proper and timely completion of the work. He is not to proceed with the Work until unsatisfactory conditions have been corrected in a manner acceptable to the Commission.

The Contractor is to proceed with the Work only when the existing and forecast weather conditions will permit the work to be performed in accordance with the manufacturer's recommendations, using established procedures and approved schedules. The Contractor is to proceed only if he is willing to guarantee the Work without reservations or restrictions.

Workmanship is to be of the highest grade in every respect. All work is to be properly protected until the completion of the project. All materials are to be the best of their respective kinds.

Where there is a question as to the type of material to be used in the Work, or when any of several materials might reasonably be expected to perform the same function satisfactorily, the Contractor is to consult with the Commission to determine his choice of materials.

All materials are to be delivered to the site in original unopened containers or wrappings, bearing the manufacturer's name and brand name. All materials are to be carefully stored to protect them from the weather. All materials are to be kept dry during delivery, storage, and handling. Any materials damaged are not to be used.

**END OF SECTION**

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**TECHNICAL SPECIFICATIONS**

**SECTION 040140**  
**STONE REPOINTING**

PART 1: **GENERAL**

1.01 WORK INCLUDED

Under this section of the Specifications, the Contractor is to furnish all materials, labor, and equipment required to repoint **100% of the existing stone work** and repair any loose stonework encountered during the repointing of the facades located on the Low Lift Pump Station, Control House and Old Administration Building for the North Jersey District Water Supply Commission Scope of Work as specified herein.

The Contractor will be required to obtain all necessary permits and coordinate maintenance and protection of traffic with the Commission's security personnel and local municipal agencies (if required). The Contractor must submit to the Commission an approved work plan. The Contractor must supply and install proper traffic control signs prior to start of Work. Work shall not be started until all approvals have been obtained and submitted to the Commission for approval. Work shall be started only after a pre-construction meeting has been scheduled and a defined limit-of-work area has been established.

The Contractor shall remove and dispose of properly, all old masonry material and debris produced by performance of the Work.

The Contractor shall remove and re-install all existing features that may obstruct the repointing work as defined in the specifications, and drawings. Furthermore, it will be the Contractor's responsibility to remove all debris within the area of work that may damage the new masonry pointing work. The Contractor shall be responsible for the protection of all other site features that are to remain.

It is the responsibility of the Contractor to determine the best means practical for gaining access to the site for the use of machinery and other equipment necessary to complete the Project. The Contractor is to proceed with the Work only when the existing and forecast weather conditions will permit the Work to be performed in accordance with the manufacturer's recommendations, using established procedures and approved schedules. The Contractor is to proceed only if he is willing to guarantee the Work without reservations or restrictions.

Upon completion of the Project, the Contractor shall remove all equipment and dispose of debris material in a safe and approved manner.

**TECHNICAL SPECIFICATIONS**

1.02 QUALITY ASSURANCE

All work performed and materials installed by the Contractor are to be in strict accordance with the latest requirements of the following governing codes and standards:

<b>ASTM –E3360</b>	Standard Guide for Repointing
<b>ASTM C141/C141M</b>	Standard Specifications for Hydrated Hydraulic Lime for Structural Purpose
<b>ASTM C144</b>	Standard Specifications-Aggregate for Masonry Mortar
<b>ASTM C136</b>	Standard Test Methods for Sieve Analysis of Fine and Course Aggregates

In the case of conflicting requirements in any of the above listed codes and standards, the most stringent is to govern.

All materials are to be used in strict conformance with the current instructions, recommendations and specifications of the manufacturer, except to the extent that more stringent requirements are indicated herein or on the drawings.

Provide adequate number of experienced workers, regularly engaged in this type of work, who are skilled in the application techniques of the materials specified. Provide at least one thoroughly trained and experienced superintendent on the job at all times when work is in progress.

There shall be no deviations made from this specification or the approved shop drawings without the prior written approval of the specifier. Any deviation from the manufacturer's installation procedures must be supported by written certification on manufacturer's letterhead and presented for the specifier's consideration.

Upon completion of the installation, the applicator shall arrange for an inspection to be made by the Commission in order to determine whether or not corrective work will be required.

1.03 EXTENT OF WORK

- A. Provide all labor, material, tools, equipment, and supervision necessary to complete **100%** masonry repointing and any stonework repair encountered during the repointing of the three (3) identified in this technical specification as the Low Lift Pump Station (LLPS), Control House and Old Administration Building.

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- B. The Contractor shall be fully knowledgeable of all requirements of the Contract Documents and shall make himself aware of all job site conditions that will affect the Work.
- C. The Contractor shall confirm all given information and advise the Commission, prior to bid, of any conflicts that will affect their the cost in the bid.

**1.04 SUBMITTALS**

- B. Prior to starting work, the Contractor must submit the following:
  - 1. Product Data: For all products used. Include technical data and tested physical and performance properties.
  - 2. Shop Drawings: Indicate limit of work and scaffold erection areas..
  - 3. Qualification Data: For manufacturer.
  - 4. Samples for Initial Selection:
    - a. Pointing Mortar
    - b. Sand Type used for Pointing Mortar
    - c. Sealant Selection

**1.05 PRODUCT DELIVERY, STORAGE AND HANDLING**

- A. Deliver materials to the job site in the manufacturer's original, unopened containers, with the manufacturer's name, brand name and installation instructions intact and legible. Deliver in sufficient quantity to permit work to continue without interruption.
- B. Store cementitious materials on elevated platforms, under cover, and in a dry locations. Do not use cementitious materials that have become damp.
- C. Store hydrated lime in manufacturer's original and unopened containers. Discard lime if containers have been damaged or have been opened for more than two days.
- D. Store sand where grading and other required characteristics can be maintained and contamination avoided.

**1.06 FIELD CONDITIONS**

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit repointing work to be performed according to product manufacturers' written instructions and specified requirements.

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- B. Temperature Limits, General: Repoint mortar joints only when air temperature is between 40 and 90 deg. F (4 and 32 deg. C) and is predicted to remain so for at least seven days after completion of the Work unless otherwise indicated.
- C. Cold-Weather Requirements: Comply with the following procedures for mortar-joint pointing unless otherwise indicated:
  - 1. When air temperature is below 40 deg. F (4 deg. C), heat mortar ingredients and existing stone to produce temperatures between 40 and 120 deg. F (4 and 49 deg. C).
  - 2. When mean daily air temperature is below 40 deg. F (4 deg. C), provide enclosure and heat to maintain temperatures above 32 deg. F (0 deg. C) within the enclosure for seven days after pointing.
- D. Hot-Weather Requirements: Protect mortar-joint pointing when temperature and humidity conditions produce excessive evaporation of water from mortar materials. Provide artificial shade and wind breaks, and use cooled materials as required to minimize evaporation. Do not apply mortar to substrates with temperatures of 90 deg. F (32 deg. C) and above unless otherwise indicated.

**PART 2: PRODUCTS**

**2.01 GENERAL**

All components of the specified material shall be products of the system manufacturer or accepted as compatible.

Unless otherwise approved by the specified manufacturer and accepted by the manufacturer, all components must be manufactured and supplied by the system manufacturer and covered by the warranty.

All system components must meet ASTM Standards as listed.

**2.01 MATERIAL**

- A. Source Limitation: Obtain each type of material for stone repointing (cement, sand, etc.) from single source with resources to provide materials of consistent quality in appearance and physical properties.
- B. Portland Cement: ASTM C 150/C 150M, Type I or Type II, except Type III may be used for cold-weather construction; white or gray, or both, where required for color matching of mortar.

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1. Provide cement containing not more than 0.60 percent total alkali when tested according to ASTM C 114.

C. Hydrated Lime: ASTM C207, Type S

D. Masonry Cement: ASTM C 91/C 91M

E. Mortar Cement: ASTM C 1329/C 1329M

F. Mortar Sand: ASTM C144

1. Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.

2. Color: Natural sand or ground marble, granite, or other sound stone of color necessary to produce required mortar color. Provide cement containing not more than 0.60 percent total alkali when tested according to ASTM C 114.

G. Mortar Pigments: ASTM C 979/C 979M compounded for use in mortar mixes, and having a record satisfactory performance in stone mortars.

H. Water: Potable

**2.02 ACCESSORY MATERIAL**

A. Sealant Materials:

1. Sealant manufacturer's standard elastomeric sealant(s) of base polymer and characteristics indicated below and according to applicable requirements in Section 079200 "Joint Sealants."

a. Type: Single-component, non-sag urethane sealant.

2. Colors: Provide colors of exposed sealants to match colors of mortar adjoining installed sealant unless otherwise indicated.

3. Ground-Mortar Aggregate: Custom crushed and ground pointing mortar sand or existing mortar retrieved from joints. Grind to a particle size that matches the adjacent mortar aggregate and color. Remove all fines passing the No. 100 sieve.

B. Joint-Sealant Backing:

1. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material

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with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

2. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended in writing by sealant manufacturer for preventing sealant from adhering to rigid, inflexible, joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.
- C. Masking Tape: Nonstaining, nonabsorbent material; compatible with mortar, joint primers, sealants, and surfaces adjacent to joints; and that easily comes off entirely, including adhesive.
- D. Other Products: Select materials and methods of use based on the following, subject to approval of a mockup:
1. Previous effectiveness in performing the work involved.
  2. Minimal possibility of damaging exposed surfaces.
  3. Consistency of each application.
  4. Uniformity of the resulting overall appearance.
  5. Do not use products or tools that could leave residue on surfaces.

**2.4 MORTAR MIXES**

- A. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.
1. Mixing Pointing Mortar: Thoroughly mix cementitious materials and sand together before adding any water. Then mix again, adding only enough water to produce a damp, unworkable mix that retains its form when pressed into a ball. Maintain mortar in this dampened condition for 15 to 30 minutes. Add remaining water in small portions until mortar reaches desired consistency. Use mortar within one hour of final mixing; do not retemper or use partially hardened material.
- B. Colored Mortar: Produce mortar of color required by using specified ingredients. Do not alter specified proportions without Architect's approval.
1. Mortar Pigments: Where mortar pigments are indicated, do not add pigment exceeding 10 percent by weight of the cementitious or binder materials, except for carbon black which is limited to 2 percent, unless otherwise demonstrated by a satisfactory history of performance.
- C. Do not use admixtures in mortar unless otherwise indicated.

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D. Mixes: Mix mortar materials in the following proportions:

1. Pointing Mortar by Volume: ASTM C 270, Proportion Specification, 1 part portland cement, 1 part lime, and 6 parts sand. Add mortar pigments to produce mortar colors required if required.
2. Pointing Mortar by Type: ASTM C 270, Proportion Specification, Type N unless otherwise indicated; with cementitious material limited to Portland cement and lime, masonry cement or mortar cement. Add mortar pigments to produce mortar colors as required.
3. Pointing Mortar by Property: ASTM C 270, Property Specification, Type N unless otherwise indicated; with cementitious material limited to Portland cement and lime, masonry cement or mortar cement. Add mortar pigments to produce mortar colors as required.

PART 3: **EXECUTION**

3.01 GENERAL

- A. Comply with the manufacturer's published instructions for the installation of the pointing material including proper preparation, job site considerations and weather restrictions.
- B. Proceed with repointing only after unsatisfactory conditions have been corrected.

3.02 PROTECTION

- A. Prevent mortar from staining face of surrounding stone and other surfaces.
  1. Cover sills, ledges, and other projecting items to protect them from mortar droppings.
  2. Keep wall area wet below pointing work to discourage mortar from adhering.
  3. Immediately remove mortar splatters in contact with exposed stone and other surfaces.
- B. Remove gutters and downspouts and associated hardware adjacent to stone and store during stone repointing. Reinstall when repointing is complete.

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building.

3.03 STONE REPOINTING, GENERAL

- A. Appearance Standard: Repointed surfaces are to have a uniform appearance as viewed from 20 feet (6 m) away.

3.04 REPOINTING STONework

- A. Rake out and repoint joints to the following extent:

1. **100%** of all the building facades for the Low Lift Pump Station (LLPS), Control House and Old Administration Building to include but not limited to all building elevations as shown on the drawings as well as a portion of the Low Lift Pump Station substation interior wall not shown on the drawings. LLPS substation interior wall can be inspected at time of the pre-construction meeting.
2. 100% of all joints to include but not limited to sealant-filled joints.
3. 100% of all joints at locations with the following defects:
  - a. Holes and missing mortar.
  - b. Cracks that can be penetrated 1/4 inch or more by a knife blade 0.027 inch thick.
  - c. Cracks 1/16 inch or more in width and of any depth.
  - d. Hollow-sounding joints when tapped by metal object.
  - e. Eroded surfaces 1/4 inch or more deep.
  - f. Deterioration to point that mortar can be easily removed by hand, without tools.
  - g. Joints filled with substances other than mortar.

- B. Rake out joints as follows, according to procedures per **ASTM –E3360** Standard Guide for Repointing.  
mockup:

1. Remove mortar from joints to depth of joint width but not less than 1/2 inch or not less than that required to expose sound, un-weathered mortar. Do not remove unsound mortar more than 2 inches deep; consult Commission for direction.
2. Remove mortar from stone surfaces within raked-out joints to provide reveals with square backs and to expose stone for contact with pointing mortar. Brush, vacuum, or flush joints to remove dirt and loose debris.
3. Do not spall edges of stone units or widen joints.
4. Replace or patch damaged stone units as directed by Commission.

- D. Notify Owner of unforeseen detrimental conditions including voids in
- |        |  |          |
|--------|--|----------|
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mortar joints, cracks, loose stone, rotted wood, rusted metal, and other deteriorated items.

**E. Pointing with Mortar:**

1. Rinse joint surfaces with water to remove dust and mortar particles. Time rinsing application so, at time of pointing, joint surfaces are damp but free of standing water. If rinse water dries, dampen joint surfaces before pointing.
2. Apply pointing mortar first to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 3/8 inch until a uniform depth is formed. Fully compact each layer, and allow it to become thumbprint hard before applying next layer.
3. After deep areas have been filled to same depth as remaining joints, point joints by placing mortar in layers not greater than 3/8 inch (9 mm). Fully compact each layer and allow to become thumbprint hard before applying next layer. Where existing stone has worn or rounded edges, slightly recess finished mortar surface below face of stone to avoid widened joint faces. Take care not to spread mortar beyond joint edges onto exposed stone surfaces or to featheredge the mortar.
4. When mortar is thumbprint hard, tool joints to match original appearance of joints as demonstrated in approved mockup. Remove excess mortar from edge of joint by brushing.
5. Cure mortar by maintaining in thoroughly damp condition for at least 72 consecutive hours, including weekends and holidays.
6. Hairline cracking within mortar or mortar separation at edge of a joint is unacceptable. Completely remove such mortar and repoint.

**F. Pointing with Sealant: Comply with Section 079200 "Joint Sealants" and as follows:**

1. After raking out, keep joints dry and free of mortar and debris.
2. Clean and prepare joint surfaces. Prime joint surfaces unless sealant manufacturer recommends against priming. Do not allow primer to spill or migrate onto adjoining surfaces.
3. Fill sealant joints with specified joint sealant.
  - a. Install cylindrical sealant backing beneath the sealant. Where space is insufficient for cylindrical sealant backing, install bond-breaker tape.
  - b. Install sealant using only proven installation techniques that ensure that sealant is deposited in a uniform, continuous ribbon, without gaps or air pockets, and with complete wetting of the joint bond surfaces equally on both sides. Fill joint flush with surrounding stonework and matching the contour of adjoining mortar joints.
  - c. Install sealant as recommended in writing by sealant manufacturer but within the following general limitations, measured at the center (thin)

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section of the bead:

- 1) Fill joints to a depth equal to joint width, but not more than 1/2 inch deep or less than 1/4 inch deep.
  - a. Tool sealant to form smooth, uniform beads, slightly concave. Remove excess sealant from surfaces adjacent to joint.
  - b. Sanded Joints: Immediately after first tooling, apply ground-mortar aggregate to sealant, gently pushing aggregate into the surface of sealant. Lightly retool sealant to form smooth, uniform beads, slightly concave. Remove excess sealant and aggregate from surfaces adjacent to joint.
  - . Do not allow sealant to overflow or spill onto adjoining surfaces, or to migrate into the voids of adjoining surfaces, particularly rough textures. Remove excess and spillage of sealant promptly as the work progresses. Clean adjoining surfaces by the means necessary to eliminate evidence of spillage, without damage to adjoining surfaces or finishes, as demonstrated in an approved mockup.
- G. Where repointing work precedes cleaning of existing stone, allow mortar to harden at least 30 days before beginning cleaning work.

3.05 PATCHING/REPAIR OF EXISTING SANDSTONE

A. Patching and Repair:

1. A unit cost price shall be included with this bid to patch and repair all cracking and/or spalling of existing sandstone at all building elevations that may be encountered during the repointing of all buildings listed.
2. The unit cost shall include all labor and equipment necessary to perform the task.
3. The work will include the careful removal of deteriorated sandstone by using a handheld grinder equipped with a masonry diamond blade as necessary to install new stone repair mortar.

3.06 SECURING LOOSE EXISTING STONework

A. Patching and Repair:

1. A unit cost price shall be included with this bid to repair any loose stonework that has been encountered during the joint repointing of all

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building as shown in Exhibits B, C, and D.

2. The unit cost shall include all labor and equipment necessary to perform the task.
3. The work shall include, but not be limited to, the installation of mechanical anchors that will safely secure any loose building stone to the existing building structure. Anchors shall be mechanically fastened to the building structure and epoxied into place.
4. Once the stone has been secured to the building structure, it shall be reset in a new bed layer of Type S mortar.

**3.07 FINAL CLEANING**

- A. After mortar has fully hardened, thoroughly clean exposed stone surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or –fiber brushes, and clean water, applied by low-pressure spray.
  1. Do not use metal scrapers or brushes.
  2. Do not use acidic or alkaline cleaners.
- B. Clean adjacent non-stone surfaces. Use detergent and soft brushes or cloths.
- C. Clean mortar and debris from roof; remove debris from gutters and downspouts. Rinse off roof and flush gutters and downspouts.
- D. Remove masking materials, leaving no residues that could trap dirt.

**3.08 FIELD QUALITY CONTROL**

- A. Testing Agency: Allow inspectors use of lift devices and scaffolding, as needed, to perform inspections.
- B. Notify Commission's project representatives in advance of times when lift devices and scaffolding will be relocated. Do not relocate lift devices and scaffolding until Commission's Project representatives have had reasonable opportunity to make inspections and observations of work areas at lift device or scaffold location.

**END OF SECTION**

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**SECTION 079200**  
**JOINT SEALANT**

PART 1: **GENERAL**

1.01 WORK INCLUDED

Under this section of the Specifications, the Contractor is to furnish all materials, labor, and equipment required to apply joint sealant to the newly repointed joints at the Low Lift Pump Station, Control House and Old Administration Building located at the North Jersey District Water Supply Commission Headworks Facility.

The Contractor will be required to obtain all necessary permits and coordinate maintenance and protection of traffic and work related duties with the Commission's security personnel and local municipal agencies. . Work shall be started only after a pre-construction meeting has been scheduled and a defined limit-of-work area has been established.

The work shall consist of furnishing and applying joint sealant to the newly repointed stone work on the Low Lift Pump Station, Control House and Old Administration Building. It is the responsibility of the Contractor to determine the best means practical for gaining access to the buildings for the use of machinery and other equipment necessary to complete the Project. The Contractor is to proceed with the Work only when the existing and forecast weather conditions will permit the Work to be performed in accordance with the manufacturer's recommendations, using established procedures and approved schedules. The Contractor is to proceed only if he is willing to guarantee the Work without reservations or restrictions.

Upon completion of the Project, the Contractor shall remove all equipment and dispose of debris material in a safe and approved manner.

1.02 QUALITY ASSURANCE

All work performed and materials installed by the Contractor are to be in strict accordance with the latest requirements of the following governing codes and standards:

<b>ASTM C 794</b>	<b>Standard Adhesion Testing</b>
<b>ASTM C 1087</b>	<b>Compatibility Testing</b>
<b>ASTM C 1248</b>	<b>Stain Testing</b>

In the case of conflicting requirements in any of the above listed codes and standards, the most stringent is to govern. All materials are to be used in

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strict conformance with the current instructions, recommendations and specifications of the manufacturer, except to the extent that more stringent requirements are indicated herein or on the drawings.

Provide adequate number of experienced workers regularly engaged in this type of work who are skilled in the application techniques of the materials specified. Provide at least one thoroughly trained and experienced superintendent on the job at all times when work is in progress.

There shall be no deviations made from this specification or the approved shop drawings without the prior written approval of the specifier. Any deviation from the manufacturer's installation procedures must be supported by written certification on manufacturer's letterhead and presented for the specifier's consideration.

Upon completion of the installation, the applicator shall arrange for an inspection to be made by the Commission in order to determine whether or not corrective work will be required.

**1.03 EXTENT OF WORK**

- A. Provide all labor, material, tools, equipment, and supervision necessary to complete the installation of all joint sealant areas including all building penetrations such as windows, doors and mechanical penetrations.
- B. The Contractor shall be fully knowledgeable of all requirements of the Contact Documents and shall make himself aware of all job site conditions that will affect his work.
- C. The Contractor shall confirm all given information and advise the Commission, prior to bid, of any conflicts that will affect the cost in the bid.

**1.04 SUBMITTALS**

- A. Prior to starting work, the Contractor must submit the following:
  - 1. Product Data: For all products used. Include technical data and tested physical and performance properties.
  - 2. Shop Drawings: Indicate limit of work.
  - 3. Qualification Data: For manufacturer.
  - 4. Material Certification: For sealant application material signed by manufacturer.

**1.05 FIELD CONDITIONS**

**TECHNICAL SPECIFICATIONS**

- A. Do not proceed with installation of joint sealants under the following conditions:
1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer[ or are below 40 deg. F.
  2. When joint substrates are wet.
  3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
  4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

**1.06 PRODUCT DELIVERY, STORAGE AND HANDLING**

- A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.
- B. Product Testing: Test joint sealants using a qualified testing agency.
1. Testing Agency Qualifications: Qualified according to ASTM C 1021 to conduct the testing indicated.

**1.07 WARRANTY**

- A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
1. Warranty Period: Two years from date of Substantial Completion.
- C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:
1. Movement of the structure caused by stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
  2. Disintegration of joint substrates from causes exceeding design specifications.

**TECHNICAL SPECIFICATIONS**

3. Mechanical damage caused by individuals, tools, or other outside agents.
4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2: PRODUCTS

2.01 GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. VOC Content of Interior Sealants: Sealants and sealant primers used inside the weatherproofing system shall comply with the following:
  1. Architectural sealants shall have a VOC content of 250 g/L or less.
  2. Sealants and sealant primers for nonporous substrates shall have a VOC content of 250 g/L or less.
  3. Sealants and sealant primers for nonporous substrates shall have a VOC content of 775 g/L or less.
- C. Low-Emitting Interior Sealants: Sealants and sealant primers shall comply with the testing and product requirements of the California Department of Health's (formerly, the California Department of Health Services') "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."
- D. Colors of Exposed Joint Sealants: As indicated by manufacturer's designations and as selected by the Commission.

2.02 SILICONE JOINT SEALANTS

The list below is acceptable for the appropriate application(s) for the Low Lift Pump Station, Control House and Old Administration Building Stone Pointing and Waterproofing Project.

- A. Silicone, S, NS, 100/50, NT: Single-component, nonsag, plus 100 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 100/50, Use NT.
- B. Silicone, S, NS, 50, NT: Single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 50, Use NT.



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- C. Silicone, S, NS, 35, NT: Single-component, nonsag, plus 35 percent and minus 35 percent movement capability. nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 35, Use NT.
- D. Silicone, S, NS, 25, NT: Single-component, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 25, Use NT.
- E. Silicone, Acid Curing, S, NS, 25, NT: Single-component, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, acid-curing silicone joint sealant: ASTM C 920, Type S, Grade NS, Class 25, Use NT.
- F. Silicone, S, NS, 100/50, T, NT: Single-component, nonsag, plus 100 percent and minus 50 percent movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 100/50, Uses T and NT.
- G. Silicone, S, NS, 50, T, NT: Single-component, nonsag, plus 50 percent and minus 50 percent movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 50, Uses T and NT.
- H. Silicone, S, NS, 25, T, NT: Single-component, nonsag, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 25, Uses T and NT.
- I. Silicone, S, P, 100/50, T, NT: Single-component, pourable, plus 100 percent and minus 50 percent movement capability traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade P, Class 100/50, Uses T and NT.
- J. Silicone, S, P, 25, T, NT: Single-component, pourable, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade P, Class 25, Uses T and NT.
- K. Silicone, M, P, 100/50, T, NT: Multicomponent, pourable, plus 100 percent and minus 50 percent movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type M, Grade P, Class 100/50, Uses T and NT.

**2.03 NONSTAINING SILICONE JOINT SEALANTS**

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The list below is acceptable for the appropriate application(s) for the Low Lift Pump Station, Control House and Old Administration Building Stone Pointing and Waterproofing Project.

- A. Nonstaining Joint Sealants: No staining of substrates when tested according to ASTM C 1248.
- B. Silicone, Nonstaining, S, NS, 100/50, NT: Nonstaining, single-component, nonsag, plus 100 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 100/50, Use NT.
- C. Silicone, Nonstaining, S, NS, 50, NT: Nonstaining, single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 50, Use NT.
- D. Silicone, Nonstaining, S, NS, 100/50, T, NT: Nonstaining, single-component, nonsag, plus 100 percent and minus 50 percent movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 100/50, Uses T and NT.
- E. Silicone, Nonstaining, M, NS, 50, NT: Nonstaining, multicomponent, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type M, Grade NS, Class 50, Use NT.

**2.04 URETHANE JOINT SEALANTS**

The list below is acceptable for the appropriate application(s) for the Low Lift Pump Station, Control House and Old Administration Building Stone Pointing and Waterproofing Project.

- A. Urethane, S, NS, 25, NT: Single-component, nonsag, nontraffic-use, plus 25 percent and minus 25 percent movement capability, urethane joint sealant; ASTM C 920, Type S, Grade NS, Class 25, Use NT.
- B. Urethane, S, NS, 100/50, T, NT: Single-component, nonsag, plus 100 percent and minus 50 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C 920, Type S, Grade NS, Class 100/50, Uses T and NT.
- C. Urethane, S, NS, 25, T, NT: Single-component, nonsag, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, urethane

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joint sealant; ASTM C 920, Type S, Grade NS, Class 25, Uses T and NT.

D. Urethane, S, P, 35, T, NT: Single-component, pourable, plus 35 percent and minus 35 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C 920, Type S, Grade P, Class 35, Uses T and NT.

E. Urethane, S, P, 25, T, NT: Single-component, pourable, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C 920, Type S, Grade P, Class 25, Uses T and NT.

F. Urethane, M, NS, 50, NT: Multicomponent, nonsag, plus 50 percent and minus 50 percent movement capability nontraffic-use, urethane joint sealant; ASTM C 920, Type M, Grade NS, Class 50, Use NT.

G. Urethane, M, NS, 25, NT: Multicomponent, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, urethane joint sealant; ASTM C 920, Type M, Grade NS, Class 25, Use NT.

H. Urethane, M, NS, 50, T, NT: Multicomponent, nonsag, plus 50 percent and minus 50 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C 920, Type M, Grade NS, Class 50, Uses T and NT.

I. Urethane, M, NS, 25, T, NT: Multicomponent, nonsag, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C 920, Type M, Grade NS, Class 25, Uses T and NT.

J. Urethane, M, P, 50, T, NT: Multicomponent, pourable, plus 50 percent and minus 50 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C 920, Type M, Grade P, Class 50, Uses T and NT.

K. Urethane, M, P, 25, T, NT: Multicomponent, pourable, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C 920, Type M, Grade P, Class 25, Uses T and NT.

**2.05 IMMERSIBLE JOINT SEALANTS**

The list below is acceptable for the appropriate application(s) for the Low Lift Pump Station, Control House and Old Administration Building Stone Pointing and Waterproofing Project. (If applicable)

A. Immersible Joint Sealants. Suitable for immersion in liquids; ASTM C 1247, [Class 1] [Class 2]; tested in deionized water unless otherwise indicated

B. Urethane, Immersible, S, NS, 100/50, NT, I: Immersible, single-component, nonsag, plus 100 percent and minus 50 percent movement capability,

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nontraffic-use, urethane joint sealant; ASTM C 920, Type S, Grade NS, Class 100/50, Uses NT, and I.

- C. Urethane, Immersible, S, NS, 35, NT, I: Immersible, single-component, nonsag, plus 35 percent and minus 35 percent movement capability, nontraffic-use, urethane joint sealant; ASTM C 920, Type S, Grade NS, Class 35, Use NT and I.
- D. Urethane, Immersible, S, NS, 50, T, NT, I: Immersible, single-component, nonsag, plus 50 percent and minus 50 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C 920, Type S, Grade NS, Class 50, Uses T, NT, and I.
- E. Urethane, Immersible, S, NS, 35, T, NT, I: Immersible, single-component, nonsag, plus 35 percent and minus 35 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C 920, Type S, Grade NS, Class 35, Uses T, NT, and I.
- F. Urethane, Immersible, S, NS, 25, T, NT, I: Immersible, single-component, nonsag, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C 920, Type S, Grade NS, Class 25, Uses T, NT, and I.
- G. Urethane, Immersible, S, P, 50, T, NT, I: Immersible, single-component, pourable, plus 50 percent and minus 50 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C 920, Type S, Grade P, Class 50, Uses T, NT, and I.
- H. Urethane, Immersible, S, P, 25, T, NT, I: Immersible, single-component, pourable, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C 920, Type S, Grade P, Class 25, Uses T, NT, and I.
- I. Polysulfide, Immersible, M, NS, 25, NT, I: Immersible, multicomponent, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, polysulfide joint sealant; ASTM C 920, Type M, Grade NS, Class 25, Uses NT and I.
- J. Urethane, Immersible, M, NS, 50, T, NT, I: Immersible, multicomponent, nonsag, plus 50 percent and minus 50 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C 920, Type M, Grade NS, Class 50, Uses T, NT, and I.
- K. Urethane, Immersible, M, NS, 25, T, NT, I: Immersible, multicomponent, nonsag, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C 920, Type M, Grade NS,

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Class 25, Uses T, NT, and I.

L. Polysulfide, Immersible, M, NS, 25, T, NT, I: Immersible, multicomponent, nonsag, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, polysulfide joint sealant; ASTM C 920, Type M, Grade NS, Class 25, Uses T, NT, and I.

M. Urethane, Immersible, M, P, 25, T, NT, I: Immersible, multicomponent, pourable, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C 920, Type M, Grade P, Class 25, Uses T, NT, and I.

**2.06 SILYL-TERMINATED POLYETHER (STPE) JOINT SEALANTS**

The list below is acceptable for the appropriate application(s) for the Low Lift Pump Station, Control House and Old Administration Building Stone Pointing and Waterproofing Project.

A. STPE, S, NS, 50, NT: Single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, silyl-terminated polyether joint sealant; ASTM C 920, Type S, Grade NS, Class 50, Use NT.

B. STPE, S, NS, 35, NT: Single-component, nonsag, plus 35 percent and minus 35 percent movement capability, nontraffic-use, silyl-terminated polyether joint sealant; ASTM C 920, Type S, Grade NS, Class 35, Use NT.

C. STPE, S, NS, 25, NT: Single-component, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, silyl-terminated polyether joint sealant; ASTM C 920, Type S, Grade NS, Class 25, Use NT.

D. STPE, S, NS, 100/50, T, NT: Single-component, nonsag, plus 100 percent and minus 50 percent movement capability, traffic- and nontraffic-use, silyl-terminated polyether joint sealant; ASTM C 920, Type S, Grade NS, Class 100, Uses T and NT.

E. STPE, S, NS, 50, T, NT: Single-component, nonsag, plus 50 percent and minus 50 percent movement capability, traffic- and nontraffic-use, silyl-terminated polyether joint sealant; ASTM C 920, Type S, Grade NS, Class 50, Uses T and NT.

F. STPE, S, NS, 35, T, NT: Single-component, nonsag, plus 35 percent and minus 35 percent movement capability, traffic- and nontraffic-use, silyl-terminated polyether joint sealant; ASTM C 920, Type S, Grade NS, Class 35, Uses T and NT.

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- G. STPE, S, NS, 25, T, NT: Single-component, nonsag, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, silyl-terminated polyether joint sealant; ASTM C 920, Type S, Grade NS, Class 25, Uses T and NT.
- H. STPE, S, P, 25, T, NT: Single-component, pourable, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, silyl-terminated polyether joint sealant; ASTM C 920, Type S, Grade P, Class 25, Uses T and NT.

**2.07 MILDEW-RESISTANT JOINT SEALANTS**

- A. Mildew-Resistant Joint Sealants: Formulated for prolonged exposure to humidity with fungicide to prevent mold and mildew growth.
- B. Silicone, Mildew Resistant, Acid Curing, S, NS, 25, NT: Mildew-resistant, single-component, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, acid-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 25, Use NT.
- C. STPE, Mildew Resistant, S, NS, 50, NT: Mildew-resistant, single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, silyl-terminated polyether joint sealant; ASTM C 920, Type S, Grade NS, Class 50, Use NT.

**2.08 POLYSULFIDE JOINT SEALANTS**

The list below is acceptable for the appropriate application(s) for the Low Lift Pump Station, Control House and Old Administration Building Stone Pointing and Waterproofing Project.

- A. Polysulfide, S, NS, 25, NT: Single-component, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, polysulfide joint sealant; ASTM C 920, Type S, Grade NS, Class 25, Use NT.
- B. Polysulfide, M, NS, 25, T, NT: Multicomponent, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, polysulfide joint sealant; ASTM C 920, Type M, Grade NS, Class 25, Use NT.
- C. Polysulfide, M, P, 25, T, NT: Multicomponent, pourable, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, polysulfide joint sealant; ASTM C 920, Type M, Grade P, Class 25, Uses T and NT.

**2.09 BUTYL JOINT SEALANTS**

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A. Butyl-Rubber-Based Joint Sealants: ASTM C 1311.

**2.10 LATEX JOINT SEALANTS**

A. Acrylic Latex: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF

**2.11 JOINT-SEALANT BACKING**

A. Sealant Backing Material, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

B. Cylindrical Sealant Backings: ASTM C 1330, [Type C (closed-cell material with a surface skin)] [Type O (open-cell material)] [Type B (bicellular material with a surface skin)] [ or any of the preceding types, as approved in writing by joint-sealant manufacturer for joint application indicated], and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

**2.12 MISCELLANEOUS MATERIALS**

A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.

C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

**PART 3: MISCELLANEOUS MATERIALS**

**3.01 PRIMER:**

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- A. Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

3.02 CLEANERS FOR NONPOROUS SURFACES:

- A. Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.

3.03 MASKING TAPE:

- A. Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 4: **EXECUTION**

4.01 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

4.02 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:

- 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.



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2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:

- a. Concrete.
- b. Masonry.
- c. Unglazed surfaces of ceramic tile.
- d. Exterior insulation and finish systems.

3. Remove laitance and form-release agents from concrete.

4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:

- a. Metal.
- b. Glass.
- c. Porcelain enamel.
- d. Glazed surfaces of ceramic tile.

B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

#### 4.03 INSTALLATION OF JOINT SEALANTS

A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Install sealant backings of kind indicated to support sealants during application

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and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between ends of sealant backings.
  2. Do not stretch, twist, puncture, or tear sealant backings.
  3. Remove absorbent sealant backings that have become wet before sealant application, and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
1. Place sealants so they directly contact and fully wet joint substrates.
  2. Completely fill recesses in each joint configuration.
  3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
1. Remove excess sealant from surfaces adjacent to joints.
  2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
  3. Provide concave joint profile per Figure 8A in ASTM C 1193 unless otherwise indicated.
    - a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

**4.04 FIELD QUALITY CONTROL**

A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:

1. Extent of Testing: Test completed and cured sealant joints as follows:
  - a. Perform 2 tests for the first 500 feet joint length for each kind of sealant and joint substrate.
  - b. Perform one test for each 1000 feet of joint length thereafter or one

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test per each floor per elevation.

2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
  - a. For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
3. Inspect tested joints and report on the following:
  - a. Whether sealants filled joint cavities and are free of voids.
  - b. Whether sealant dimensions and configurations comply with specified requirements.
  - c. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. Compare these results to determine if adhesion complies with sealant manufacturer's field-adhesion hand-pull test criteria.
4. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant material, sealant configuration, and sealant dimensions.
5. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.

B. Evaluation of Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

**4.05 CLEANING**

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

**4.06 PROTECTION**

- A. Protect joint sealants during and after curing period from contact with

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contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

**4.07 JOINT-SEALANT SCHEDULE**

**A. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal non traffic surfaces**

**1. Joint Locations:**

- a. Construction joints in cast-in-place concrete.
- b. Joints between plant-precast architectural concrete units.
- c. Control and expansion joints in unit masonry.
- d. Joints in dimension stone cladding.
- e. Joints in glass unit masonry assemblies.
- f. Joints in exterior insulation and finish systems.
- g. Joints between metal panels.
- h. Joints between different materials listed above.
- i. Perimeter joints between materials listed above and frames of doors, windows and louvers.
- j. Control and expansion joints in ceilings and other overhead surfaces.

**END OF SECTION**

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**TECHNICAL SPECIFICATIONS**

**SECTION 07190**  
**WATER REPELLANTS**

**PART 1: GENERAL**

**1.01 WORK INCLUDED**

Under this section of the Specifications, the Contractor is to furnish all materials, labor, and equipment required to apply water repellant to all the newly repointed joints at the Low Lift Pump Station, Control House and Old Administration Building located at the North Jersey District Water Supply Commission Headworks Facility.

The Contractor will be required to obtain all necessary permits and coordinate maintenance and protection of traffic and work related duties with the Commission's security personnel and local municipal agencies. The Contractor must submit to the Commission an approved control plan. Work shall be started only after a pre-construction meeting has been scheduled and a defined limit-of-work area has been established.

The work shall consist of furnishing and applying water repellant to all building facades to include but not limited to the Low Lift Pump Station (LLPS), Control House and Old Administration Building. It is the responsibility of the Contractor to determine the best means practical for gaining access to the buildings for the use of machinery and other equipment necessary to complete the Project. The Contractor is to proceed with the Work only when the existing and forecast weather conditions will permit the Work to be performed in accordance with the manufacturer's recommendations, using established procedures and approved schedules. The Contractor is to proceed only if he is willing to guarantee the Work without reservations or restrictions.

**1.02 SUBMITTALS**

A. Comply with all Sections above, unless otherwise indicated. Substitution requests must be submitted 14 days prior to the bid date.

B. Product Data: Manufacturer's specifications and technical data including the following:

1. Detailed specification of construction and fabrication.
2. Manufacturer's installation instructions.
3. Certified test reports indicating compliance with performance requirements specified herein.

**TECHNICAL SPECIFICATIONS**

C. Quality Control Submittals:

1. Statement of qualifications.
2. Statement of compliance with Regulatory Requirements.
3. Field Quality Control Submittals as specified in Part 3.
4. Manufacturer's field reports. Beads shall conform to Fed. Spec. TT-B-1325, Type I, Gradation A. When used in regions of high humidity, coat beads with silicone or other suitable waterproofing material to assure free flow. Furnish the glass beads in containers suitable for handling and strong enough to prevent loss during shipment. A certification shall accompany each batch of beads stating compliance with this section.

1.03 QUALITY ASSURANCE

A. Manufacturer's Qualification: Not less than 5 years' experience in the actual production of specified products.

B. Installer's Qualifications: Firm experienced in installation or application of systems similar in complexity to those required for this Project, plus the following:

1. Acceptable to or licensed by manufacturer.
2. Not less than 3 years' experience with systems.
3. Successfully completed not less than 5 comparable scale projects using this system.

C. Product Qualifications:

1. Comply with the provisions of the following standards for brick masonry.
  - a. Surface Appearance - No change in the surface appearance or texture.
  - b. **ASTM E514 "Water Permeance of Masonry"**
    - 100% reduction in the leakage rate over the control
    - Control wall must have a leakage rate of at least 2.0 liters/hour
  - c. **ASTM C67 "Brick and Structural Clay Tile"** Part 7 Water Absorption - 98% reduction in water absorption
  - d. **ASTM G53 "Accelerated Weathering"** for 2000 hours
    - only 5% loss of effectiveness over initial water repellency
  - e. Penetration - visual penetration into brick - 0.25 inches average

D. Regulatory Requirements: Products shall comply with State and local regulations concerning AIM (Architectural, Industrial and Maintenance)

**TECHNICAL SPECIFICATIONS**

coatings regarding Volatile Organic Content (VOC).

1. The use of 1,1,1 trichloroethane shall not be allowed.

**1.04 DELIVERY STORAGE AND HANDLING**

A. Packing and Shipping: Deliver products in original unopened packaging with legible manufacturer's identification.

B. Storage and Protection: Comply with manufacturer's recommendations.

**1.05 PROJECT CONDITIONS**

A. Environmental Requirements:

1. Maintain ambient temperature above 20 degrees F during and 24 hours after installation.
2. Do not proceed with application on materials if ice or frost is covering the substrate.
3. Do not proceed with application if ambient temperature of surface exceeds 100 degree F.
4. Do not proceed with the application of materials in rainy conditions or if heavy rain is anticipated with 4 hours after application.

B. Sealer Coordination:

1. Verify compatibility with curing compounds, patching materials, repair mortar, paints, sealants, etc. to be used on masonry surfaces to ensure compatibility with the water repellent.

**1.06 SPECIAL WARRANTIES**

A. Manufacturer shall stand behind installed system for period of (2) years from Date of Substantial Completion against all the conditions indicated below. When notified in writing from the Commission, Manufacturer shall, promptly and without inconvenience and cost to Owner correct said deficiencies.

1. Loss of water repellency:
  - a. Masonry: 1.0 mil/20 minutes or greater (80 mph wind driven rain equivalent).

**PART 2 - PRODUCTS**

**2.01 MATERIALS**

NJDWSC

Low Lift Pump Station, Control House,  
& Old Administration Building Stone Pointing and Waterproofing  
Water Repellants

079200-3

**TECHNICAL SPECIFICATIONS**

A. Acceptable manufacturers and products for Masonry

1. Protectosil® CHEM-TRETE® BSM 400, Evonik Degussa A&S Division  
1-800-828-0919.

**PART 3 - EXECUTION**

**3.01 EXAMINATION**

- A. Verification of Conditions: Examine areas and conditions under which Work is to be performed and identify conditions detrimental to proper or timely completion.

1. Do not proceed until unsatisfactory conditions have been corrected.

**3.02 PREPARATION**

- A. Protection: Install coverings to protect adjacent surfaces.

B. Surface Preparation:

1. Verify masonry joints found to be unsound, hollow, or otherwise defective, have been raked out to a depth of 1/2 inch and pointed with mortar.
2. Verify cracks that exceed 1/64 inch wide have been filled with pointing mortar.
3. All repointing must be completed and allowed to cure.
4. Remove dirt, dust and materials that will interfere with the proper and effective application of the penetrating sealer. It is the responsibility of the Contractor to prepare the surfaces of the concrete as recommended by the Water Repellent Manufacturer and acceptable to the Engineer.
5. Sealants, patching materials, and expansion joints shall have been installed and approved by the Engineer.

**3.03 FIELD QUALITY CONTROL**

- A. Spray Test: After water repellent has dried, spray coated surfaces with water.

1. After surfaces have adequately dried, recoat surfaces that show water absorption.



**TECHNICAL SPECIFICATIONS**

**B. Manufacturer's Field Services:**

1. Furnish written certification that surface preparation method and final condition has manufacturer's approval and comply with the warranty.
2. Test area: Furnish results of test area absorption on each type of substrate. Test results shall determine application rate.

**C. Test Area:**

1. Before a sealer application the following field evaluation will be done. The cost of the field testing will be the responsibility of the Water Repellent Manufacturer.
2. Prepare a three feet by three feet area to be sprayed with the water repellent. The area will be determined by the Commission. Apply the water repellent in a flooding application, from the bottom up to cause the material to run down 6 to 8 inches below the spray pattern.
3. After allowing five days for the sample to cure run a RILEM uptake test on the treated area. Place one tube on the brick and one tube on a mortar joint. The Commission must be present for the application of the water repellent and the test.
4. Acceptable minimum results are as stated in the warranty provisions. Coverage rate used to pass this test section must be used on entire project.

**3.03 APPLICATION**

- A. Product shall be applied as supplied by the manufacturer without dilution or alteration.
- B. Apply with a low-pressure (15 psi) airless spray equipment with a fan spray coarse nozzle, flooding the surface to obtain uniform coverage unless otherwise recommended by the manufacturer.
- C. Apply at a rate of not less than 125 square feet/gallon unless the field tests determine that a heavier rate of application is necessary to meet the performance requirements.
- D. Apply at temperature and weather conditions recommended by the manufacturer or written in this specification.
- E. Follow manufacturer's recommendations concerning protection of glass, metal and other non-porous substrates. Contractor will be responsible to clean all surfaces that are contaminated by the water repellent.

**TECHNICAL SPECIFICATIONS**

F. Follow manufacturer's recommendation concerning protection of plants, grass and other vegetation. Contractor will be responsible for replacing all plants, grass or vegetation damaged by the water repellent.

G. Brush apply water repellent only at locations where overspray would affect adjacent materials and where not practicable for spray application.

**3.05 CLEANING**

A. As work progresses: Clean spillage and overspray from adjacent surfaces using materials and methods as recommended by water repellent manufacturer.

B. Remove protective coverings from adjacent surfaces when no longer needed.

**END OF SECTION**

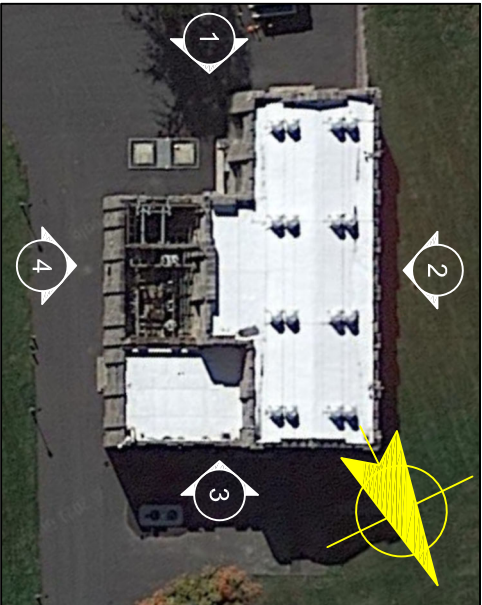
\*\*\*\*\*

CONTRACT #2088R

TECHNICAL SPECIFICATIONS

EXHIBIT "B"

LOW LIFT PUMP STATION  
EXISTING CONDITION PHOTOS and  
ELEVATIONS



LOW LIFT PUMP STATION WORK PLAN

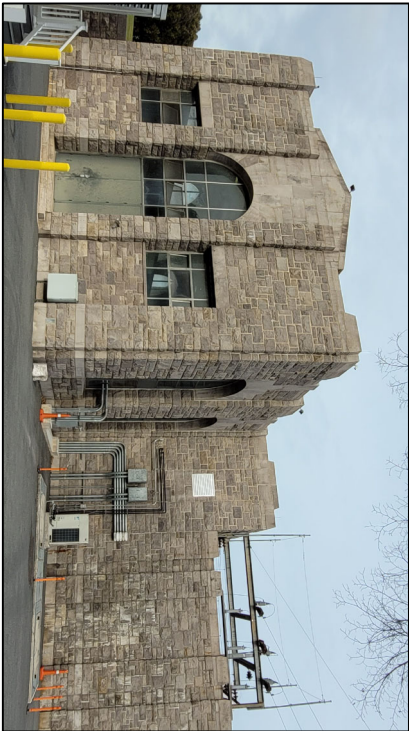


PHOTO #1  
ELEVATION LOOKING NORTH



PHOTO #3  
ELEVATION LOOKING SOUTH



PHOTO #2  
ELEVATION LOOKING WEST

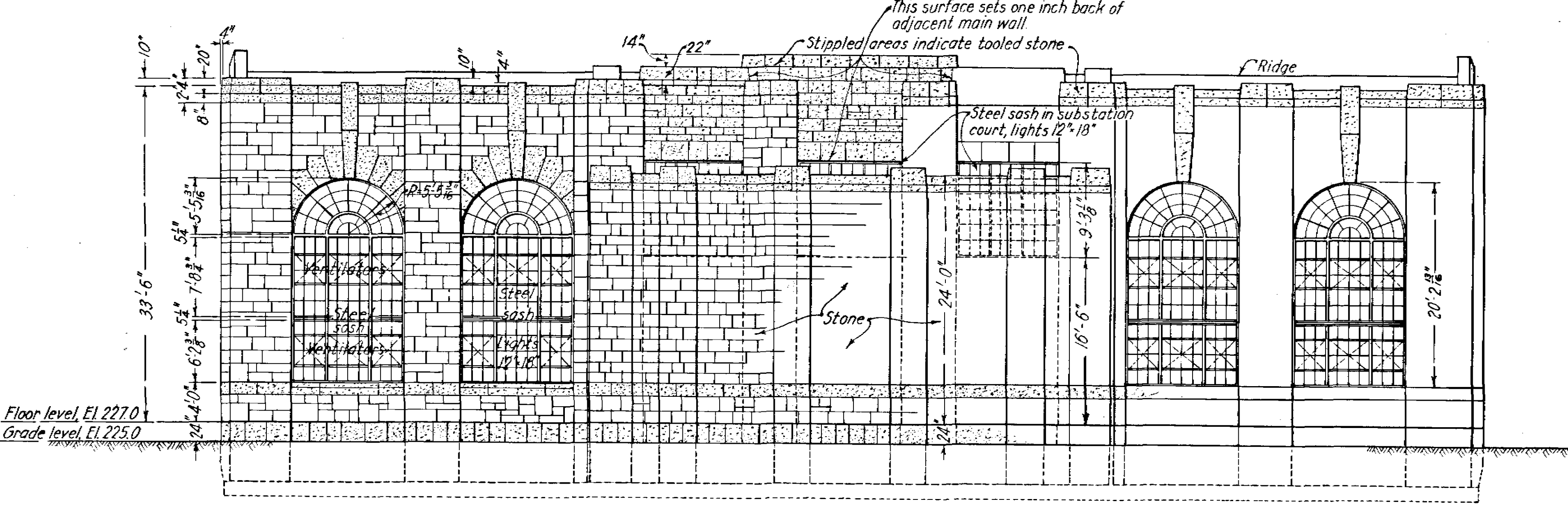


PHOTO #4  
ELEVATION LOOKING EAST

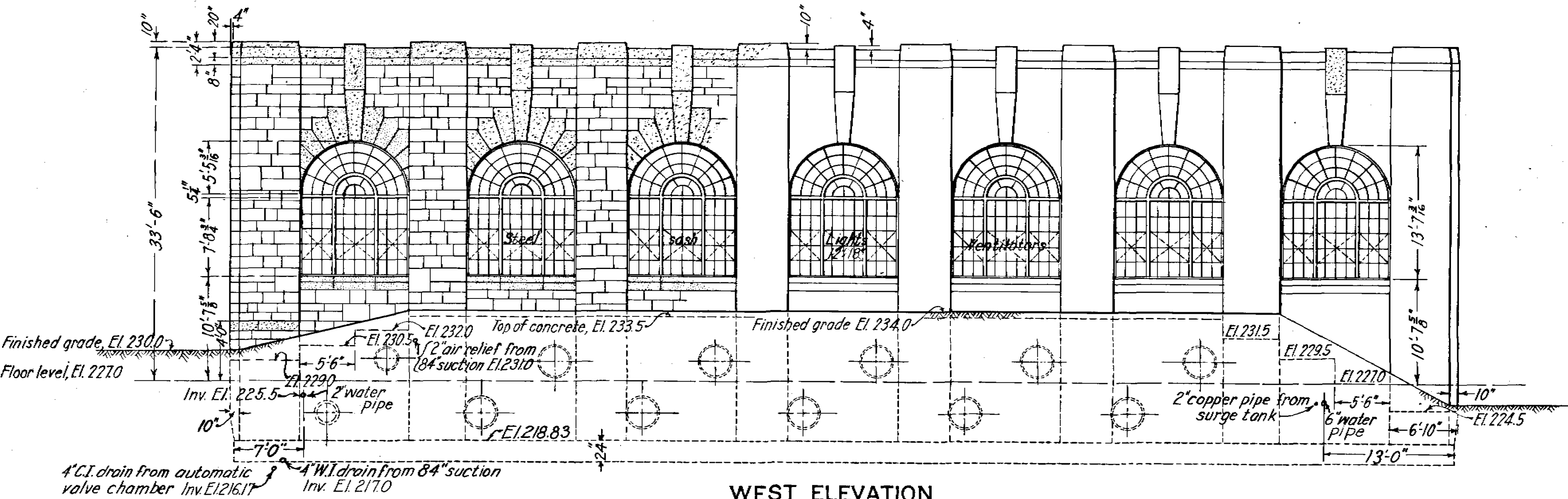
NORTH JERSEY DISTRICT  
WATER SUPPLY COMMISSION  
ONE F.A. ORECHIO DRIVE

EXISTING CONDITIONS  
PHOTOS  
LOW LIFT PUMP STATION  
STONE REPOINTING

DRAWN: JL		
CHECKED: JS		
SCALE: NTS		
DATE 12/15/2021	DATE	REVISION



EAST ELEVATION



WEST ELEVATION

NORTH JERSEY DISTRICT  
WATER SUPPLY COMMISSION  
**WANAQUE AQUEDUCT**  
HEADWORKS  
PUMPING STATION  
EAST AND WEST ELEVATIONS

1 0 2 6 10 14 18 22 Ft.  
APRIL 30, 1931

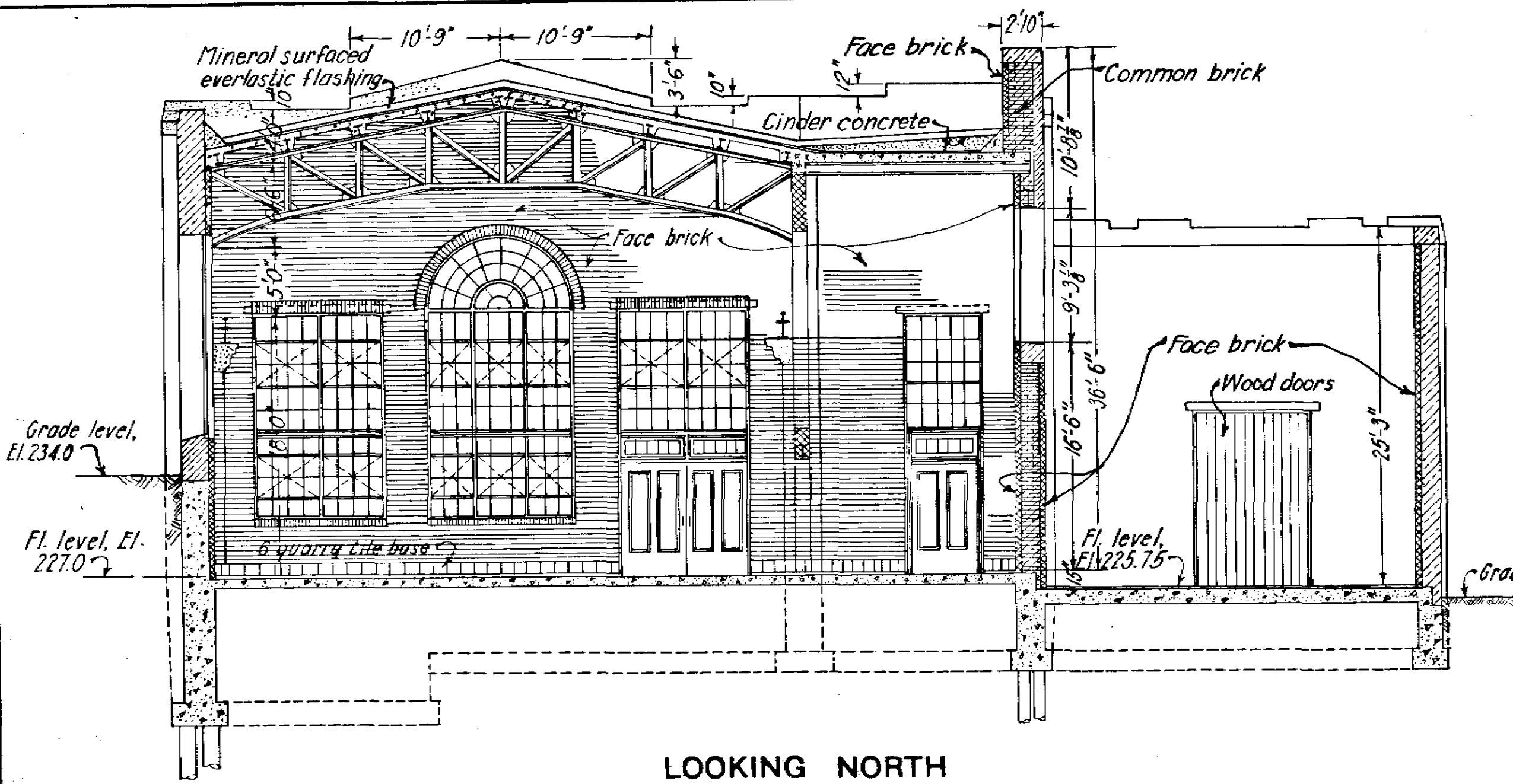
Drawn R.H.  
Traced E.S.d.  
Checked J.H.

*James H. Lynch, Jr.*  
Section Engineer

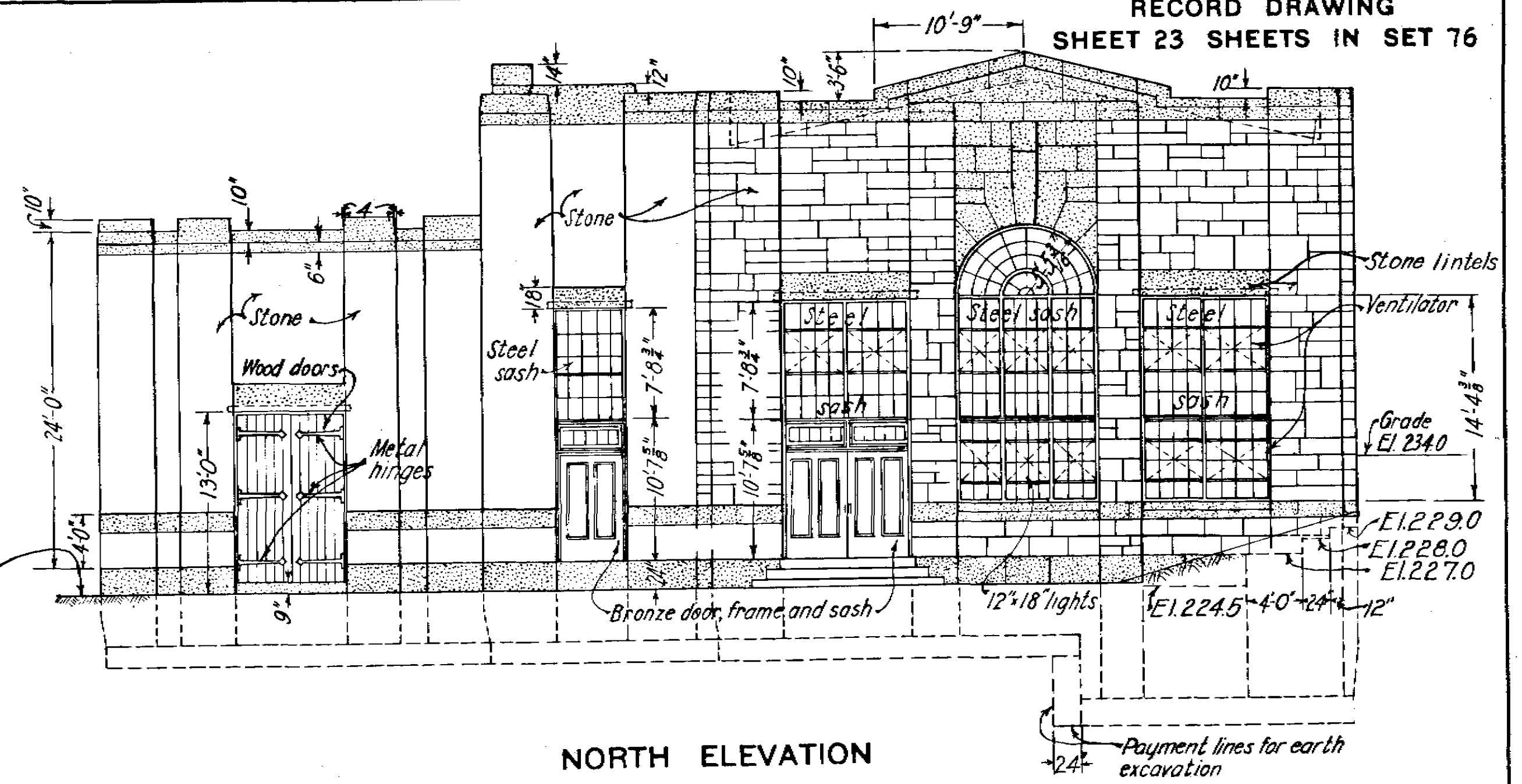
*W. C. Haeberdy*  
Asst. Chief Engineer

*D. W. Hawes*  
for Fuller & McClintock,  
Engineers Wanaque Aqueduct

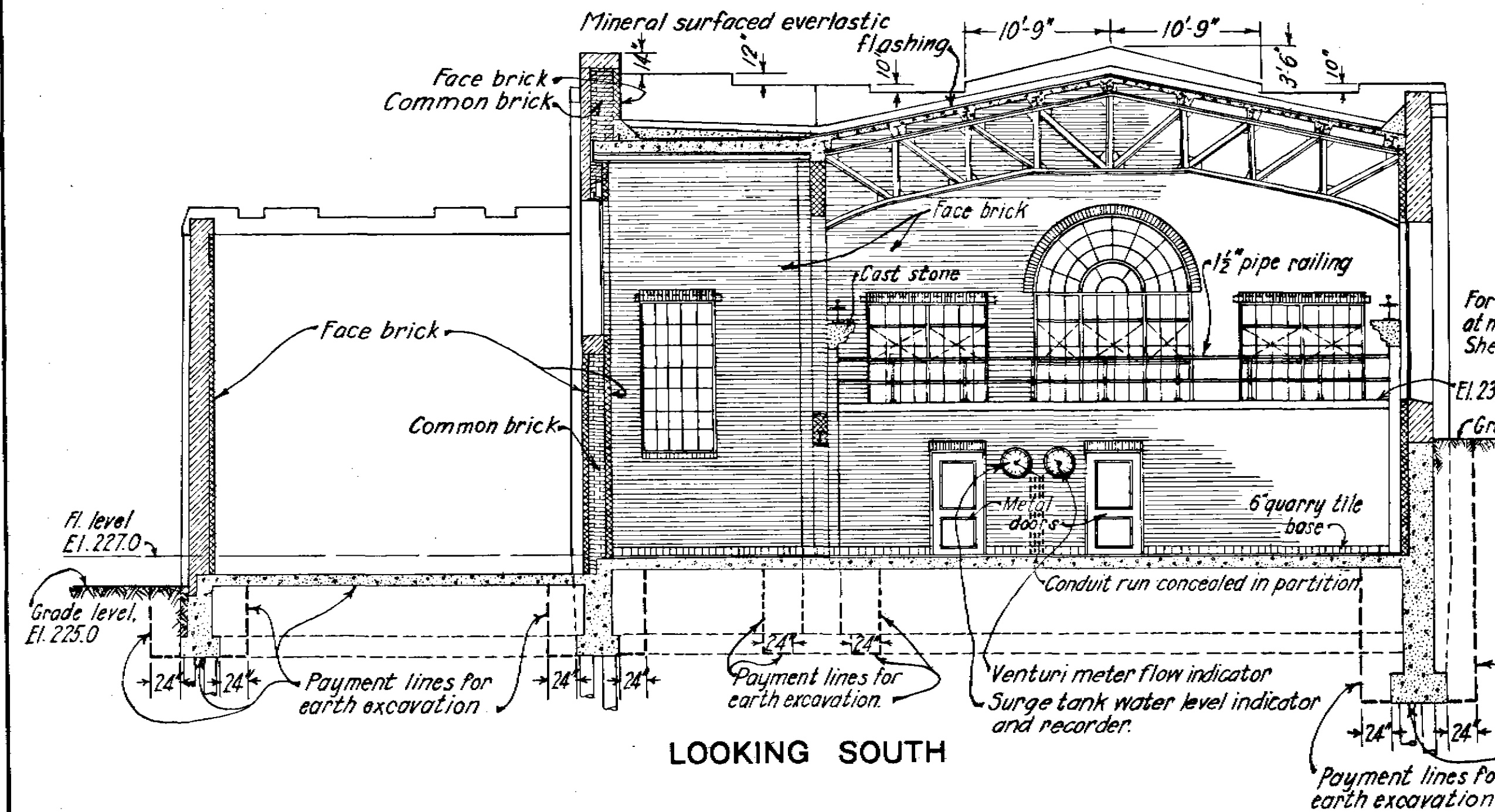




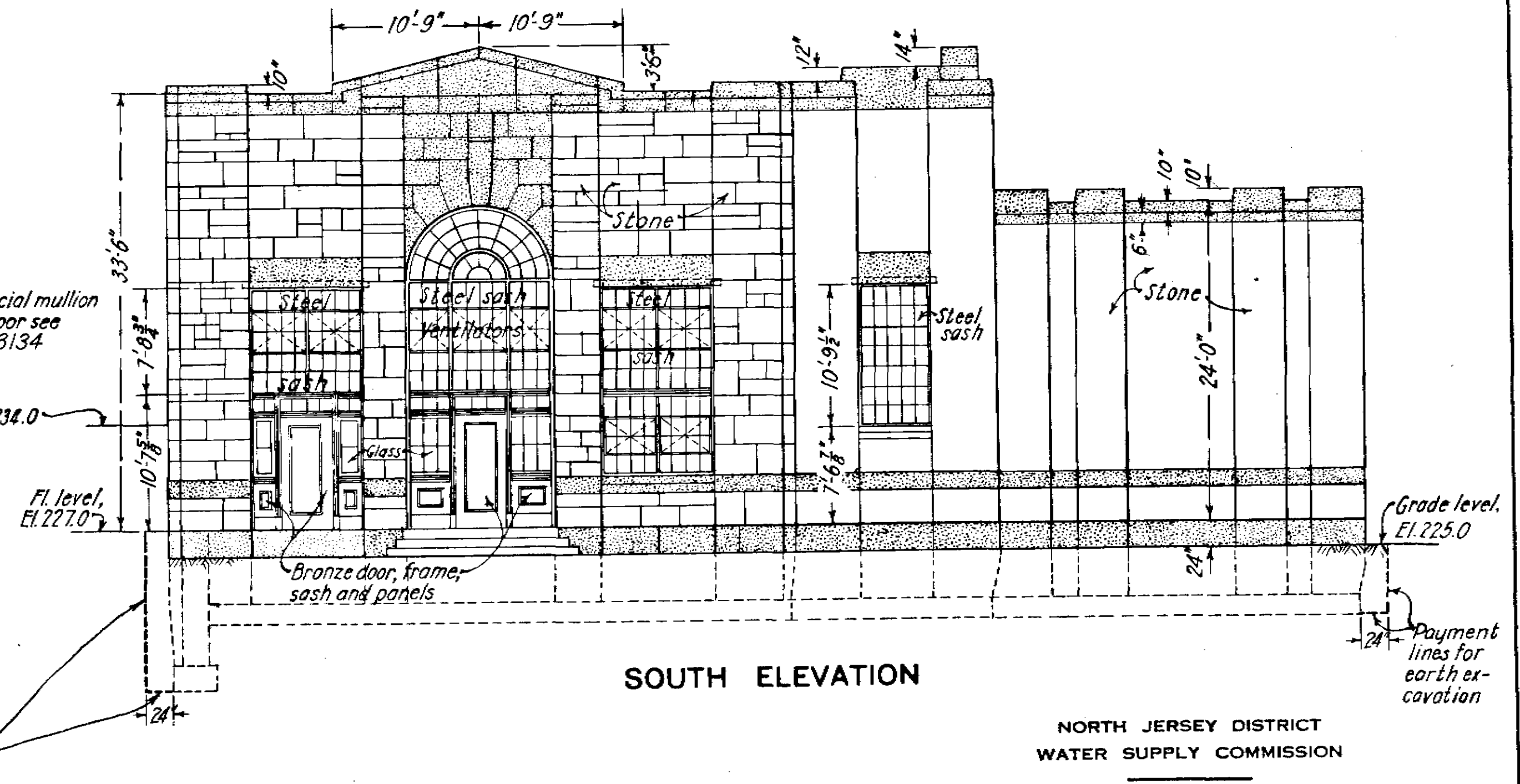
LOOKING NORTH



NORTH ELEVATION



LOOKING SOUTH



SOUTH ELEVATION

NORTH JERSEY DISTRICT  
WATER SUPPLY COMMISSION

WANAQUE AQUEDUCT  
HEADWORKS  
PUMPING STATION  
ELEVATIONS AND SECTIONS

10 2 6 10 14 18 22

APRIL 30, 1931

CASE D

DR 3

File-5.0W

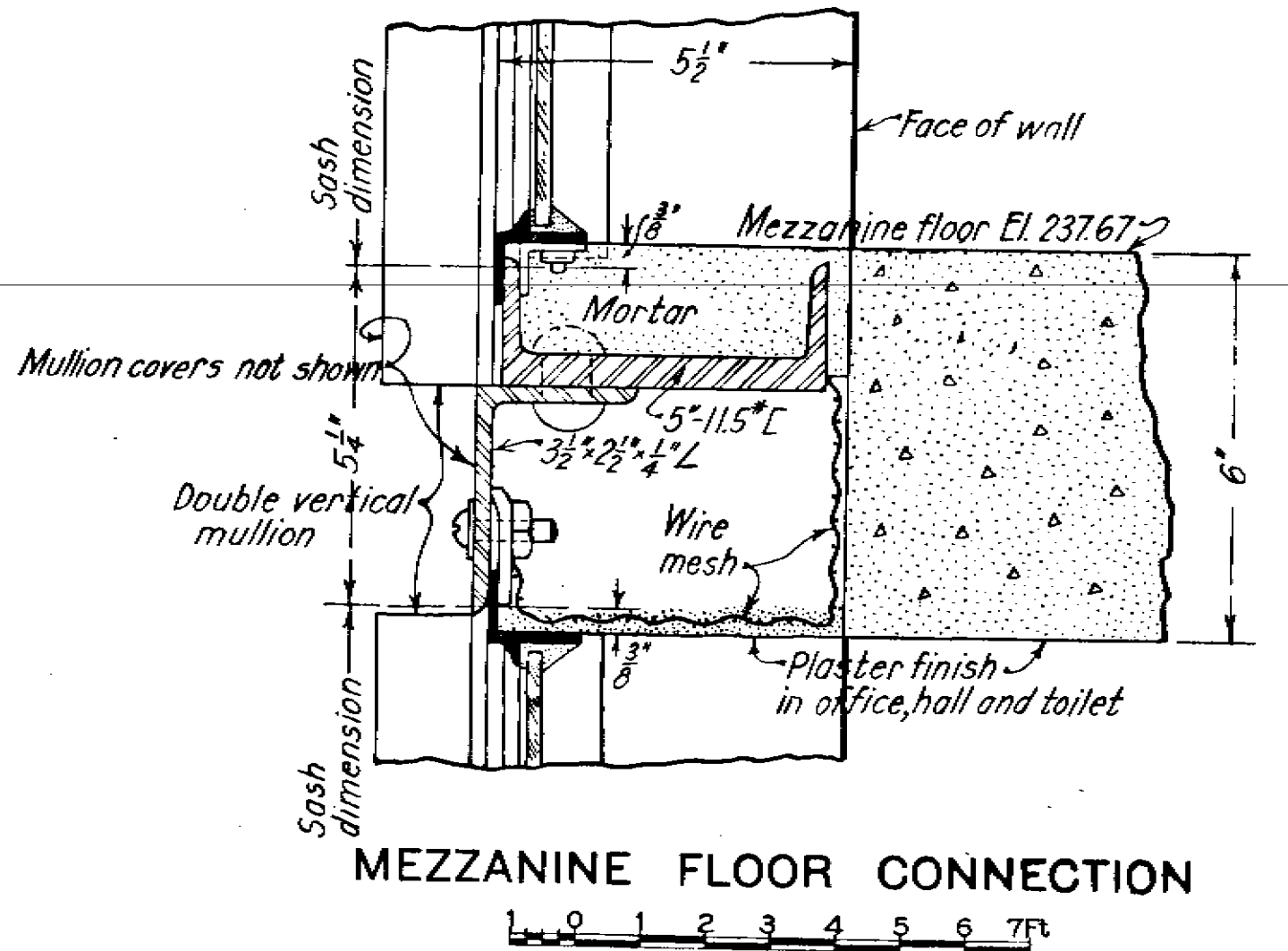
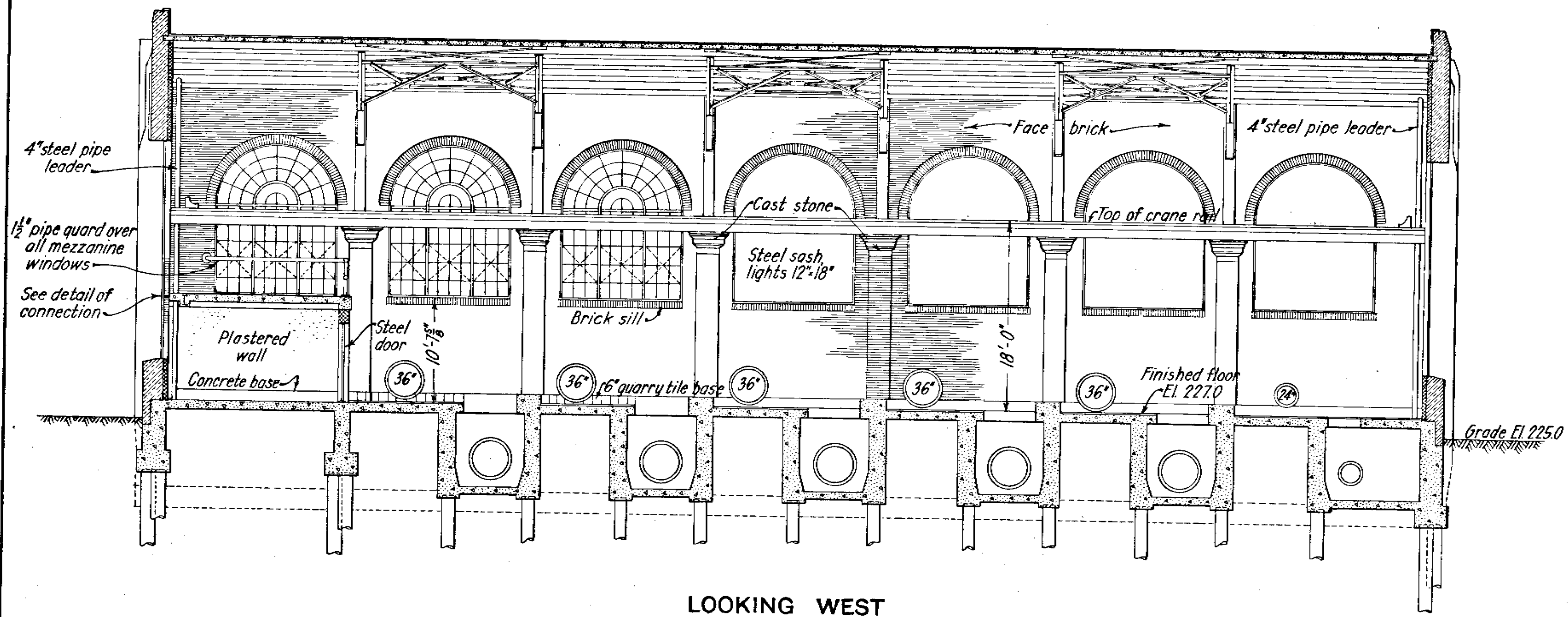
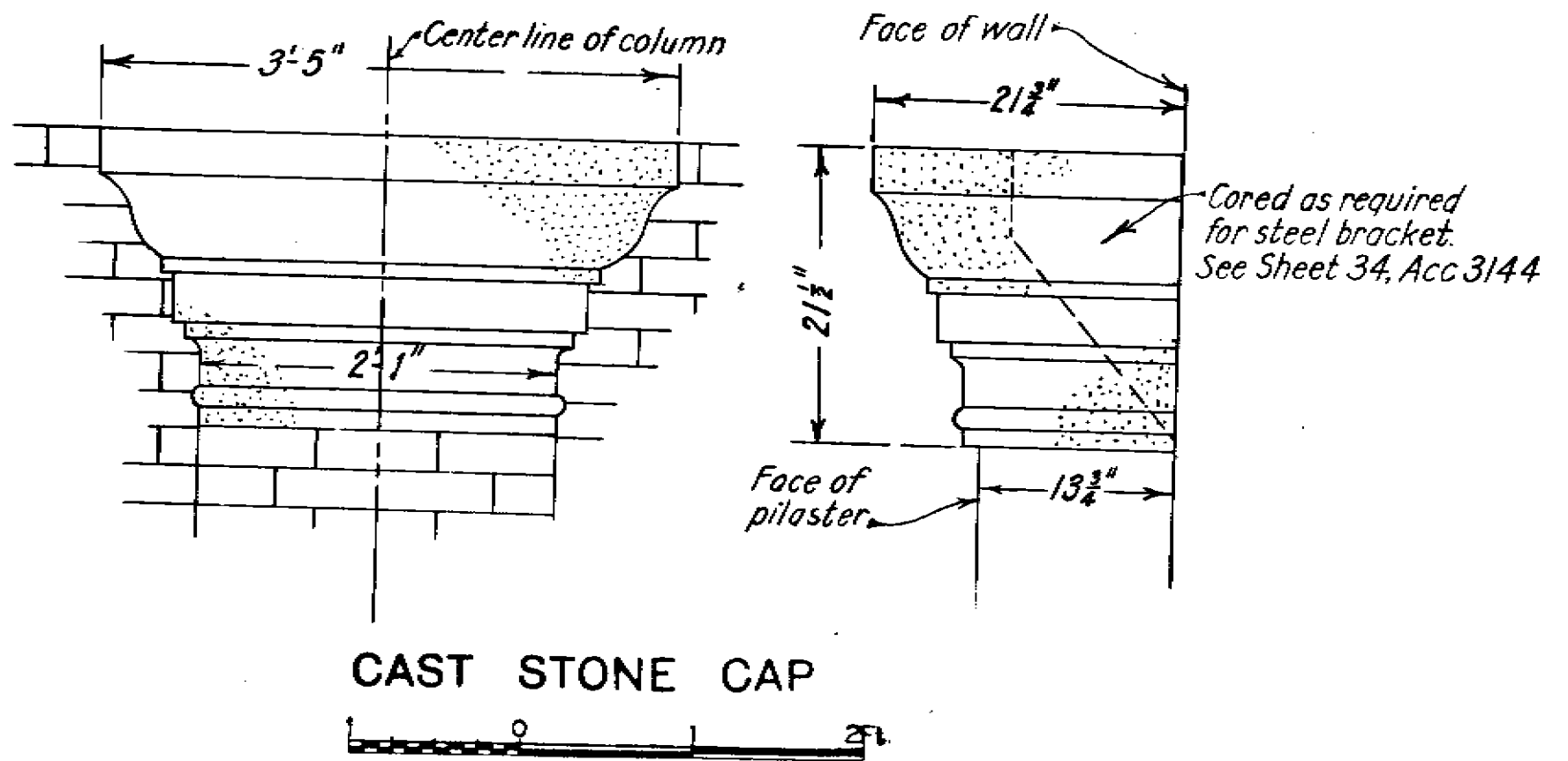
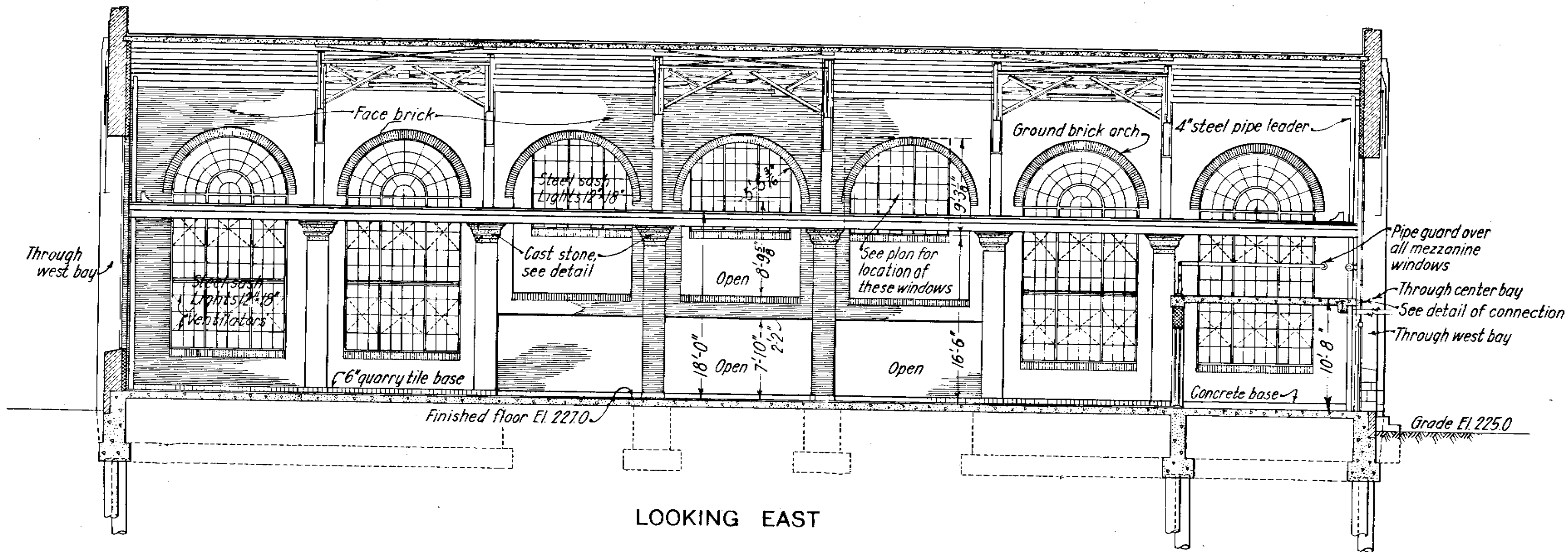
Acc. 3133

Drawn R.N.  
Traced W.B.  
Checked J.H.

James H. Lynch, Jr.  
Section Engineer

Neil C. Huedredge  
Asst. Chief Engineer

V. W. Hawes.  
for Fuller & McClintock,  
Engineers Wanaque Aqueduct

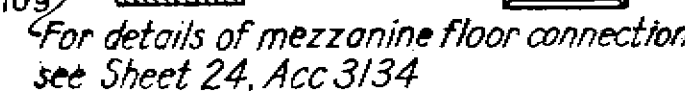


Drawn R.N.  
Traced C.S.  
Checked *[Signature]*  
*[Signature]*  
Section Engineer

*[Signature]*  
Asst. Chief Engineer

*[Signature]*  
for Fuller & McClintock,  
Engineers Wanaque Aqueduct

NORTH JERSEY DISTRICT  
WATER SUPPLY COMMISSION  
**WANAQUE AQUEDUCT**  
HEADWORKS  
PUMPING STATION  
LONGITUDINAL SECTIONS  
10 2 6 10 14 18 22  
APRIL 30, 1931



APRIL 30, 1931

Acc. 3/35

Drawn *R.N.*  
Traced *R.S.A.*  
Checked *[Signature]*

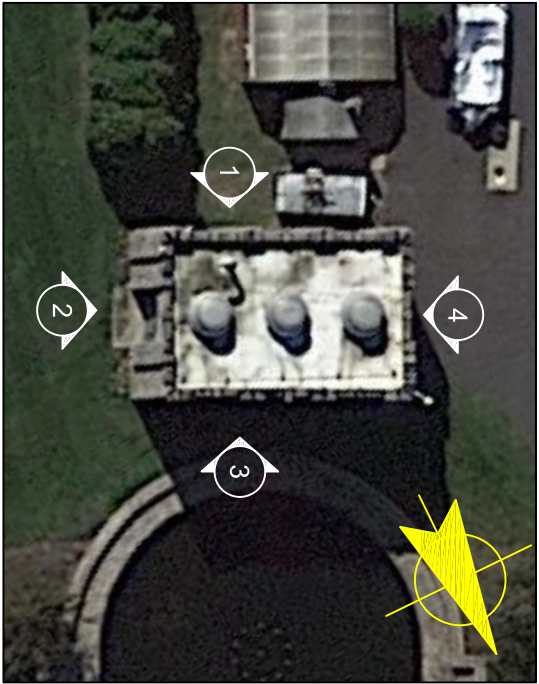


CONTRACT #2088R

TECHNICAL SPECIFICATIONS

EXHIBIT "C"

CONTROL HOUSE  
EXISTING CONDITION PHOTOS and  
ELEVATIONS



CONTROL HOUSE WORK PLAN



PHOTO #1  
ELEVATION LOOKING NORTH

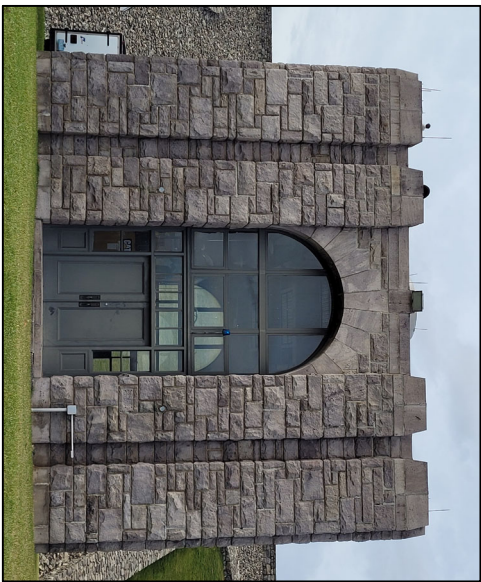


PHOTO #2  
ELEVATION LOOKING WEST



PHOTO #3  
ELEVATION LOOKING SOUTH

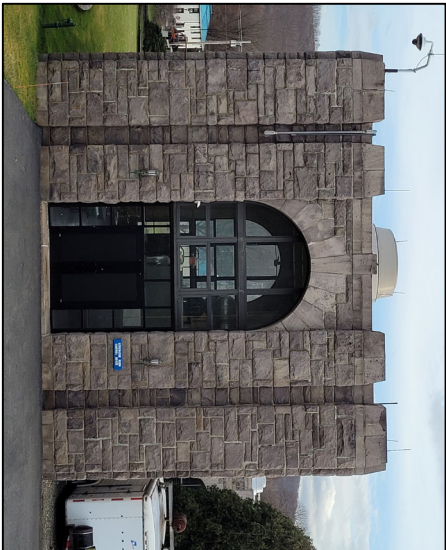
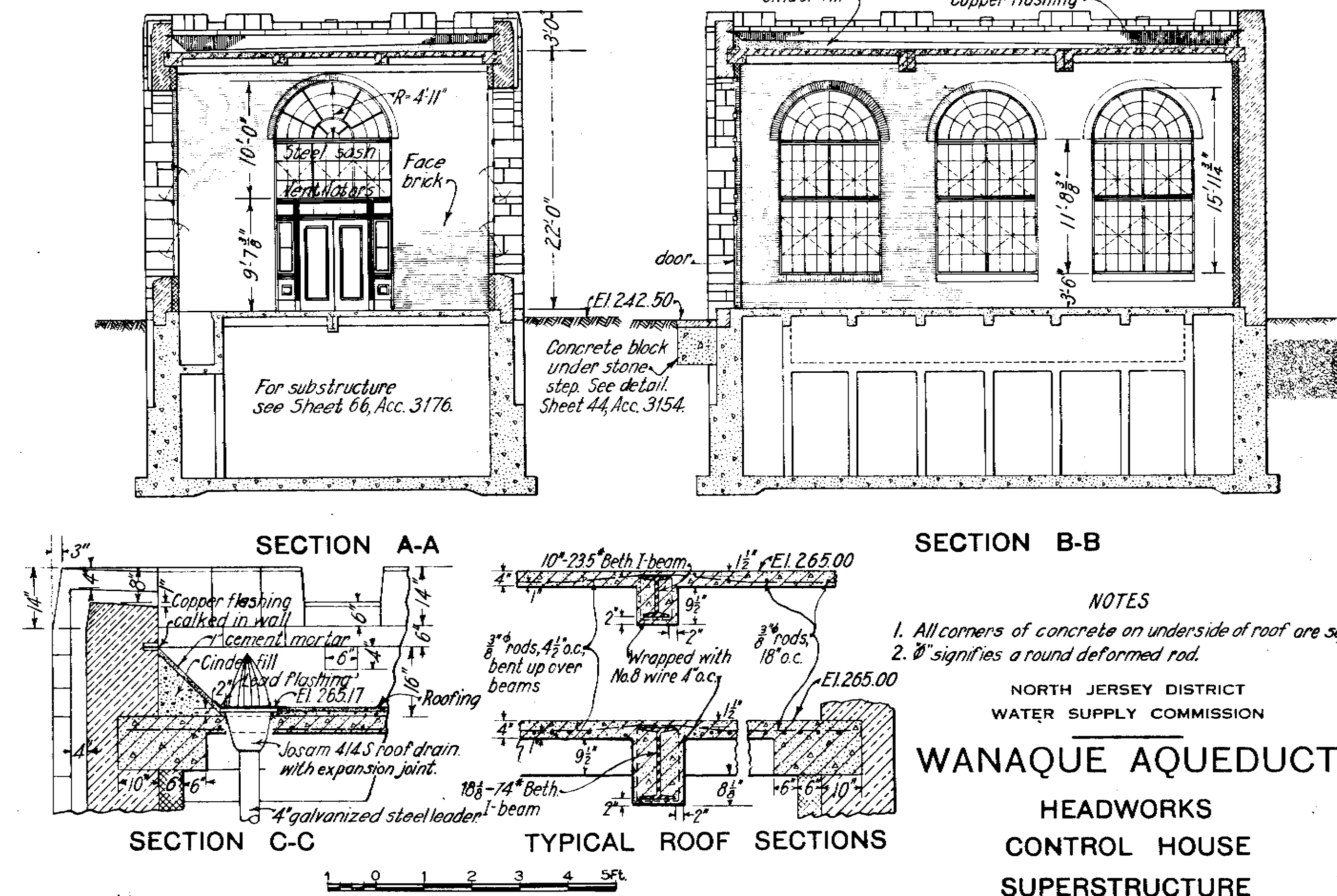
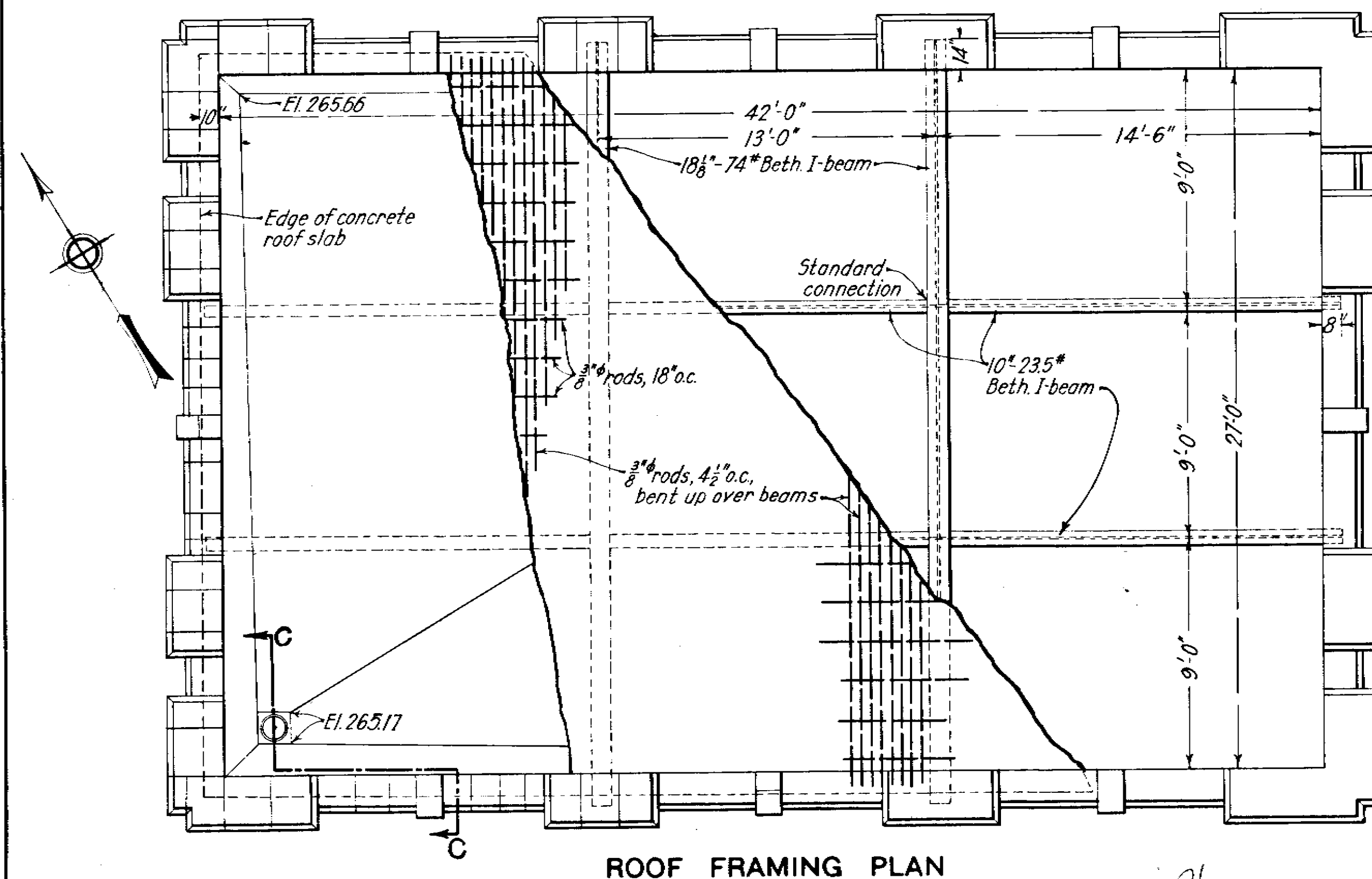
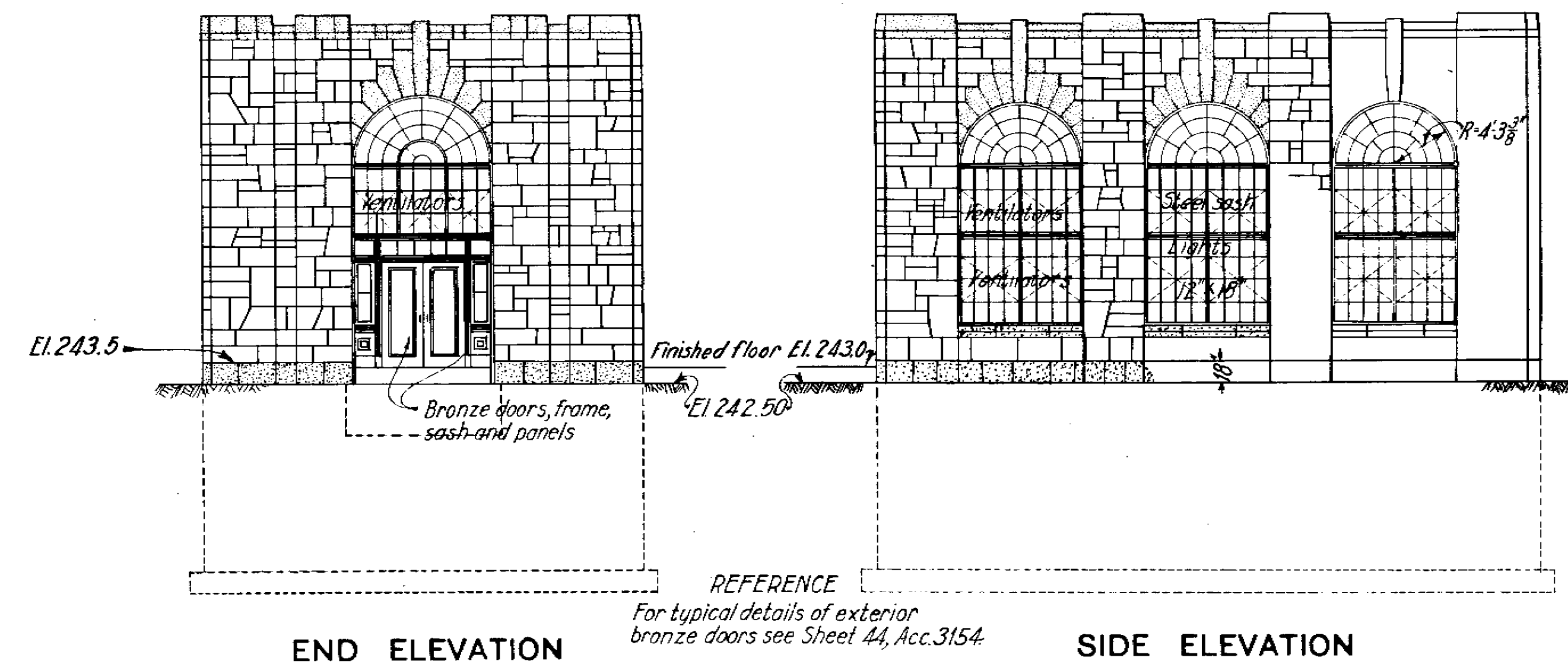
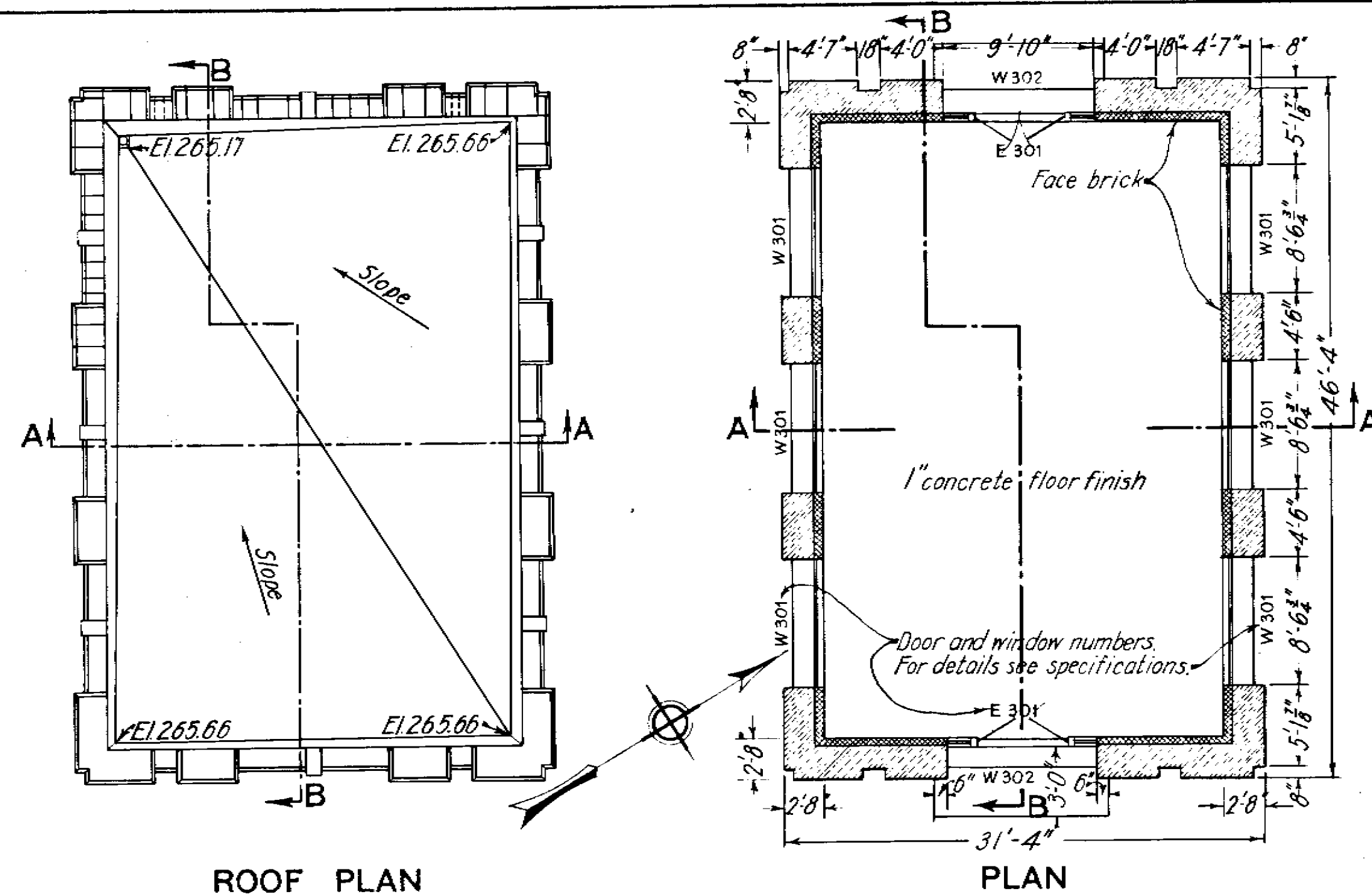


PHOTO #4  
ELEVATION LOOKING EAST

NORTH JERSEY DISTRICT  
WATER SUPPLY COMMISSION  
ONE F.A. ORECHIO DRIVE

EXISTING CONDITIONS  
PHOTOS  
CONTROL HOUSE  
STONE REPOINTING

DRAWN: JL		
CHECKED: JS		
SCALE: NTS		
DATE 12/15/2021	DATE	REVISION



**NOTES**

1. All corners of concrete on underside of roof are square.
2. Ø" signifies a round deformed rod.

NORTH JERSEY DISTRICT  
WATER SUPPLY COMMISSION

---

WANAQUE AQUEDUCT  
HEADWORKS  
CONTROL HOUSE  
SUPERSTRUCTURE

Drawn R.N. m. F.C.  
Traced C.S.A. *[Signature]*  
Checked R.A.S. *[Signature]*  
Section Engineer

Neil C. Haedrege  
Asst. Chief Engineer

D. W. Howe.  
for Fuller & McClintock,  
Engineers Wanaque Aqueduct

CASE D DR 3 File-5.0W Acc.3175

APRIL 30, 1931

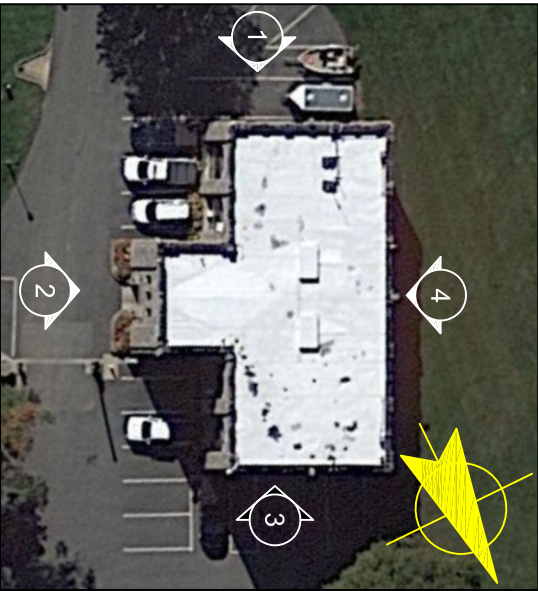
CONTRACT #2088R

TECHNICAL SPECIFICATIONS

EXHIBIT “D”

OLD ADMINISTRATION BUILDING  
EXISTING CONDITION PHOTOS and  
ELEVATIONS





OLD ADMIN BUILDING WORK PLAN



PHOTO #2  
ELEVATION LOOKING WEST



PHOTO #1  
ELEVATION LOOKING NORTH



PHOTO #3  
ELEVATION LOOKING SOUTH



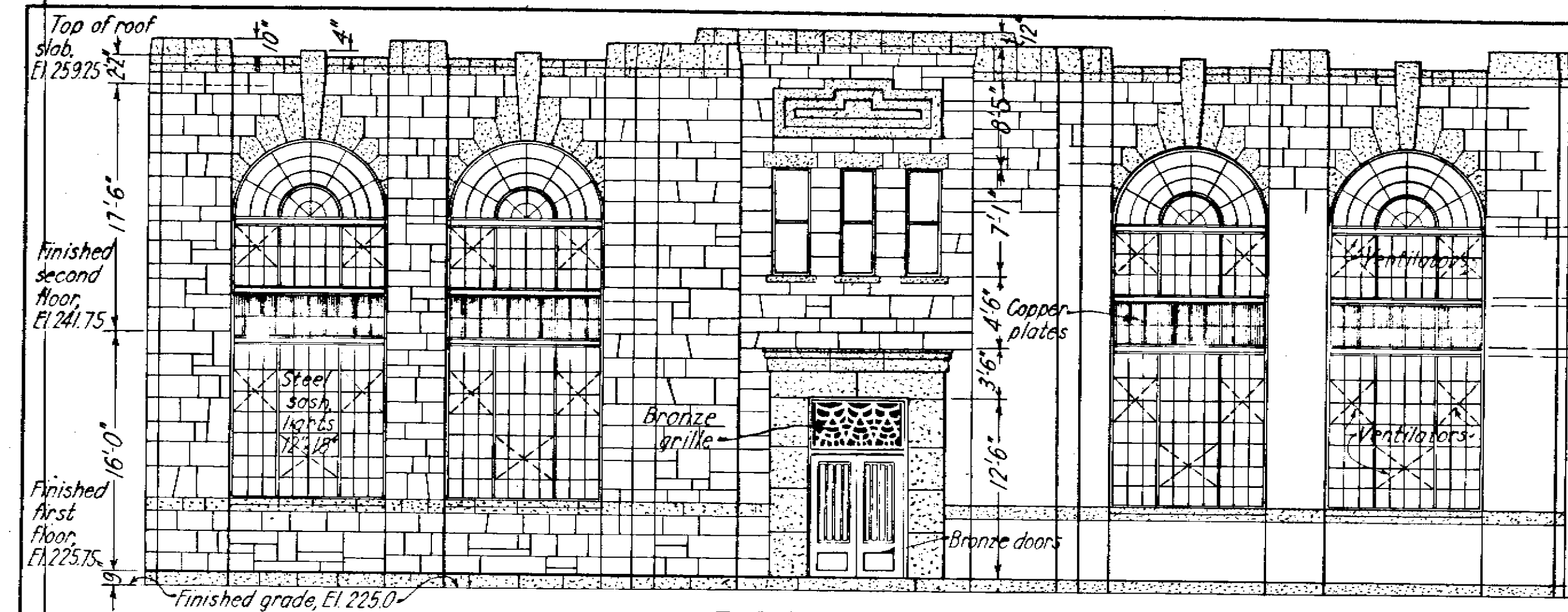
PHOTO #4  
ELEVATION LOOKING EAST

NORTH JERSEY DISTRICT  
WATER SUPPLY COMMISSION  
ONE F.A. ORECHIO DRIVE

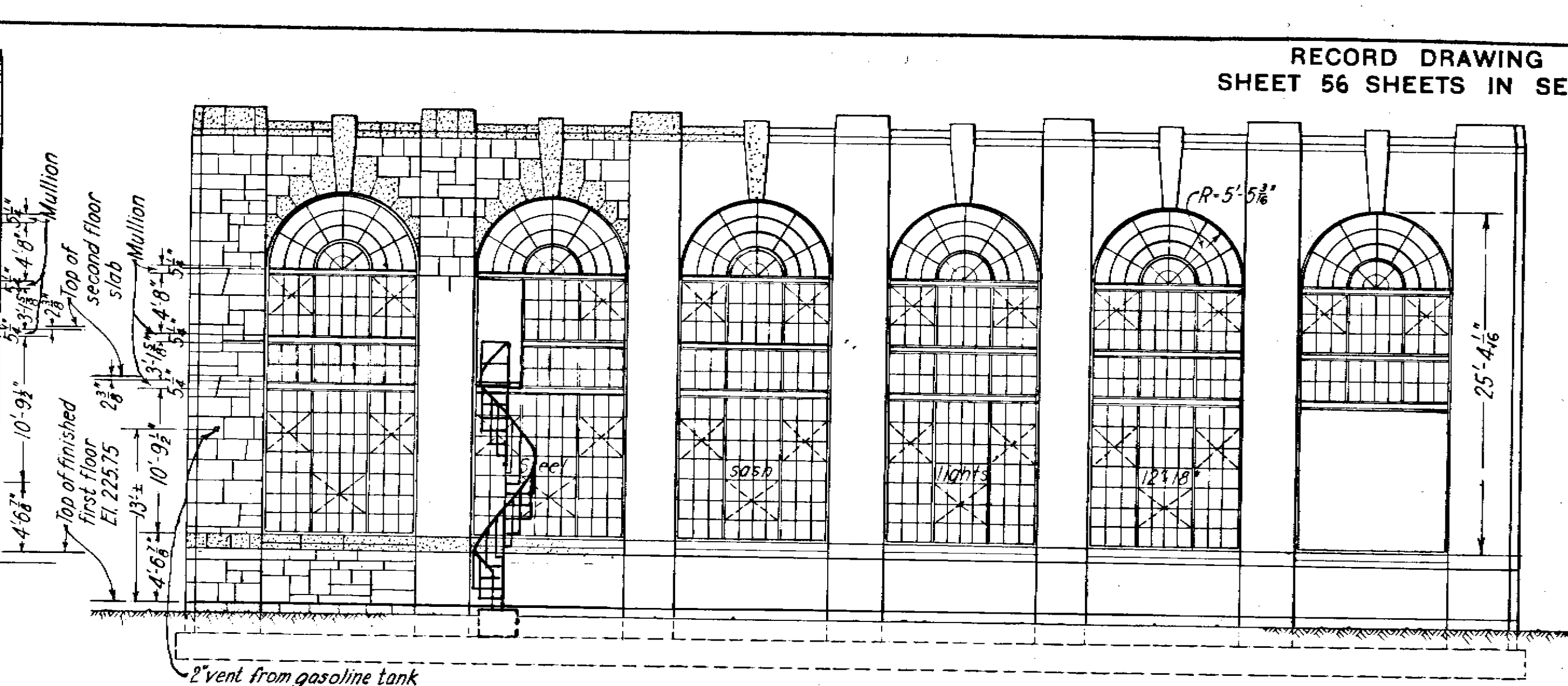
EXISTING CONDITIONS  
PHOTOS  
OLD ADMIN BUILDING  
STONE REPOINTING

DRAWN: JL		
CHECKED: JS:		
SCALE: NTS		
DATE: 12/15/2021	DATE	REVISION

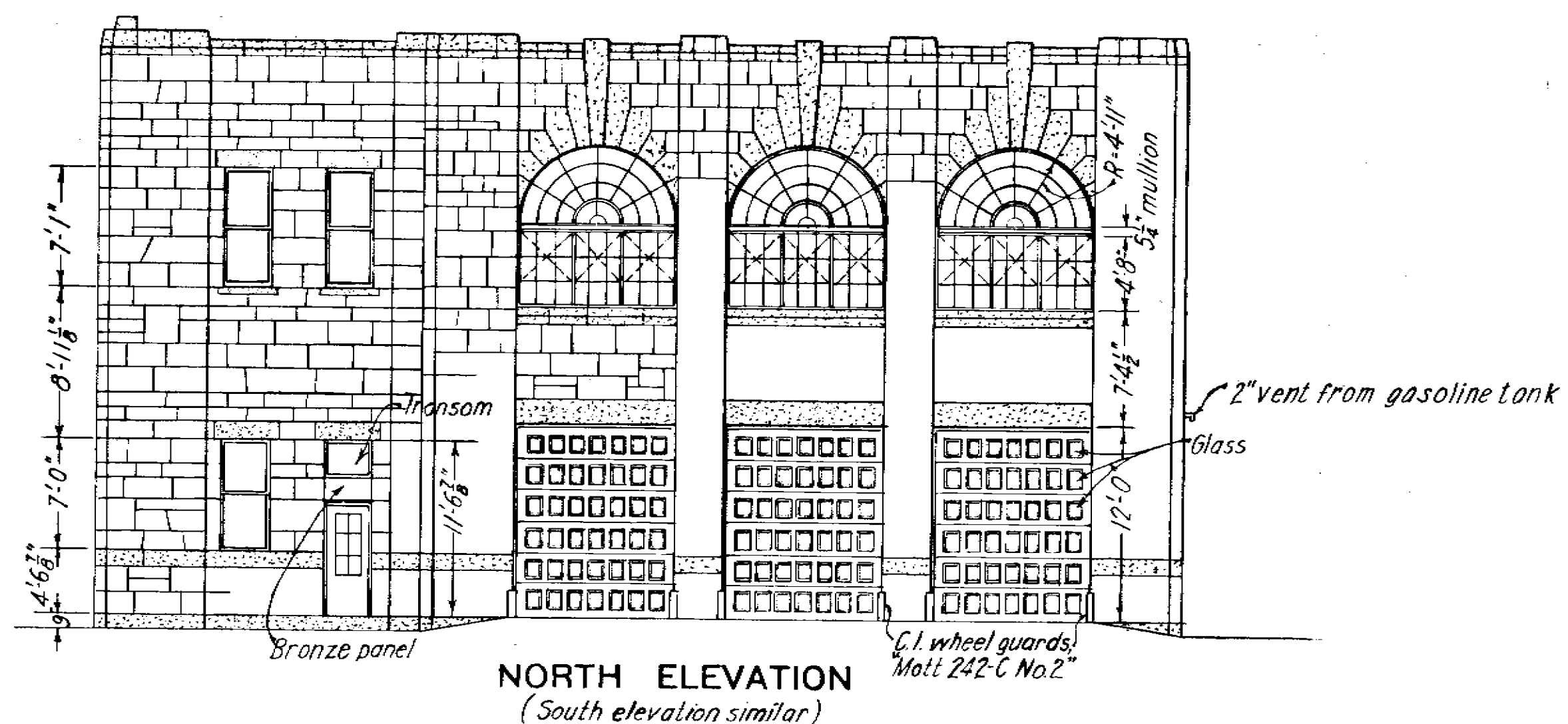




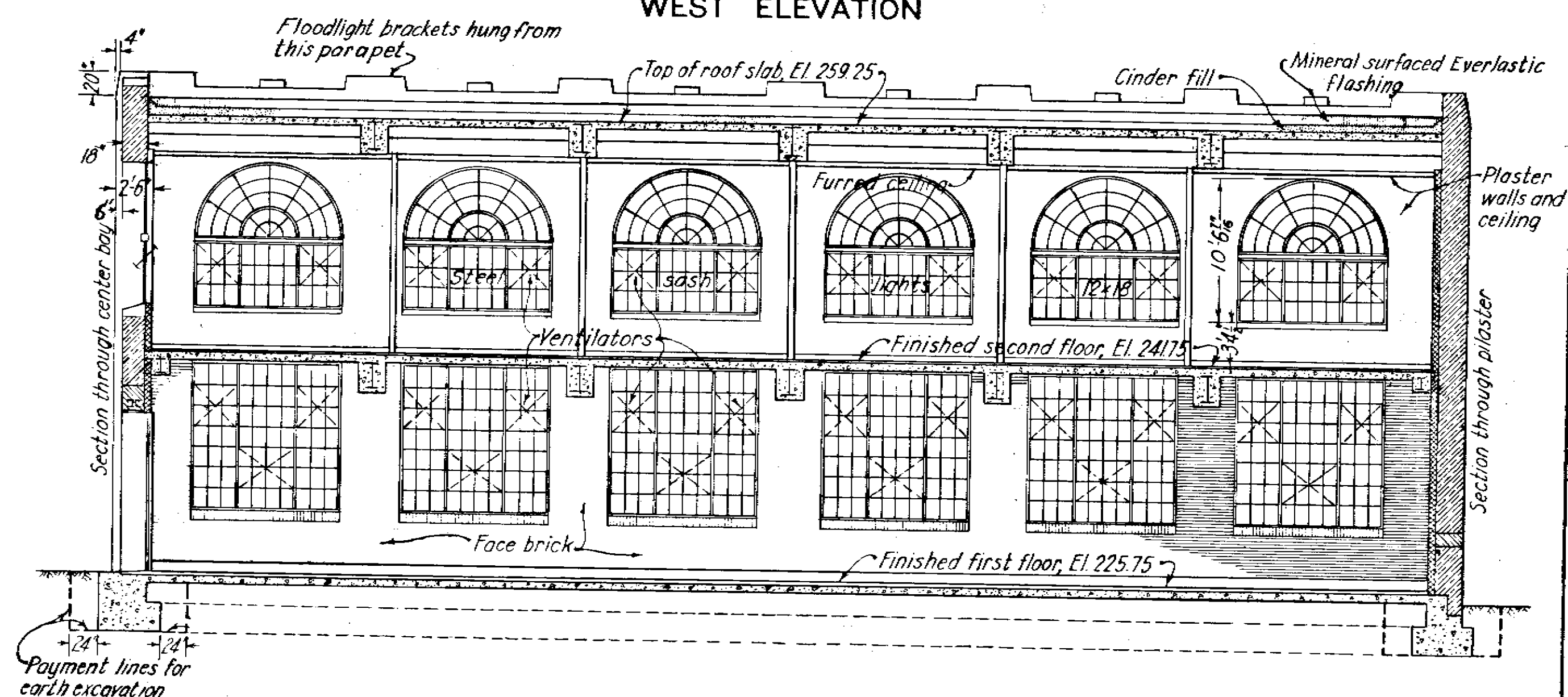
EAST ELEVATION



WEST ELEVATION



NORTH ELEVATION  
(South elevation similar)



LOOKING WEST



LOOKING SOUTH

NORTH JERSEY DISTRICT  
WATER SUPPLY COMMISSION  
**WANAQUE AQUEDUCT**  
HEADWORKS  
SERVICE BUILDING  
ELEVATIONS AND SECTIONS

10 2 6 10 14 18 22Ft.

APRIL 30, 1931

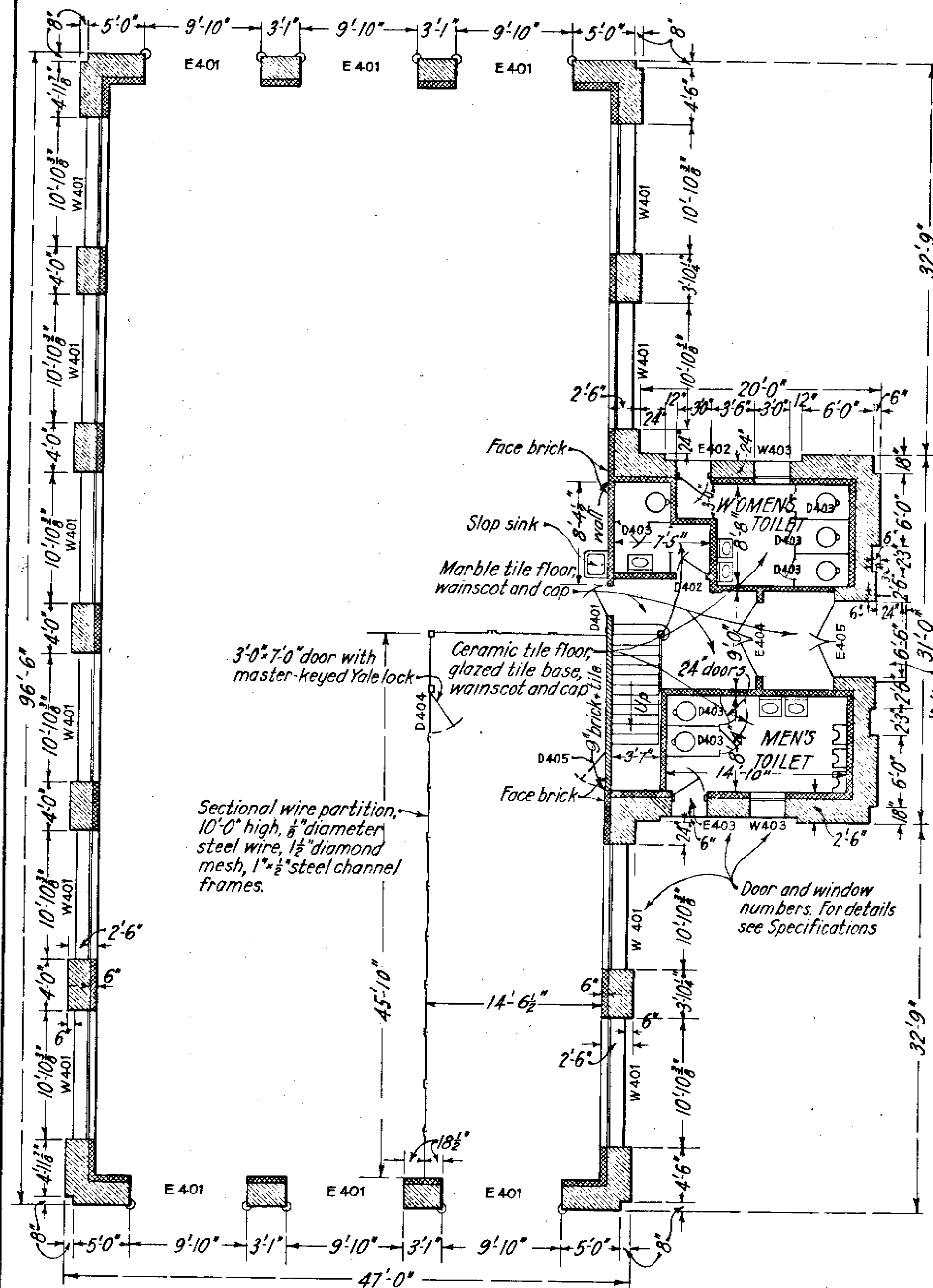
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James H. H. Jr.  
Section Engineer

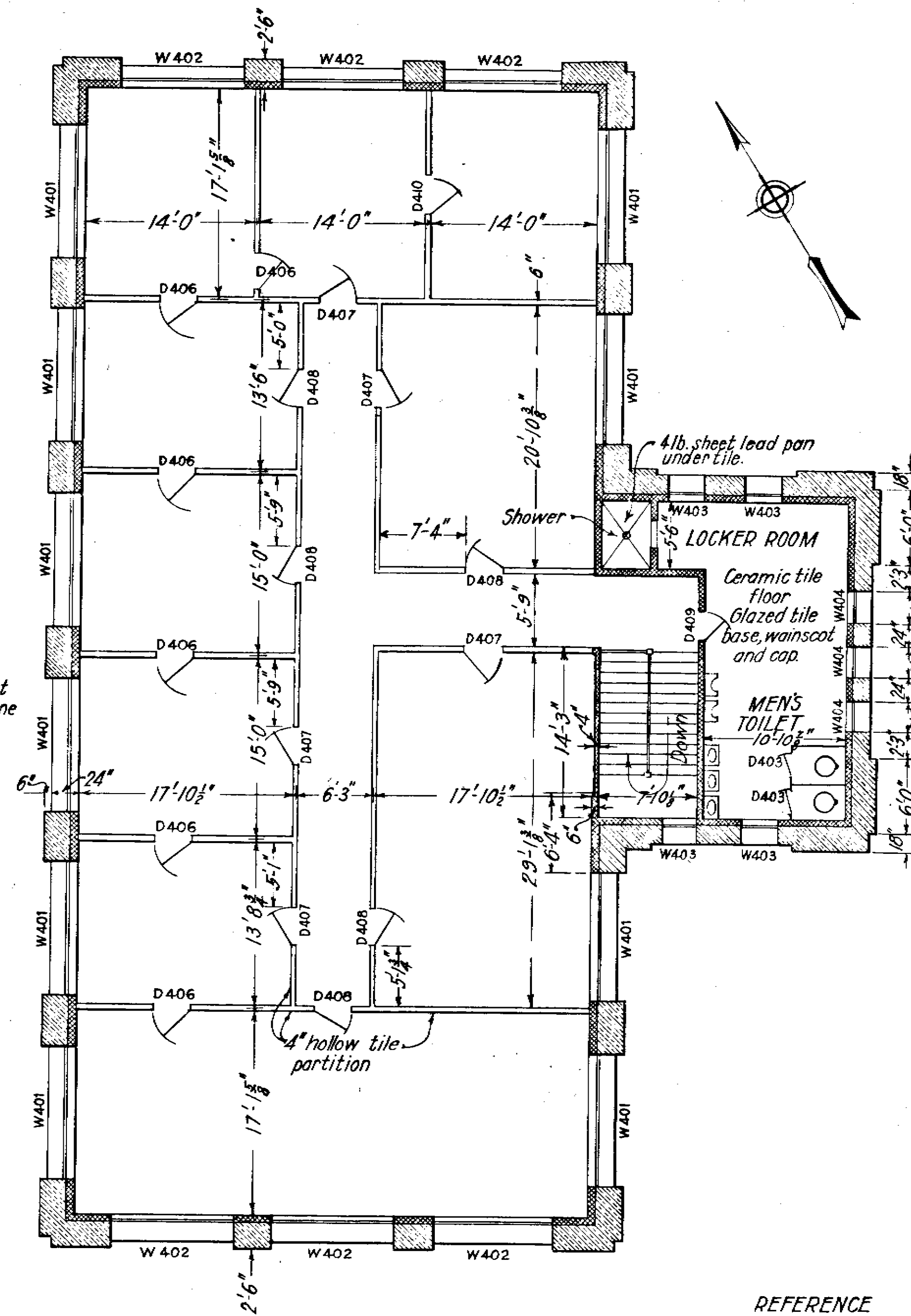
Paul C. Hadenridge  
Asst. Chief Engineer

P. W. Howes,  
for Fuller & McClintock,  
Engineers Wanaque Aqueduct

Drawn P.N.  
Traced C.S.A.W.  
Checked J.H.L.

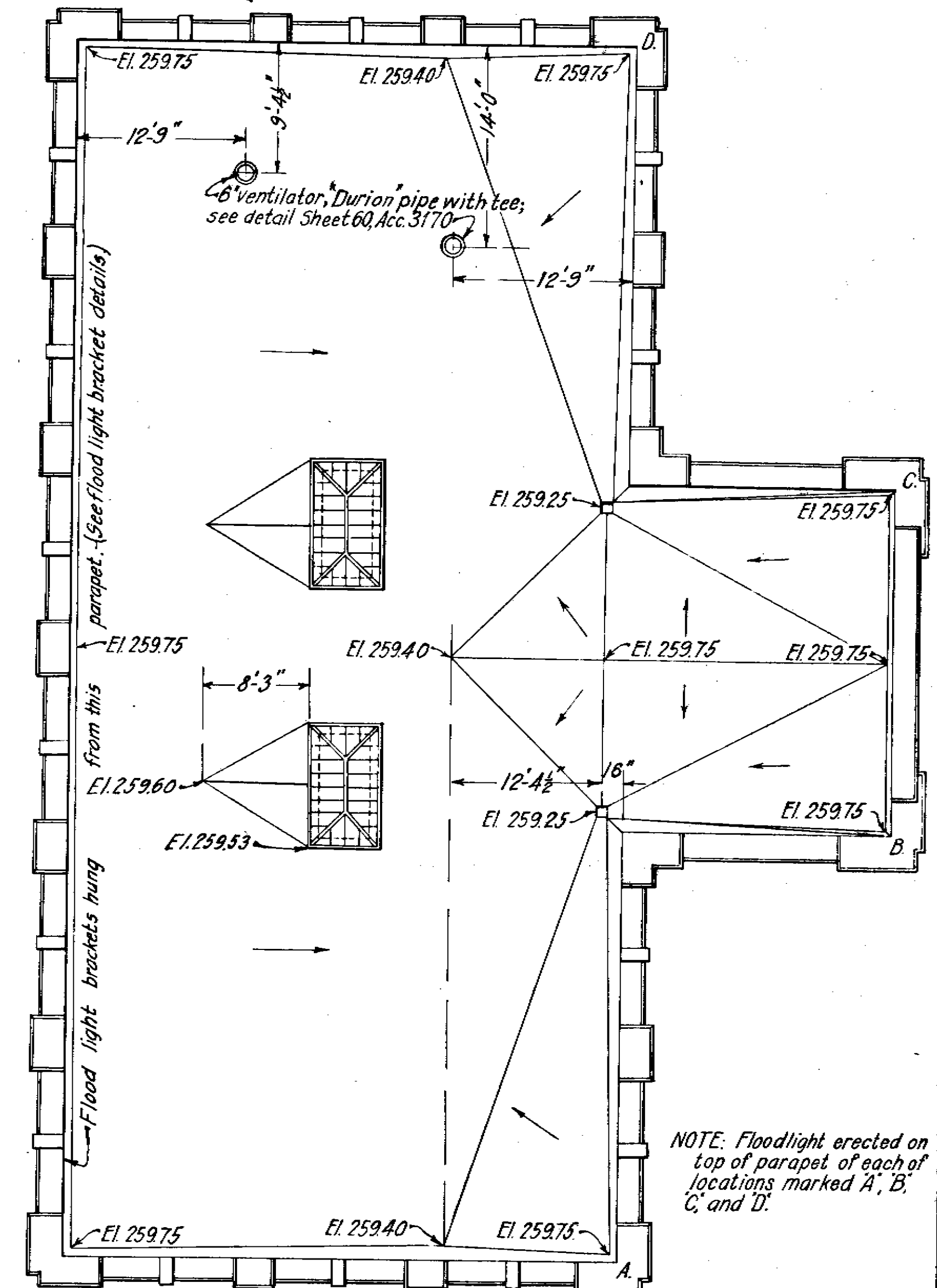


FIRST FLOOR



SECOND FLOOR

REFERENCE  
For typical details of exterior bronze doors  
see Sheet 44, Acc. 3154.



ROOF

NOTE: Floodlight erected on  
top of parapet of each of  
locations marked A, B,  
C, and D.

NORTH JERSEY DISTRICT  
WATER SUPPLY COMMISSION

WANAQUE AQUEDUCT  
HEADWORKS  
SERVICE BUILDING  
PLANS

10 2 6 10 14 18 22 Ft

APRIL 30, 1931

**ATTACHMENT #1**

**ACCESS APPROVAL & COVID-19  
VISITOR QUESTIONNAIRE FORMS**

**Pages (2) Two**



# ACCESS APPROVAL FORM TO COMMISSION FACILITIES



COMPLETE ALL SECTIONS

PLEASE PRINT LEGIBLY

1. Name of Individual Entering Premises: \_\_\_\_\_
  - a. Company Name: \_\_\_\_\_
  - b. Date of Arrival: \_\_\_\_\_
  - c. Time of Arrival: \_\_\_\_\_
  - d. Your Contact Info: Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_
2. **Purpose:**
  - a. Meeting: ( ) Interview: ( ) Pre-bid/Pre-Proposal Meeting: ( ) Bid Opening: ( )  
Bid/RFP # & Title: \_\_\_\_\_  
Meeting Scheduled With: \_\_\_\_\_  
Visiting which Commission Facility: \_\_\_\_\_
  - b. Delivery: ( ) Routine -or- ( ) Special  
Purpose of Delivery: \_\_\_\_\_  
Contact Person at NJDWSC: \_\_\_\_\_  
Type: \_\_\_\_\_ Package: \_\_\_\_\_ Chemical: \_\_\_\_\_ Other: \_\_\_\_\_  
Hazardous Materials ( ) (Attach MSDS Sheets)  
Other Materials Delivered or Transported to Commission Property (List Below):  
\_\_\_\_\_  
\_\_\_\_\_
3. Vehicle Make: \_\_\_\_\_ Year: \_\_\_\_\_ Color: \_\_\_\_\_ Lic. Plate #: \_\_\_\_\_
4. Emergency Contact Number of Your Firm: \_\_\_\_\_ Name: \_\_\_\_\_  
Tele #: \_\_\_\_\_

**Email completed Access Approval Form & Photo ID to [security@njdwsc.com](mailto:security@njdwsc.com) 24 hours prior to arrival time. For any questions, please call (973) 831-6200. A new Access Approval Form is required for each and every visit.**

Approved by Commission: \_\_\_\_\_ Date: \_\_\_\_\_

Note: ***Prior to any and all contractors starting work on the property, they are to meet with a Safety Officer for site orientation and safety awareness training. This must be done for each employee and all sub-contractors.***

**ATTACHMENT #2**

**VENDOR CERTIFICATION & DISCLOSURE OF POLITICAL  
CONTRIBUTIONS DISCLOSURE FORMS**

**Pages (7) Seven**

# INFORMATION AND INSTRUCTIONS

## For Completing the “Two-Year Vendor Certification and Disclosure of Political Contributions” Chapter 51 Form

### **Background Information**

On September 22, 2004, then-Governor James E. McGreevey issued E.O. 134, the purpose of which was to insulate the negotiation and award of State contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. To this end, E.O. 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. E.O. 134 was superseded by Public Law 2005, c. 51, signed into law on March 22, 2005 (“Chapter 51”).

On September 24, 2008, Governor Jon S. Corzine issued E.O. 117 which is designed to enhance New Jersey’s efforts to protect the integrity of procurement decisions and increase the public’s confidence in government. The Executive Order builds upon the provisions of Chapter 51.

### **Two-Year Certification Process**

Upon approval by the State Chapter 51 Review Unit, the Certification and Disclosure of Political Contributions form is valid for a two (2) year period. Thus, if a vendor receives approval on January 1, 2014, the certification expiration date would be December 31, 2015. Any change in the vendor’s ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51/Executive Order 117 forms to the State Review Unit. **Please note that it is the vendor’s responsibility to file new forms with the State should these changes occur.**

**State Agency Instructions:** Prior to the awarding of a contract, the State Agency should first use NJSTART (<https://www.njstart.gov/bso/>) to check the status of a vendor’s Chapter 51 certification before contacting the Review Unit’s mailbox at [CD134@treas.nj.gov](mailto:CD134@treas.nj.gov). If the State Agency does not find any Chapter 51 Certification information in NJSTART and/or the vendor is not registered in NJSTART, then the State Agency should send an e-mail to [CD134@treas.nj.gov](mailto:CD134@treas.nj.gov) to verify the certification status of the vendor. If the response is that the vendor is NOT within an approved two-year period, then forms must be obtained from the vendor and forwarded for review. If the response is that the vendor is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject project.

### **Instructions for Completing the Form**

#### **Part 1: BUSINESS ENTITY INFORMATION**

**Business Name** – Enter the full legal name of the vendor, including trade name if applicable.

**Address, City, State, Zip and Phone Number** -- Enter the vendor's street address, city, state, zip code and telephone number.

**Vendor Email** – Enter the vendor’s primary email address.

**Vendor FEIN** – Please enter the vendor's Federal Employment Identification Number.

**Business Type** - Check the appropriate box that represents the vendor's type of business formation.

**Listing of officers, shareholders, partners or members** - Based on the box checked for the business type, provide the corresponding information. (A complete list must be provided.)



## **Part 2: DISCLOSURE OF CONTRIBUTIONS**

Read the three types of political contributions that require disclosure and, if applicable, provide the recipient's information. The definition of "Business Entity/Vendor" and "Contribution" can be found on pages 3 and 4 of this form.

**Name of Recipient** - Enter the full legal name of the recipient.

**Address of Recipient** - Enter the recipient's street address.

**Date of Contribution** - Indicate the date the contribution was given.

**Amount of Contribution** - Enter the dollar amount of the contribution.

**Type of Contribution** - Select the type of contribution from the examples given.

**Contributor's Name** - Enter the full name of the contributor.

**Relationship of the Contributor to the Vendor** - Indicate the relationship of the contributor to the vendor. (e.g. officer or shareholder of the company, partner, member, parent company of the vendor, subsidiary of the vendor, etc.)

**NOTE:** If form is being completed electronically, click "Add a Contribution" to enter additional contributions. Otherwise, please attach additional pages as necessary.

Check the box under the recipient information if no reportable contributions have been solicited or made by the business entity. **This box must be checked if there are no contributions to report.**

## **Part 3: CERTIFICATION**

Check Box A if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity. **(No additional Certification and Disclosure forms are required if BOX A is checked.)**

Check Box B if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity with the exception of those individuals and/or entities that submit their own separate form. For example, the representative is not signing on behalf of the vice president of a corporation, but all others. The vice president completes a separate Certification and Disclosure form. **(Additional Certification and Disclosure forms are required from those individuals and/or entities that the representative is not signing on behalf of and are included with the business entity's submittal.)**

Check Box C if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity only. **(Additional Certification and Disclosure forms are required from all individuals and/or entities whose contributions are attributable to the business entity and must be included with the business entity submittal.)**

Check Box D when a sole proprietor is completing the Certification and Disclosure form or when an individual or entity whose contributions are attributable to the business entity is completing a separate Certification and Disclosure form.

**Read the five statements of certification prior to signing.**

The representative authorized to complete the Certification and Disclosure form must sign and print her/his name, title or position and enter the date.

### **State Agency Procedure for Submitting Form(s)**

The State Agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms either electronically to: [cd134@treas.nj.gov](mailto:cd134@treas.nj.gov) or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625-0230. Original forms should remain with the State Agency and copies should be sent to the Chapter 51 Review Unit.

### **Business Entity Procedure for Submitting Form(s)**

The business entity should return this form to the contracting State Agency.

The business entity can submit the Certification and Disclosure form directly to the Chapter 51 Review Unit only when:

- The business entity is approaching its two-year certification expiration date and is seeking certification renewal;
- The business entity had a change in its ownership structure; OR
- The business entity made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

### **Questions & Information**

Questions regarding Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or E.O. 117 (2008) may be submitted electronically through the Division of Purchase and Property website at: <https://www.state.nj.us/treas/purchase/eo134questions.shtml>.

Reference materials and forms are posted on the Political Contributions Compliance website at: <http://www.state.nj.us/treasury/purchase/execorder134.shtml>.



State of New Jersey  
Department of the Treasury

Division of Purchase and Property

Two-Year Chapter 51/Executive Order 117 Vendor Certification and  
Disclosure of Political Contributions

**FOR STATE USE ONLY**

Solicitation, RFP, or Contract No. \_\_\_\_\_ Award Amount \_\_\_\_\_

Description of Services \_\_\_\_\_

State Agency Name \_\_\_\_\_ Contact Person \_\_\_\_\_

Phone Number \_\_\_\_\_ Contact Email \_\_\_\_\_

☐ Check if the Contract / Agreement is Being Funded Using FHWA Funds

**Please check if requesting  
recertification ☐**

**Part 1: Business Entity Information**

Full Legal Business Name \_\_\_\_\_  
(Including trade name if applicable)

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Vendor Email \_\_\_\_\_ Vendor FEIN (SS# if sole proprietor/natural person) \_\_\_\_\_

**Check off the business type and list below the required information for the type of business selected.  
MUST BE COMPLETED IN FULL**

- ☐ Corporation: LIST ALL OFFICERS and any 10% and greater shareholder (If the corporation only has one officer, please write "sole officer" after the officer's name.)
- ☐ Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS
- ☐ Partnership: LIST ALL PARTNERS with any equity interest
- ☐ Limited Liability Company: LIST ALL MEMBERS with any equity interest
- ☐ Sole Proprietor

Note: "Officers" means President, Vice President with senior management responsibility, Secretary, Treasurer, Chief Executive Officer or Chief Financial Officer of a corporation, or any person routinely performing such functions for a corporation.

Also Note: "N/A will not be accepted as a valid response. Where applicable, indicate "None."

**All Officers of a Corporation or PC**

**10% and greater shareholders of a corporation  
or all shareholders of a PC**

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**All Equity partners of a Partnership**

**All Equity members of a LLC**

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If you need additional space for listing of Officers, Shareholders, Partners or Members, please attach separate page.



**Part 2: Disclosure of Contributions by the business entity or any person or entity whose contributions are attributable to the business entity.**

1. Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. 19:44A-3(n)

2. Report below all contributions solicited or made during the 5 ½ years immediately preceding the commencement of negotiations or submission of a proposal to any:

Candidate Committee for or Election Fund of any Gubernatorial or Lieutenant Gubernatorial candidate  
State Political Party Committee  
County Political Party Committee

3. Report below all contributions solicited or made during the 18 months immediately preceding the commencement of negotiations or submission of a proposal to any:

Municipal Political Party Committee  
Legislative Leadership Committee

Full Legal Name of Recipient \_\_\_\_\_

Address of Recipient \_\_\_\_\_

Date of Contribution \_\_\_\_\_ Amount of Contribution \_\_\_\_\_

Type of Contribution (i.e. currency, check, loan, in-kind) \_\_\_\_\_

Contributor Name \_\_\_\_\_

Relationship of Contributor to the Vendor \_\_\_\_\_

**If this form is not being completed electronically, please attach additional contributions on separate page.**

**Click the "Add a Contribution" tab to enter additional contributions.**

Remove Contribution

Add a Contribution

☐ **Check this box only if no political contributions have been solicited or made by the business entity or any person or entity whose contributions are attributable to the business entity.**

**Part 3: Certification** (Check one box only)

- (A) ☐ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**.
- (B) ☐ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**, except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal.
- (C) ☐ I am certifying on behalf of the business entity only; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal.
- (D) ☐ I am certifying as an individual or entity whose contributions are attributable to the business entity.

I hereby certify as follows:

- I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.**
- All reportable contributions made by or attributable to the business entity have been listed above.**

**3. The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:**

- a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to:
- (i) A candidate committee or election fund of any candidate for the public office of Governor or Lieutenant Governor or to a campaign committee or election fund of holder of public office of Governor or Lieutenant Governor; OR
  - (ii) Any State, County or Municipal political party committee; OR
  - (iii) Any Legislative Leadership committee.
- b) During the term of office of the current Governor or Lieutenant Governor to:
- (i) A candidate committee or election fund of a holder of the public office of Governor or Lieutenant Governor; OR
  - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
- c) Within the 18 months immediately preceding the last day of the sitting Governor or Lieutenant Governor's first term of office to:
- (i) A candidate committee or election fund of the incumbent Governor or Lieutenant Governor; OR
  - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.

**4. During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to:**

- (a) Any candidate committee or election fund of any candidate or holder of the public office of Governor or Lieutenant Governor; OR
- (b) Any State, County or Municipal political party committee; OR
- (c) Any Legislative Leadership committee.

The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement.

**5. During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.**

I certify that the foregoing statements in Parts 1, 2 and 3 are true. I am aware that if any of the statements are willfully false, I may be subject to punishment.

Signed Name \_\_\_\_\_ Print Name \_\_\_\_\_

Title/Position \_\_\_\_\_ Date \_\_\_\_\_

**Procedure for Submitting Form(s)**

**The contracting State Agency should submit this form to the Chapter 51 Review Unit** when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

**The business entity should return this form to the contracting State Agency.** The business entity can submit this form directly to the Chapter 51 Review Unit only when it -

- Is approaching its two-year certification expiration date and wishes to renew certification;
- Had a change in its ownership structure; OR
- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

**Forms should be submitted either electronically to: [cd134@treas.nj.gov](mailto:cd134@treas.nj.gov) , or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.**



**ATTACHMENT #3**

**CONFIDENTIALITY &  
NON-DISCLOSURE AGREEMENT**

**Pages (5) Five**

COMMISSIONERS  
HOWARE L. BURRELL  
CHAIRMAN  
GLENWOOD, NJ  
CHARLES P. SHOTMEYER  
VICE CHAIRMAN  
FRANKLIN LAKES, NJ  
ALAN S. ASHKINAZE  
ORADELL, NJ  
JEROME P. AMEDEO  
GREEN BROOK, NJ  
DONALD C. KUSER  
WAYNE, NJ  
ROBERT C. GAROFALO  
BRIELLE, NJ  
JAMES L. CASSELLA  
EAST RUTHERFORD, NJ



ONE F.A. ORECHIO DRIVE  
WANAQUE, NJ 07465  
973-835-3600 FAX: 973-835-6701  
E-Mail: [commissionoutreach@njdwsc.com](mailto:commissionoutreach@njdwsc.com)

TIMOTHY J. EUSTACE  
EXECUTIVE DIRECTOR  
WILLIAM SCHAFFNER  
CHIEF FINANCIAL OFFICER  
KIM DIAMOND  
COMMISSION SECRETARY

## **CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT**

**THIS CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT** (the “Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between:

**THE NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION** (hereinafter, the “Commission”), located at One F.A. Orechio Drive, Wanaque, New Jersey 07465; and

\_\_\_\_\_, and its affiliates and subsidiaries (hereinafter, “\_\_\_\_\_”), with a primary place of business located at \_\_\_\_\_ (and, together with the Commission, the “parties”).

### **WITNESSETH**

**WHEREAS**, pursuant to N.J.S.A. 58:5-1 et seq., the Commission is a public body corporate duly organized and existing under and by virtue of the laws of the State of New Jersey, exercising public and essential governmental functions and providing for the public health and welfare, and is engaged in developing raw water sources, storing water and distributing a reliable supply of potable water to its participating municipalities; and

**WHEREAS**, the Commission fulfills a vital role in maintaining, overseeing, and securing the operation of the largest regional water supply in the State of New Jersey, the safety and security of said operation constituting a critical Homeland Security concern; and

**WHEREAS**, in order to facilitate the possibility of entering into a contract for goods and services, and in particular, the procurement process pertaining to **CONTRACT #2088R-2 LOW LIFT PUMP STATION, CONTROL HOUSE & OLD ADMINISTRATION BUILDING STONE POINTING & WATERPROOFING** Commission-Owned Facilities, and if entered into, the execution of such business relationship, the Commission may disclose certain non-public or proprietary information to \_\_\_\_\_ (or the “Receiving Party”) and its representatives; and

**WHEREAS**, the Commission wishes to preserve the confidentiality and prevent the unauthorized disclosure and use of any such non-public or proprietary information disclosed to the Receiving Party and its representatives.

**NOW THEREFORE**, in consideration of the mutual promises, covenants, representations and warranties made in this Agreement, the receipt and sufficiency of which are hereby acknowledged by the parties, intending to be legally bound, hereby agree as follows:

1. "Information" means all non-public or proprietary information of the Commission disclosed in connection with this Agreement and shall include, but not be limited to, information regarding the Commission or its related entities' assets, liabilities, financial and other conditions, insurance, reinsurance, employees, consultants, operations, facilities, prospects, business plans, customer lists, or security arrangements. Information also includes any documents prepared by the Receiving Party that through the use of non-public proprietary Information that was provided to the Receiving Party by the Commission.
2. As a condition to receiving the Information which the Commission may furnish to the Receiving Party and its representatives or to which the Receiving Party and its representatives are afforded access, directly or indirectly, the Receiving Party and its representatives shall take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Information, including, at a minimum, those measures that the Receiving Party takes to protect its own confidential information of a similar nature (provided that such measures are consistent with at least a reasonable degree of care).
3. Information does not include information that:
  - a. Has been or becomes published or is now or in the future publicly available without breach of this Agreement or breach of a similar agreement by a third party or through no wrongful act of the receiving party or its representatives; or
  - b. Is known to the Receiving Party prior to the time such information was acquired from the Commission under this Agreement as evidenced by the Receiving Party's contemporaneous written records; or
  - c. Is independently developed and prepared by the Receiving Party not in reliance upon or reflecting any Information disclosed pursuant to this Agreement; or
  - d. Subsequent to disclosure, is lawfully received from a third party having rights therein without restriction (to the best of the Receiving Party's knowledge) on the right of such third party or the Receiving Party to disseminate the information and without notice of any restriction against its further disclosure.
4. Information shall not, without the prior written consent of the Commission, be disclosed to any person or entity other than the Receiving Party's and its representatives' employees (including outside legal counsel, actuaries and accountants) who need to know the Information and in those instances only to the extent of such need. The Receiving Party agrees to keep all Information confidential, and further agrees to use Information

solely for the evaluation stated above, and for no other purpose. The Receiving Party agrees that it and its representatives' employees (including outside legal counsel, actuaries and accountants) shall be informed of the terms of this Agreement.

5. All Information shall remain the exclusive property of the Commission, and the Receiving Party shall have no rights, by license or otherwise, to use Information except as expressly provided herein.
6. The Receiving Party agrees on its own behalf and on behalf of its representatives and/or assigns to return to the Commission or destroy, and verify in writing such destruction, all written, tangible or otherwise accessible material in any form (including electronic media such as computer diskettes, CD-ROM, electronic copies or any material resident in the hard or external drive of any computer) containing or reflecting any Information (including all copies, summaries, excerpts, extracts, notes or other reproductions) promptly at the request of the Commission or within sixty (60) days of the termination or conclusion of the parties' business or contractual relationship. All information retained by the Receiving Party pursuant to this Section 6 shall remain subject to the confidentiality and nondisclosure obligations of this Agreement. Notwithstanding anything to the contrary in this Agreement, the Receiving Party may retain one copy of Information that has become part of a file that the Receiving Party, in its reasonable judgment, is required to retain and/or make available for examination by government regulatory or investigatory agencies, or retain and/or produce by an order of a court or insurance regulatory agency.
7. Nothing in this Agreement shall impose any obligation upon either party to consummate a transaction, to enter into any discussion or negotiations with respect thereto, or to take any other action not expressly agreed to herein.
8. In the event that the Receiving Party receives a request to disclose all or any part of the Information as part of a governmental investigation or under the terms of a subpoena or order issued by a court or governmental body, the Receiving Party will take all reasonable steps to notify the Commission promptly in writing of such request in order to allow the Commission an opportunity to resist or narrow such request and will reasonably cooperate, at the Commission's expense, with the Commission and its representatives in connection with the Commission's efforts to resist or narrow such request. In the event that the Commission elects to waive the provisions of this Section 8 or is otherwise unsuccessful in resisting such request, the Receiving Party shall only disclose the Information that it determines it is legally required to disclose after consultation with competent counsel.
9. Except as required by applicable law or court or arbitral order, neither party shall in any way or in any form disclose (except as necessary to such party's outside legal counsel, actuaries and accountants), publicize or advertise in any manner the discussions or negotiations concerning the business purpose underlying this Agreement, or the status of any such discussions or negotiations without the consent of the other party.
10. This Agreement shall be deemed to be a contract made under the laws of the State of New Jersey and for all purposes shall be construed in accordance with the laws thereof.

The parties agree that any and all disputes between the parties under or relating to the terms and conditions of this Agreement shall be fully and completely adjudicated in the courts of the State of New Jersey.

11. Any provision of this Agreement which may be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
12. Neither this Agreement nor any rights or obligations hereunder may be assigned by either party hereto without the prior written consent of the other party, and such consent shall not be unreasonably withheld, delayed or conditioned. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. No permitted assignment shall relieve a party of its obligations hereunder with respect to Information disclosed prior to the assignment. Any assignment in violation of this Paragraph Thirteen (12) shall be deemed null and void.
13. No amendment to any provision of this Agreement shall be binding and enforceable unless in writing and signed by both of the parties and specifically referencing this Agreement.
14. This Agreement shall continue to be binding after the conclusion of the business or contractual relationship between the parties absent prior written consent of both parties.
15. This Agreement shall not be interpreted in a manner that would violate any applicable canons of ethics or codes of professional responsibility. Nothing in this Agreement shall prohibit or interfere with the ability of counsel for any party to represent any individual, corporation, or other entity adverse to any party or its affiliate(s) in connection with any other matters.
16. Each of the parties acknowledges and agrees that remedies at law may be inadequate to protect the Commission against any actual or threatened breach of this Agreement by the Receiving Party or its representatives, and, without prejudice to any other rights and remedies otherwise available to the Commission (including, without limitation, monetary damages), the Receiving Party agrees to the granting of specific performance and injunctive or other equitable relief in the Commission's favor without proof of actual damages and each of the parties further agrees to waive, and to use all reasonable efforts to cause its representatives to waive, any requirement for the securing or posting of any bond in connection with any such remedy. Nothing in this Agreement shall be deemed or construed to limit or prevent the Commission from bringing a claim for damages as a result of any actual or threatened breach of this Agreement by the Receiving Party or its representatives.
17. Each of the parties agrees that no failure or delay by the Commission in exercising any right or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise of any right or remedy hereunder.

18. This Agreement was entered into solely to benefit the parties and no other person or entity shall have enforceable rights and remedies hereunder or hereby.
19. This Agreement may be executed in one or more counterparts (including via facsimile), each of which shall be deemed an original but all of which together shall constitute one in the same instrument.
20. This Agreement sets forth the entire understanding between the parties concerning the subject matters of the foregoing recitals and paragraphs.

**IN WITNESS HEREOF**, the parties have caused this Agreement to be executed by their authorized representatives on the date first written.

**(CONTRACTOR)**

**NORTH JERSEY DISTRICT  
WATER SUPPLY COMMISSION**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

**ATTACHMENT #4**

**DISCLOSURE OF INVESTMENT IN IRAN**

**Pages (1) One**



**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**Quote Number:** \_\_\_\_\_ **Bidder/Offeror:** \_\_\_\_\_

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

**PLEASE CHECK THE APPROPRIATE BOX:**

☐ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited 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. **I will skip Part 2 and sign and complete the Certification below.**

**OR**

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. **I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

**ADD AN ADDITIONAL ACTIVITIES ENTRY**

**Certification:** I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto 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 State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State 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, and 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 State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

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



**ATTACHMENT #5**

**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES  
IN RUSSIA OR BELARUS PURSUANT TO P.L.2033, c.3**

**Pages (1) One**



**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES  
IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3**

**CONTRACT / BID SOLICITATION TITLE** \_\_\_\_\_

**CONTRACT / BID SOLICITATION No.** \_\_\_\_\_

**CHECK THE APPROPRIATE BOX**

I, the undersigned, am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in [P.L.2022, c.3](#),<sup>1</sup> section 1.e, except as permitted by federal law.

I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

**OR**

I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

Failure to provide such description will result in the Quote being rendered as non-responsive, and the Department/Division will not be permitted to contract with such person or entity, and if a Quote is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**Description of Prohibited Activity**

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*Attach Additional Sheets If Necessary.*

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90<sup>th</sup> day after this certification, shall provide an updated certification. If the bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the State shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title of Authorized Representative

\_\_\_\_\_  
Vendor Name

<sup>1</sup> Engaged in prohibited activities in Russia or Belarus" means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.