



CONTRACT #2128

**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, Exhibits A, Appendix A, B, C and D
Access Approval Form
Confidentiality and Non-Disclosure Agreement
Disclosure of Investment Activities in Iran
Disabled Veteran-Owned Business Set-Aside Program

POMPTON LAKE DAM PLC UPDATE PROJECT

Howard L. Burrell)
Chairman)
Charles P. Shotmeyer)
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James L. Casella)
Cristina M. Cutrone)
Terrence J. Duffy)

Commissioners
of the

**NORTH JERSEY DISTRICT
WATER SUPPLY COMMISSION**

Prepared
FEBRUARY 2024

ALL DOCUMENTS CONTAINED HEREIN SHALL BE CONSIDERED PART OF THIS CONTRACT

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NOTICE TO BIDDERS

The **NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION** (the "Commission" or "NJDWSC"), acting as the agent of the New Jersey Department of Environmental Protection (NJDEP) is soliciting bids from Contractors that have expertise in Instrumentation and Controls (I&C) scope, including control panel modifications and system integration work. The specification was prepared by Jacobs Engineering for the Tainter Gates at Pompton Lake Dam, New Jersey (the SITE). The NJDWSC's main facility is located at One F.A. Orechio Drive, Wanaque, New Jersey. The purpose of this specification is to describe the control system upgrades required and related systems integration scope. The SITE has an existing and outdated SCADAPack Programmable Logic Controller (PLC) that shall be replaced with a new PLC. The manufacturer of the existing PLC hardware is Control Microsystems, which was subsequently acquired by Schneider Electric. There is also the requirement to have redundant processors that will provide a more robust control system. This scope of work document will provide adequate details for modifications required for the control panel, and related system integration (SI) work of the PLC and SCADA system.

The Successful Bidder shall be a contractor licensed in the State of New Jersey, shall have and provide demonstrable experience with PLC Upgrades. Respondents shall include references of at least five (5) projects completed of similar scope and magnitude, within the 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 conducted under a single prime contract.

Sealed bids must be received before **THURSDAY, MARCH 28, 2024** 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 #2128 POMPTON LAKE DAM PLC UPDATE PROJECT

Bid Specifications are obtainable beginning **WEDNESDAY, FEBRUARY 14, 2024** through emailing Margaret M. Maddalena, the Commission's Contract Administrator, via email at mmaddalena@njdwsc.com. 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 and the NJDEP. However, the Commission reserves the right to reject a bidder based upon a prior negative experience or upon any other grounds permitted by law.

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Access Approval Forms 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 Forms** may be found in (**Attachment #1**) of the Bid Package.

The Contractor will be required to sign a Confidentiality and Non-Disclosure Agreement (**Attachment #2**) 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:

CONTENTS: SEALED PUBLIC BID

BID NUMBER: #2128

BID TITLE: POMPTON LAKE DAM PLC UPDATE PROJECT

BID TIME AND DATE: 1:30pm ON THURSDAY, MARCH 28, 2024

QUESTION CUT OFF DATE: MONDAY, MARCH 4, 2024

BIDS FORWARDED VIA OVERNIGHT SERVICES SHALL INDICATE THAT A SEALED BID IS CONTAINED THEREIN AND IDENTIFY CONTRACT #2128. THE COMMISSION WILL NOT ACCEPT BIDS SUBMITTED VIA FAX OR EMAIL AND THE SAME WILL BE REJECTED.

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NOTICE TO 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 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.

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.

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 which are necessary for an accurate bid. 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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ATTEST: **KIM DIAMOND**
Commission Secretary

DR. HOWARD L. BURRELL
Chairman

BID #2128

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**

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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.

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.

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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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 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.

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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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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 who are licensed contractor in the State of New Jersey and thoroughly experienced in quality work of the type required herein with at least 5 years' experience 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 ADMINISTRATOR, NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION** and submitted via email to mmaddalena@njdwsc.com. **Requests for interpretations received later than MONDAY, MARCH 4, 2024 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 of Changes to Bid Documents Form"*** (Page I-27), included with these bid specifications.

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In the event no notices, revisions, or addenda to the bid advertisement, 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.

The contractor or subcontractor, where applicable, agrees to comply with any

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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;

(2) To notify any minority and women workers who have been listed with it as

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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 inform the individual in writing of the reasons for the determination, maintain

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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 to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the

CONTRACT #2128

INFORMATION FOR BIDDERS

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 7:00a.m. to 4:30 p.m., Monday through Friday, non-holiday periods.

Time for Completing Work:

The Contractor shall commence the work within seven (7) days from the issuance of the Notice to Proceed by the Commission. The Contractor shall achieve Final Completion within **120** days from the day of Notice to Proceed.

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 Fifty dollars (\$250.00) per day after the Final Completion deadline.**

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.

Political Contributions

On April 3, 2023, Governor Murphy signed the Elections Transparency Act (ETA), N.J.S.A 19:44A-20.13 to 20.25 into law. He subsequently issued Executive Order (EO) 333 which amended prior Eos to align with the newly-enacted ETA. Contractor shall

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comply with the ETA disclosure requirements.

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 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 bidder, 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 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.
- E. Before final payment is made under the 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

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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. 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 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;

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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 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.

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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.

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>.

Disabled Veteran-Owned Business Set-Aside

It is the policy of the Commission that Disabled Veteran-Owned Business (DVOBs), as determined and defined by the State of New Jersey, Department of the Treasury, Division of Revenue and Enterprise Services ("Division") in N.J.A.C. 17:14-1.1 et seq., have the opportunity to compete for and participate in the performance of contracts and subcontracts for services in accordance with the New Jersey Set-Aside Act for Disabled Veteran's Businesses, N.J.S.A. 52:32-31.1 et seq. (P.L. 2015, c. 116). The Commission further requires that its contractors shall agree to take all necessary and

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responsible steps, in accordance with the aforementioned regulations, to ensure that DVOBs have these opportunities.

This language is included to ensure that all persons who enter into any form of contractual agreement with the Commission, are aware of their responsibilities and the commitment of the Commission to see that its Disabled Veteran-Owned Business Set-Aside Program ("Program") is carried out in all instances.

The Contractor agrees to make a good faith effort to award at least 3% of this Contract to Subcontractors registered by the Division as a DVOB firm. Subcontracting goals do not apply if the prime Contractor is a registered DVOB firm.

The following actions shall be taken by a bidder in establishing a good faith effort to solicit and award subcontracts to eligible disabled veteran-owned businesses, as established in the RFB or RFP:

- 1) The bidder shall attempt to locate qualified potential disabled veteran-owned business subcontractors;
- 2) The bidder shall consult the disabled veteran business database if none are known to the bidder;
- 3) The bidder shall keep a record of its efforts, including the names of businesses contacted and the means and results of such contacts, as well as documentation on any good faith efforts to solicit and award any subcontract to an eligible disabled veteran-owned business; and
- 4) The bidder shall provide all potential subcontractors with detailed information regarding the specifications.

Bidders and responders shall in all respects comply with the requirements of Attachment 5 governing the DVOB Program.

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

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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.

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.

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 which are necessary for an accurate bid. 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 #2128

TO: THE NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION

FOR: CONTRACT #2128 POMPTON LAKE DAM PLC UPDATE PROJECT

MADE THIS _____ DAY OF _____ 2024

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, Exhibit A, and Appendices A, B, C and D 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 Technical Specifications, and that he will accept in full payment therefore the following sum, to wit:

Pricing for Bid sections:

POMPTON LAKE DAM PLC UPDATE PROJECT AT the North Jersey District Water Supply Commission, including labor, equipment, materials and warranty and all work described in the Technical Specifications, as well as what is shown on the drawings, and as further required herein, for the lump sum price of:

_____ dollars and
_____ cents (\$_____)

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.

CONTRACT #2128

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

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.

Respectfully submitted,

BIDDER

SIGNATURE OF AUTHORIZED AGENT

TYPE OR PRINT NAME

TITLE

TELEPHONE NUMBER

E-MAIL ADDRESS

WITNESS (IF INDIVIDUAL, PARTNERSHIP OR OTHER BUSINESS ENTITY)

ATTEST: (CORPORATION)

SECRETARY

CONTRACT #2128

NOTE: AFFIX CORPORATE SEAL

CONTRACT #2128

EXPERIENCE STATEMENT

TO: NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION

Commissioners:

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.

WITNESS

NAME OF COMPANY

ADDRESS

DATE

BY: _____

SIGNATURE

PRINT NAME AND TITLE

CONTRACT #2128

EQUIPMENT STATEMENT

TO: NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION

Commissioners:

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:

BY: _____
SIGNATURE

PRINT NAME AND TITLE

WITNESS

COMPANY NAME

DATE

ADDRESS

CONTRACT #2128

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 #2128

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 _____ 2024.

Notary Public of the State of _____.

My Commission expires _____, _____.

Affix notary stamp or print name below signature.

NOTARY'S SIGNATURE

CONTRACT #2128

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:**

	<u>NAME</u>	<u>HOME ADDRESS</u>	<u>TITLE</u>	<u>% OF OWNERSHIP</u>
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.

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BIDDER DISCLOSURE STATEMENT

	<u>NAME</u>	<u>HOME ADDRESS</u>	<u>TITLE</u>	<u>% OF OWNERSHIP</u>
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-Four.

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 #2128
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) DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

(CONTRACTOR)

BY: _____
SIGNATURE

PRINT NAME AND TITLE

CONTRACT #2128

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.

POMPTON LAKE DAM PLC UPDATE PROJECT AT the North Jersey District Water Supply Commission, including labor, equipment, materials and warranty and all work described in the Technical Specifications, as well as what is shown on the drawings, and as further required herein, for the lump sum price of:

_____ dollars and
_____ cents (\$_____)

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.

CONTRACT #2128

GENERAL CONDITIONS

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

Article I - DEFINITIONS:

Commission: the **NORTH JERSEY DISTRICT WATER SUPPLY 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 work for the project and payments therefore, including the general conditions, the Bid Specifications for **Contract #2128** (including any Addendums/Clarifications), the Proposal and all sheets, forms or documents attached to the Bid Specifications or hereto.

Engineer: Commission's Engineering Staff.

Exhibits: Exhibit A, and Appendices A, B, C and D, included at the end of this Contract, incorporated herein by reference. Appendices B, C, and D contain confidential and Security Related Information and shall not be included in any public document.

Proposal: the proposal submitted by the Contractor, dated _____, 2024, incorporated herein by reference.

Specifications: the specifications included as Exhibit A in this Contract, incorporated herein by reference.

Article II - RIGHTS AND DUTIES OF THE ENGINEER:

- 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. She/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

CONTRACT #2128

GENERAL CONDITIONS

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 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), in accordance with this Contract and the 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.

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- 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 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

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GENERAL CONDITIONS

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 commence the work within seven (7) days from the issuance of the Notice to Proceed by the Commission. The Contractor shall achieve Final Completion within **120** days from the day of Notice to Proceed.

B. Working hours shall be between **7:00 a.m. to 4:30 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:

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

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the Commission **TWO Hundred Fifty (\$250.00) per day after Final Completion deadline.**

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 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 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 Contractor.

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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:

\$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.

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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, 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:

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- 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 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 under this Contract, 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:

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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 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 the Contract, the Proposal and the Bid Specifications (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.

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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. No claim by the Contractor for additional payment based on any error in any periodic estimate will be recognized.
2. 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.
3. 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.
4. 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.
5. Errors in any monthly measurements or bill, on being discovered, will be

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rectified by the Engineer in subsequent measurements and bills.

6. 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.
7. 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, BONDS, 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.

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- 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 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.

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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 Contractor 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 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).

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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 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;

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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 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.

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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 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

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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.

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 price for the work for the project.

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.

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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.

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 non-discoverable 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 the 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.

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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:

POLITICAL CONTRIBUTIONS

On April 3, 2023, Governor Murphy signed the Elections Transparency Act (ETA), N.J.S.A 19:44A-20.13 to 20.25 into law. He subsequently issued Executive Order (EO) 333 which amended prior Eos to align with the newly-enacted ETA. Contractor represents that he is in compliance with the ETA disclosure requirements.

Article XXIV – BUSINESS REGISTRATION CERTIFICATE

- 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 of the 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

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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.

- E. Before final payment is made under the 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.

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 general 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/lasse/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

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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;

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 the 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 the 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. §121 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 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

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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, 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 Commission 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 Commission 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 Contractor 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 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.

It is expressly agreed and understood that any approval by the Commission 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 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 the Contract or otherwise at Law.

Article XXVIII – DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to Public Law 2012, c. 25, the Contractor shall complete the certification attached hereto 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

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review this list prior to completing the below certification. 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.

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

Article XXX - Disabled Veteran-Owned Business Set-Aside

In accordance with the New Jersey Set-Aside Act for Disabled Veterans' Businesses, N.J.S.A. 52:32-31.1 et seq. (P.L. 2015, c. 116) it is the policy of the Commission that Disabled Veteran-Owned Business (DVOBs), as determined and defined by the State of New Jersey, Department of the Treasury, Division of Revenue and Enterprise Services (“Division”) in N.J.A.C. 17:14-1.1 et seq., have the opportunity to compete for and participate in the performance of contracts and subcontracts for services in accordance with the New Jersey Set-Aside Act for Disabled Veteran's Businesses, N.J.S.A. 52:32-31.1 et seq. (P.L. 2015, c. 116). The Commission further requires that its contractors shall agree to take all necessary and responsible steps, in accordance with the aforementioned regulations, to ensure that DVOBs have these opportunities.

This language is included to ensure that all persons who enter into any form of contractual agreement with the Commission, are aware of their responsibilities and the commitment of the Commission to see that its Disabled Veteran-Owned Business Set-Aside Program (“Program”) is carried out in all instances.

The Contractor agrees to make a good faith effort to award at least 3% of this Contract to Subcontractors registered by the Division as a DVOB firm. Subcontracting goals do not apply if the prime Contractor is a registered DVOB firm.

The following actions shall be taken by a bidder in establishing a good faith effort to solicit and award subcontracts to eligible disabled veteran-owned businesses, as established in the RFB or RFP:

- 1) The bidder shall attempt to locate qualified potential disabled veteran-owned business subcontractors;

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- 2) The bidder shall consult the disabled veteran business database if none are known to the bidder;
- 3) The bidder shall keep a record of its efforts, including the names of businesses contacted and the means and results of such contacts, as well as documentation on any good faith efforts to solicit and award any subcontract to an eligible disabled veteran-owned business; and
- 4) The bidder shall provide all potential subcontractors with detailed information regarding the specifications.

Bidders and responders shall in all respects comply with the requirements of Attachment 5 governing the DVOB Program.

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"** (Attachment #1) must be filled out completely, with a copy of **GOOD QUALITY**

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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-25)** of the Bid Documents, and approved equipment will be allowed on Commission property.
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 Commission and the billing for the work has been approved and certified by the Commissioner the Commission's authorized approving agent, the Commission 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 Commission receives it unless the Commission 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.

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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 XXXIV – 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-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 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.

CONTRACT #2128

GENERAL CONDITIONS

- 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 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:

CONTRACT #2128

GENERAL CONDITIONS

This Contract 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 Contract 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:

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

Article XL– COUNTERPARTS:

This Contract 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 #2128
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 _____, 2024 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-32)**
(SIGNATURE)

(TYPED SIGNATURE)

(TITLE)

SEAL:

C-31

**CONTRACT #2128
CERTIFICATE OF ACKNOWLEDGMENT
FOR CONTRACTOR (CORPORATION)**

STATE OF }
 S.S.
COUNTY OF }

BE IT REMEMBERED, that on this _____ day of _____, 2024 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

SWORN AND SUBSCRIBED TO BEFORE

ME THIS _____ DAY OF

_____, 2024.

* _____
WITNESS' SIGNATURE

TYPED SIGNATURE

TITLE

***Please note – this page must be completed by the person who attested/witnessed the execution of the contract on page C-31.**

CONTRACT #2128

CERTIFICATE OF ACKNOWLEDGEMENT
FOR CONTRACTOR (INDIVIDUAL)

STATE OF }
 S.S.
COUNTY OF }

BE IT REMEMBERED, that on this _____ day of _____, 2024
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

_____ 2024.

CERTIFICATE OF ACKNOWLEDGEMENT
FOR COMMISSION

STATE OF }
 S.S.
COUNTY OF }

BE IT REMEMBERED, that on this _____ day of _____, 2024
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.

KIM DIAMOND, COMMISSION SECRETARY

NOTARY PUBLIC:

SWORN AND SUBSCRIBED TO BEFORE

ME THIS _____ DAY OF

_____ 2024

CONTRACT #2128

EXHIBIT “A”

TECHNICAL SPECIFICATIONS

SECTION 409000 CONTROLS SYSTEM SCOPE OF WORK

PART 1 - GENERAL

1.1 INTRODUCTION

- A. This specification provides details to the Contractor regarding the Instrumentation and Controls (I&C) scope, including control panel modifications and system integration work. This specification was prepared by Jacobs Engineering for the North Jersey District Water Supply Commission (NJDWSC) which acts as the NJDEP's agent for the Tainter Gates at Pompton Lake Dam, New Jersey (the SITE). The NJDWSC's main facility is located at 1 F.A. Orechio Drive, Wanaque, New Jersey. The purpose of this specification is to describe the control system upgrades required and related systems integration scope.
- B. The SITE has an existing and outdated SCADAPack Programmable Logic Controller (PLC) that shall be replaced with a new PLC. The manufacturer of the existing PLC hardware is Control Microsystems, which was subsequently acquired by Schneider Electric. There is also the requirement to have redundant processors that will provide a more robust control system. This scope of work document will provide adequate details for modifications required for the control panel, and related system integration (SI) work of the PLC and SCADA system.

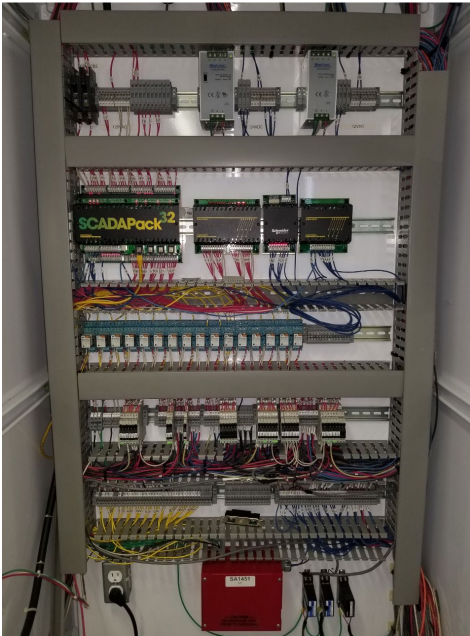
1.2 DEFINITIONS – The following describes the definitions of the OWNER, the Contractor, the System Integrator and the Engineering Firm:

- A. OWNER – New Jersey Department of Environmental Protection (NJDEP)
- B. Owner's Agent - North Jersey District Water Supply Commission (NJDWSC)
- C. Contractor – The firm or company that is awarded the contract for the work. This includes the General Contractor and all relevant sub-contractors.
- D. System Integrator (SI) – The SI shall provide the Automation and SCADA requirements as referenced in this document. The SI may be the same entity as the Contractor, or a sub-contract to the Contractor.
- E. Engineering Firm – Jacobs Engineering (Jacobs).

1.3 DESIGN BASIS SUMMARY

- A. Note that the manufacturer and model numbers of PLC hardware listed in this document reflect a consistency with NJDWSC similar control systems installed at other sites for ease of system maintenance. However, substitutions may be considered.

B. Control Panel



- 1) The existing control panel (shown above) will require the removal of the existing SCADAPack 32 controller and I/O, along with the three expansion I/O modules. All existing wiring to I/O modules will be de-terminated.
- 2) In its place, a new Emerson PACSYSTEMS RX3i PLC will be installed.
- 3) Referencing the I/O connection list in Appendix A, the I/O wiring gets reconnected to the new I/O modules and associated instrument signal power feeds from existing terminal blocks in the control panel.
- 4) Note that all I/O wiring is existing, and that no new instrument field wires are anticipated. There is no anticipated demolition of any I/O wiring.
- 5) Upgrade of the existing 5 amp 24 VDC power supply with a new 10 amp 24 VDC power supply.
- 6) Specific details are provided in Part 2 (Products) and Part 3 (Execution) of this document.

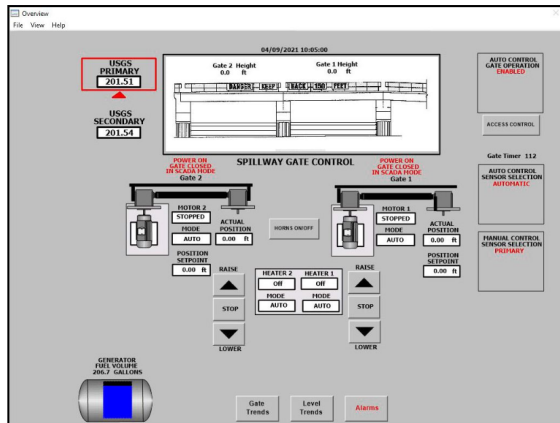
C. System Integration - PLC Programming

- 1) The existing SCADAPack 32 PLC program shall be analyzed and used to create a new PLC program that provides the identical functionality as the existing program.
- 2) The System Integrator (SI) must have prior knowledge of programming SCADAPack 32 application software. The SI shall obtain the necessary application software packages required. The existing PLC code can be provided upon request.
- 3) The SI shall obtain the PLC programming software for the new control system, in order to create a new PLC program which has the same functionality as the existing SCADAPack 32 PLC code.
- 4) Specific details are provided in Part 2 and Part 3 of this document.

D. System Integration – SCADA HMI Programming

- 1) The existing SCADA HMI shall be used.

- 2) The HMI graphical interface software is Cimplicity, by GE Digital.
- 3) The SI must have prior knowledge of programming Cimplicity. The SI shall obtain the necessary application software packages required. The existing Cimplicity graphics can be provided upon request.
- 4) The SI shall modify all required SCADA tags for use with the new control system.
- 5) No additional graphical elements are anticipated. Shown below is the Tainter Gate Control Main Screen as a reference:



- 6) The SI shall modify the SCADA tags for the Main Screen, Alarm Screen, Gate Trends and Level Trends as required.
- 7) Specific details are provided in Part 2 and Part 3 of this document.

1.4 CODES AND STANDARDS

- A. All work shall be performed, and materials shall be furnished in accordance with the following standards as applicable:
 - 1) National Electrical Code (NEC)
 - 2) National Fire Protection Association (NFPA)
 - 3) Federal, State, and Local Codes
 - 4) International Society of Automation (ISA)
 - 5) American Society for Testing and Materials (ASTM)
 - 6) American Wire Gauge (AWG)
 - 7) American National Standards Institute (ANSI)
 - 8) Institute of Electrical and Electronics Engineers (IEEE)
 - 9) National Electrical Manufacturers Association (NEMA)
 - 10) Underwriters' Laboratories, Inc. (UL)
 - 11) Factory Mutual (FM)
 - 12) NJDWSC Standards

1.5 REFERENCE DOCUMENTS

A. I/O Connection List – Appendix A

- 1) Contractor shall use the I/O connection list to perform the wiring revisions and also to create a revised I/O list after the project has been completed.

B. Existing (As-Built) Control Panel Drawings prepared by PCS last revised 11-25-06 – Appendix B (to be supplied to the System Integrator after the contract has been awarded).

- 1) 3251-L02 Panel Layout
- 2) 3151-E3-02 Control Power Distribution
- 3) 3151-E3-03 Discrete Inputs
- 4) 3151-E3-04 Discrete Inputs
- 5) 3151-E3-05 Discrete Inputs
- 6) 3151-E3-06 Discrete Outputs
- 7) 3151-E3-07 Discrete Outputs
- 8) 3151-E3-10 Analogs

C. Revised Control Panel Drawings prepared by Jacobs last revised 6-11-21 with a newly added Drawing 3151-E3-NET issued on 8-5-21– Appendix C (to be supplied to the System Integrator after the contract has been awarded).

- 1) Contractor shall provide an as-built set of CAD drawings at the end of the project. This includes the control panel as-built upgrades in this scope, based on the revised drawing set by Jacobs dated 6-11-21 with new drawing dated 8-5-21, and any differences from the existing drawing set to subsequent control panel modifications that have since occurred to the control panel from 11-25-06 to the present. Drawing List:

- a. 3251-L02 Panel Layout
- b. 3151-E3-02 Control Power Distribution
- c. 3151-E3-03 Discrete Inputs
- d. 3151-E3-04 Discrete Inputs
- e. 3151-E3-05 Discrete Inputs
- f. 3151-E3-06 Discrete Outputs
- g. 3151-E3-07 Discrete Outputs
- h. 3151-E3-10 Analogs
- i. 3151-E3-NET ProfiNet Network Connection Diagram

D. U.S. Army Corps of Engineers (New York District), Operation, Maintenance, Repair, Replacement and Rehabilitation (OMRR&R) Manual – Appendix D (to be supplied to the System Integrator after the contract has been awarded).

- 1) The OMRR&R manual shall be used to summarize the spillway gate operations, and shall be used by the systems integrator, with particular focus on Section 8.7 of this document.

1.6 DRAWINGS AND DOCUMENTS

A. The Contractor shall provide the following drawings and documents:

- 1) Revised “Control Panel Upgrades” drawings per as-built conditions. The native drawings are available upon request.
- 2) Completed and annotated PLC program. Provide hard copy printout and application software on storage media.
- 3) SCADA HMI graphical software application on storage media.
- 4) SCADA data tag list.
- 5) I/O List for the new control system, using the I/O Connection List in Appendix A as a basis.
- 6) Test plan on execution of this work.

1.7 SUBMITTALS

- A. The Contractor shall submit for approval all required detailed design drawings and documents for all related deliverables as described in this document.
- B. Provide to the Owner’s Agent all relevant manufacturers’ literature upon completion of job.

1.8 COMPLETION

- A. All work described in this scope document shall be completed to the satisfaction of the Owner’s Agent.

PART 2 – PRODUCTS

2.1 EMERSON PACKSYSTEMS RX3i PLC HARDWARE

- A. IC695CPL410 Controller (Qty. 2)
- B. IC695PSA040 Power Supply 40 Watt A.C. (Qty. 1)
- C. IC695CHS012 12-Slot Chassis (Qty. 1)
- D. IC695PNS001 ProfiNet Scanner (Qty. 1)
- E. IC694MDL240 A.C. Input Module 16 Points (Qty. 4)
- F. IC694MDL330 A.C. Output Module 8 Points (Qty. 2)
- G. IC694ALG222 Analog Input Module 8/16 Channels (Qty. 1)
- H. IC694ALG392 Analog Output Module 8 Channels (Qty. 1)

2.2 POWER SUPPLY

- A. Altech Corporation PS-C24024 power supply, 10 amps DC output (Qty. 1).

2.3 COMMUNICATION CABLES

- A. Category 6 (CAT 6) cables between the ProfiNet Scanner module and to each CPL410 controller, and CAT 6 cables between redundant CPL410 controllers (Total Qty. 4)
- B. Category 6 (CAT 6) cables between each CPL410 controller and to the nearby router panel (Qty. 2)
- C. Reference drawing 3151-E3-NET

2.4 MISCELLANEOUS PANEL HARDWARE

- A. The Contractor shall anticipate minor control panel hardware modifications that may include but not be limited to:

- 1) New fuse blocks.
- 2) Terminal blocks.
- 3) New or existing fuses of a higher amperage.
- 4) Additional fused 24 VDC circuits to Emerson PACSYSTEMS controllers.
- 5) Additional wiring to analog modules for 24 VDC power or analog commons.
- 6) Wire and terminal block labels.

2.5 AS-BUILT DRAWING SET

- A. The existing as-built drawing set has some discrepancies compared to photographs of the panel, and relating to CAD typos. One area of focus is the fuse assignments of branch feeders. As such, refer to the revised schematics for reference of existing, corrected, repurposed, and new branch fused circuits.

PART 3 – EXECUTION

3.1 GENERAL

- A. The Contractor shall provide all required labor and materials to complete the project to the satisfaction of the OWNER and Owner's Agent per this scope. The Contractor shall make use of the associated drawings and documents provided as the basis of the design for the control panel upgrades and systems integration work.
- B. AutoCAD shall be used to modify the existing drawings as required. Provide native file AutoCad drawings (.dwg) in print format and storage media.
- C. Contractor/System Integrator shall be fully involved in all required steps needed for the startup and commissioning of the new control system. System shall be fully tested.
- D. Sequencing – Coordinate with the Owner's Agent regarding any sequencing requirements pertaining to disconnecting or reconnecting signal cables or hardware replacements. Schedule a window of downtime with the Owner's Agent for the control panel modifications that will minimize impact to site operations.

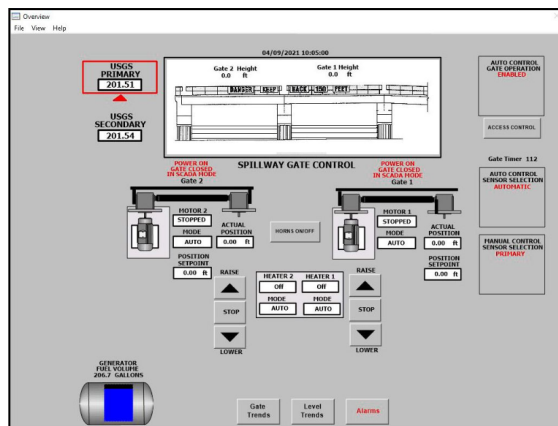
3.2 PLC PROGRAMMING

- A. The existing SCADAPack 32 PLC program shall be analyzed and used to create a new PLC program that provides the identical functionality as the existing program.
- B. The system integrator (SI) must have prior knowledge of programming SCADAPack 32 application software. The SI shall obtain the necessary application software packages required.
- C. The existing PLC code can be provided to the System Integrator upon request. Once the SI has the PLC code, the online PLC code in the controller should not be modified without coordination.
- D. The SI shall obtain the PLC programming software for the new control system, in order to create a new PLC program which has the same functionality as the existing SCADAPack 32 PLC code.
- E. By analyzing the existing PLC code structure and related data files, the SI will convert the ladder code logic elements, timer functions and other control blocks as required.
- F. The SI shall create a new PLC ladder logic program for use in the new control system.
- G. Note that all I/O points are existing. No new or deleted I/O signals are anticipated.
- H. A tag data file shall be created for I/O, logic, timer and other control elements as needed to complete the PLC code. This will also be used for tags required by SCADA. This shall be known as the SCADA tags.

- I. The SI shall be involved in the code downloading, configuring, testing and start-up of the PLC control system.
- J. The SI shall configure the network addressing for the ProfiNet Scanner and redundant controllers.
- K. The SI shall be involved in testing the network communications for the new connections as required.

3.3 SCADA HMI PROGRAMMING

- A. The existing SCADA HMI shall be used for the upgrades.
- B. The HMI graphical interface software is Cimplicity, by GE Digital. Note that Emerson has subsequently acquired the GE Digital line of products.
- C. The SI must have prior knowledge of programming Cimplicity. The SI shall obtain the necessary application software packages required. The existing Cimplicity graphics can be provided upon request.
- D. No additional graphical elements are anticipated. Shown below is the Tainter Gate Control Main Screen as a reference:



- E. The SI scope involves these existing HMI screens:
 - 1) Main Screen
 - 2) Gate Trends
 - 3) Level Trends
 - 4) Alarms
- F. Graphical elements on the HMI screens have associated SCADA tags. SCADA tags impacted by new or modified tags as a result of the tags generated by the new control system shall be incorporated into the SCADA tag database.
- G. The SI shall be involved in any downloading, configuring, testing and start-up of the revised SCADA screens and associated SCADA tags.

3.4 CONTROL PANEL MODIFICATIONS

- A. GENERAL
 - 1) Install all new control panel hardware in accordance with the manufacturers' installation and wiring guidelines. Data sheets and user manuals for the Emerson PACSYSTEMS PLC hardware are available and can be provided upon request.
 - 2) The 120VAC and 24VDC power feeds for the control system will require modifications to the A.C. and D.C. distribution terminal strips.

B. PANEL AND SCHEMATIC DRAWINGS

- 1) The revised control panel and schematic drawings will be supplied to the System Integrator after contract award.
- 2) The Contractor shall provide as-built control panel and schematic drawings as indicated in Part 1.5.
- 3) Refer to the revised panel layout drawings for placement of new control system hardware.
- 4) Refer to the revised schematic drawings for I/O connections.

C. DISCONNECT EXISTING I/O SIGNAL CABLES

- 1) Steps indicated below shall require the prior approval of the Owner's Agent before proceeding, as this work needs to be scheduled and coordinated.
- 2) De-energize the incoming circuits for power feeds to the SCADAPACK32 and associated I/O modules. Verify power has been disconnected. Disconnect the power feeds from the modules. The A.C. and D.C. terminal strips supply instrument power. Disconnect the ground wires.



- 3) Using the I/O connection List (Appendix A), disconnect the I/O wiring from the existing SCADAPack 32 controller and I/O, as well as the three expansion I/O modules.
- 4) Route all wire and cabling to the wireway below the existing controller. This includes the SCADAPack 32 wiring and analog input module 5506 that is routed on the upper wireway and was terminated on top of the module. It is anticipated that all existing wiring will reach the new I/O modules.
- 5) Add wire label 19 for the 120V Power On signal. This wire is currently unlabeled.
- 6) Certain A.C. neutral white wires also require labeling. Use "N" as label.

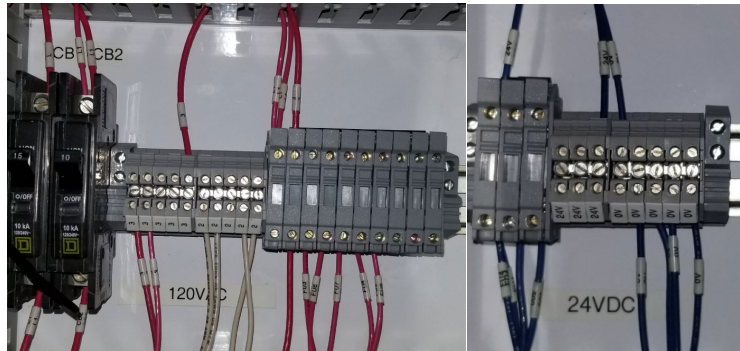
- 7) A light blue wire on the SCADAPack 32 is unlabeled. Label as "0V".
- 8) Disconnect the Yellow Ethernet LAN cable. This cable goes to the router panel.

D. REMOVAL OF SCADAPACK 32 HARDWARE

- 1) Note that all removed control panel hardware shall be turned over to the Owner's Agent.
- 2) Remove the SCADAPack 32 from the DIN rail and associated ribbon cable.
- 3) Remove the 5404 Digital Input module from the DIN rail and associated ribbon cable.
- 4) Remove the 5506 Analog Input module from the DIN rail and associated ribbon cable.
- 5) Remove the 5302 Analog Output module from the DIN rail.

E. PANEL PREPARATION PRIOR TO HARDWARE INSTALLATION

- 1) Remove the existing DIN rail that was vacated by the SCADAPack 32 hardware removal.
- 2) The redundant controllers are DIN Rail mounted. Modify and install DIN rail.
- 3) The 12-Slot Chassis is panel-mounted, and is situated to the right of the DIN rail.
- 4) Add fused terminal blocks with fuses for the new D.C. branch circuits.



- 5) Allow extra space for the new 10 amp power supply on the DIN rail, replacing the narrower 5 amp power supply.

F. INSTALLATION OF EMERSON PACSYSTEMS HARDWARE

- 1) Install the redundant controllers on DIN rail. Allow for spacing per the manufacturer's guidelines.
- 2) Install the 12-Slot chassis, mounting directly to the sub-panel. Allow for spacing per the manufacturer's guidelines.
- 3) Install the PLC power supply in the first two slots (0,1).
- 4) Install the ProfiNet scanner in slot 2.
- 5) Install the discrete input modules in slots 3, 4, 5 and 6. Note that the input module in slot 6 is a spare module that will not be wired, except to supply module power.
- 6) Install the discrete output modules in slots 7 and 8.
- 7) Install the analog input module in slot 9.
- 8) Install the analog output module in slot 10.
- 9) Slot 11 is spare.
- 10) Connect the A.C. power wiring to the power supply.
- 11) Provide two 24 VDC power sources for the redundant controllers.
- 12) Provide power to I/O modules per the schematics. Modify the A.C and D.C. power distribution terminal strips as required.

G. RECONNECT EXISTING I/O SIGNAL CABLES TO NEW I/O MODULES

- 1) Per the schematics and the I/O connection list, reconnect the I/O wiring to the new I/O modules.
- 2) Verify the polarity connections (+/-) for the instruments.
- 3) The analog module supports single-ended and dual-ended circuits. Match with existing circuitry.
- 4) Reconnect or add ground or shield wires as required.

H. NEW WIRING

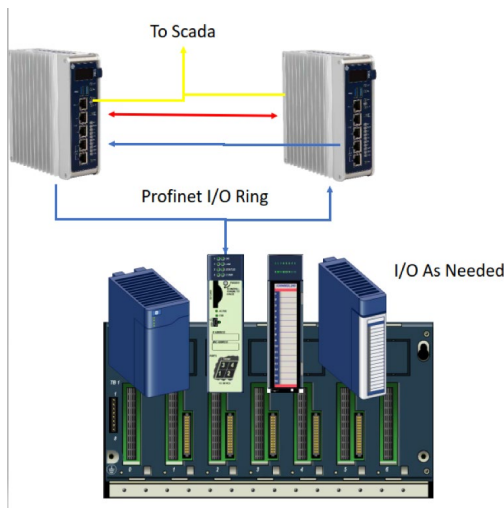
- 1) New 24 VDC wiring shall be Blue for +24V, and Blue with White Stripe for DC Common or 0V wires.

3.5 REPLACE POWER SUPPLY



- A. Replace the existing 24 VDC 5 amp power supply with a new 10 amp power supply.
- B. Check circuit protection for the line side (120V) and the load side (24VDC) of the power supply. Modify as required.
- C. The new power supply may be physically bigger than the existing one. Adjust adjacent terminal blocks to allow for more room.
- D. Install power supply per manufacturer's guidelines.

3.6 INSTALL COMMUNICATION CABLES



- A. System Integrator to reference network connection diagram 3151-E3-NET for additional information.
- B. Connect all CAT 6 cables between the controllers, ProfiNet Scanners and Network LAN.
- C. Defer to Owner's Agent's direction for the two new port connections on the router.

3.7 STATIC CHECKS AND TESTING

- A. After the above steps have been completed, energize the branch circuits.
- B. Test each I/O point to ensure the I/O are actively communicating to the PLC.
- C. Ensure analog input signals are reading properly, and gate control analog output signals to gates are functional.
- D. Ensure that the SCADA graphics and functionality match the I/O signals.

3.8 DYNAMIC CHECKS AND TESTING

- A. Test the Main Screen for functionality.
- B. Test the Gate Trends Screen for functionality.
- C. Test the Level Trends Screen for functionality.
- D. Test the Alarm Screen for functionality.

3.9 TURNOVER TO Owner's Agent

- A. Upon completion of testing and start-up, turnover the system to the Owner's Agent.
- B. Turnover control panel hardware removed as part of the upgrades.
- C. Turnover any control panel hardware documentation, specifically the new Emerson PACSYSTEM control hardware and the new power supply.
- D. Turnover the native AutoCad drawing files and pdfs that have been as-built.
- E. Turnover the application software program updates for the PLC code.
- F. Turnover the application software program updates for the Cimplicity SCADA.
- G. Owner's Agent shall witness a complete and functional test as part of the completed turnover.

END OF SCOPE SECTION

APPENDICES

- APPENDIX A - I/O CONNECTION LIST dated 6-11-21
- APPENDIX B* – EXISTING CONTROL PANEL LAYOUT AND SCHEMATIC DRAWINGS BY PCS last revised 11-25-06
- APPENDIX C* – REVISED CONTROL PANEL LAYOUT AND SCHEMATIC DRAWINGS BY JACOBS last revd. 6-11-21 with new drawing issued 8-5-21
- APPENDIX D* - U.S. ARMY CORPS OF ENGINEERS (NEW YORK DISTRICT); OPERATION, MAINTENANCE, REPAIR, REPLACEMENT AND REHABILITATION (OMRR&R) MANUAL

* For security purposes, APPENDICES B, C & D to be furnished to System Integrator after contract is awarded.

APPENDIX A

POMPTON DAM I/O CONNECTION LIST

APPENDIX A
11-Jun-21

Description	EXISTING SCADAPACK I/O					DRAWINGS			NEW EMERSON PAC SYSTEM I/O				Description
	Relay	Wire #	Module Type	Module Terminal	I/O Terminal I.D.	Drawing	Orig. Rev.	New Rev.	Module Type	Module Slot	Module Terminal	I/O Terminal I.D.	
Auto Mode (SCADA) - Switch CS1	CR20	11	SCADAPACK 32	0	DIN1	3151-E3-03	2	3	IC694MDL240	3	1	INPUT 1	Auto Mode (SCADA) - Switch CS1
Off Mode - Switch CS1	CR21	12	SCADAPACK 32	1	DIN2	3151-E3-03	2	3	IC694MDL240	3	2	INPUT 2	Off Mode - Switch CS1
Manual Mode - Switch CS1	CR22	13	SCADAPACK 32	2	DIN3	3151-E3-03	2	3	IC694MDL240	3	3	INPUT 3	Manual Mode - Switch CS1
Testing Mode - Switch SS1	CR23	14	SCADAPACK 32	3	DIN4	3151-E3-03	2	3	IC694MDL240	3	4	INPUT 4	Testing Mode - Switch SS1
Slack Hoist Rope 1 Gate 1	CR24	15	SCADAPACK 32	4	DIN5	3151-E3-03	2	3	IC694MDL240	3	5	INPUT 5	Slack Hoist Rope 1 Gate 1
Slack Hoist Rope 2 Gate 1	CR25	16	SCADAPACK 32	5	DIN6	3151-E3-03	2	3	IC694MDL240	3	6	INPUT 6	Slack Hoist Rope 2 Gate 1
Spare	N/A	17	SCADAPACK 32	6	DIN7	3151-E3-03	2	3	IC694MDL240	3	7	INPUT 7	Spare
Spare	N/A	18	SCADAPACK 32	7	DIN8	3151-E3-03	2	3	IC694MDL240	3	8	INPUT 8	Spare
120V Power On	N/A	19*	SCADAPACK 32	8	DIN9	3151-E3-03	2	3	IC694MDL240	3	9	INPUT 9	120V Power On
Gate 1 Control Power	CR26	20	SCADAPACK 32	9	DIN10	3151-E3-03	2	3	IC694MDL240	3	10	INPUT 10	Gate 1 Control Power
Seal Heating System Power Gate 1	CR27	21	SCADAPACK 32	10	DIN11	3151-E3-03	2	3	IC694MDL240	3	11	INPUT 11	Seal Heating System Power Gate 1
Seal Heating System Fail To Start Gate 1	N/A	22	SCADAPACK 32	11	DIN12	3151-E3-03	2	3	IC694MDL240	3	12	INPUT 12	Seal Heating System Fail To Start Gate 1
Seal Heating System Low Temp. Alarm Gate 1	N/A	23	SCADAPACK 32	12	DIN13	3151-E3-03	2	3	IC694MDL240	3	13	INPUT 13	Seal Heating System Low Temp. Alarm Gate 1
Seal Heating System Power Gate 2	CR28	24	SCADAPACK 32	13	DIN14	3151-E3-03	2	3	IC694MDL240	3	14	INPUT 14	Seal Heating System Power Gate 2
Seal Heating System Fail To Start Gate 2	N/A	25	SCADAPACK 32	14	DIN15	3151-E3-03	2	3	IC694MDL240	3	15	INPUT 15	Seal Heating System Fail To Start Gate 2
Seal Heating System Low Temp. Alarm Gate 2	N/A	26	SCADAPACK 32	15	DIN16	3151-E3-03	2	3	IC694MDL240	3	16	INPUT 16	Seal Heating System Low Temp. Alarm Gate 2
Spare	N/A	27	SCADAPACK 32	16	DIN17	3151-E3-04	2	3	IC694MDL240	4	1	INPUT 1	Spare
Generator Run Status	N/A	28	SCADAPACK 32	17	DIN18	3151-E3-04	2	3	IC694MDL240	4	2	INPUT 2	Generator Run Status
Fuel Tank Leak Detection	N/A	29	SCADAPACK 32	18	DIN19	3151-E3-04	2	3	IC694MDL240	4	3	INPUT 3	Fuel Tank Leak Detection
Enclosure #1 Entry Door Opened	CR50	30	SCADAPACK 32	19	DIN20	3151-E3-04	2	3	IC694MDL240	4	4	INPUT 4	Enclosure #1 Entry Door Opened
Enclosure #2 Entry Door Opened	CR51	31	SCADAPACK 32	20	DIN21	3151-E3-04	2	3	IC694MDL240	4	5	INPUT 5	Enclosure #2 Entry Door Opened
Enclosure #3 Entry Door Opened	CR52	32	SCADAPACK 32	21	DIN22	3151-E3-04	2	3	IC694MDL240	4	6	INPUT 6	Enclosure #3 Entry Door Opened
Enclosure #1 Platform Door Opened	CR53	33	SCADAPACK 32	22	DIN23	3151-E3-04	2	3	IC694MDL240	4	7	INPUT 7	Enclosure #1 Platform Door Opened
Enclosure #2 Platform Door Opened	CR54	34	SCADAPACK 32	23	DIN24	3151-E3-04	2	3	IC694MDL240	4	8	INPUT 8	Enclosure #2 Platform Door Opened
Enclosure #3 Platform Door Opened	CR55	35	SCADAPACK 32	24	DIN25	3151-E3-04	2	3	IC694MDL240	4	9	INPUT 9	Enclosure #3 Platform Door Opened
Testing Mode - Switch SS2	CR29	36	SCADAPACK 32	25	DIN26	3151-E3-04	2	3	IC694MDL240	4	10	INPUT 10	Testing Mode - Switch SS2
Off Mode - Switch CS2	CR30	37	SCADAPACK 32	26	DIN27	3151-E3-04	2	3	IC694MDL240	4	11	INPUT 11	Off Mode - Switch CS2
Auto Mode (SCADA) - Switch SS2	CR31	38	SCADAPACK 32	27	DIN28	3151-E3-04	2	3	IC694MDL240	4	12	INPUT 12	Auto Mode (SCADA) - Switch SS2
Manual Mode - Switch CS2	CR32	39	SCADAPACK 32	28	DIN29	3151-E3-04	2	3	IC694MDL240	4	13	INPUT 13	Manual Mode - Switch CS2
Slack Hoist Rope 1 Gate 2	CR33	40	SCADAPACK 32	29	DIN30	3151-E3-04	2	3	IC694MDL240	4	14	INPUT 14	Slack Hoist Rope 1 Gate 2
Slack Hoist Rope 2 Gate 2	CR34	41	SCADAPACK 32	30	DIN31	3151-E3-04	2	3	IC694MDL240	4	15	INPUT 15	Slack Hoist Rope 2 Gate 2
Gate 2 Control Power	CR35	42	SCADAPACK 32	31	DIN32	3151-E3-04	2	3	IC694MDL240	4	16	INPUT 16	Gate 2 Control Power
Gate 1 Limit Switch Bypass	CR36	43	DI Module 5404	0	10045	3151-E3-05	2	3	IC694MDL240	5	1	INPUT 1	Gate 1 Limit Switch Bypass
Gate 2 Limit Switch Bypass	CR37	44	DI Module 5404	1	10046	3151-E3-05	2	3	IC694MDL240	5	2	INPUT 2	Gate 2 Limit Switch Bypass
Gate 1 Raise	CR38	45	DI Module 5404	2	10047	3151-E3-05	2	3	IC694MDL240	5	3	INPUT 3	Gate 1 Raise
Gate 2 Raise	CR39	46	DI Module 5404	3	10048	3151-E3-05	2	3	IC694MDL240	5	4	INPUT 4	Gate 2 Raise
Gate 1 Lower	CR40	47	DI Module 5404	4	10049	3151-E3-05	2	3	IC694MDL240	5	5	INPUT 5	Gate 1 Lower
Gate 2 Lower	CR41	48	DI Module 5404	5	10050	3151-E3-05	2	3	IC694MDL240	5	6	INPUT 6	Gate 2 Lower
Gate 1 Warning Siren On	N/A	49	DI Module 5404	6	10051	3151-E3-05	2	3	IC694MDL240	5	7	INPUT 7	Gate 1 Warning Siren On
Gate 1 Siren Silence/Reset	N/A	50	DI Module 5404	7	10052	3151-E3-05	2	3	IC694MDL240	5	8	INPUT 8	Gate 1 Siren Silence/Reset
Gate 2 Warning Siren On	N/A	51	DI Module 5404	8	10053	3151-E3-05	2	3	IC694MDL240	5	9	INPUT 9	Gate 2 Warning Siren On
Gate 2 Siren Silence/Reset	N/A	52	DI Module 5404	9	10054	3151-E3-05	2	3	IC694MDL240	5	10	INPUT 10	Gate 2 Siren Silence/Reset
Gate 1 Closed Limit Switch	CR42	53	DI Module 5404	10	10055	3151-E3-05	2	3	IC694MDL240	5	11	INPUT 11	Gate 1 Closed Limit Switch
Gate 2 Closed Limit Switch	CR43	54	DI Module 5404	11	10056	3151-E3-05	2	3	IC694MDL240	5	12	INPUT 12	Gate 2 Closed Limit Switch
Gate 1 Seal Heat On In Auto	CR44	55	DI Module 5404	12	10057	3151-E3-05	2	3	IC694MDL240	5	13	INPUT 13	Gate 1 Seal Heat On In Auto
Gate 1 Seal Heat On In Manual	CR45	56	DI Module 5404	13	10058	3151-E3-05	2	3	IC694MDL240	5	14	INPUT 14	Gate 1 Seal Heat On In Manual
Gate 2 Seal Heat On In Auto	CR46	57	DI Module 5404	14	10059	3151-E3-05	2	3	IC694MDL240	5	15	INPUT 15	Gate 2 Seal Heat On In Auto
Gate 2 Seal Heat On In Manual	CR47	58	DI Module 5404	15	10060	3151-E3-05	2	3	IC694MDL240	5	16	INPUT 16	Gate 2 Seal Heat On In Manual
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	IC694MDL240	6	1 thru 16	1 thru 16	Unwired Spare I/O Module
Gate 1 Seal Heating System Remote	CR1	300	SCADAPACK 32	1	DO1	3151-E3-06	1	2	IC694MDL330	7	2/10	OUTPUT 1	Gate 1 Seal Heating System Remote
Spare	CR2	301	SCADAPACK 32	2	DO2	3151-E3-06	1	2	IC694MDL330	7	4/10	OUTPUT 2	Spare
Gate 2 Seal Heating System Remote	CR3	302	SCADAPACK 32	3	DO3	3151-E3-06	1	2	IC694MDL330	7	6/10	OUTPUT 3	Gate 2 Seal Heating System Remote
Spare	CR4	303	SCADAPACK 32	4	DO4	3151-E3-06	1	2	IC694MDL330	7	8/10	OUTPUT 4	Spare
Gate 1 Raise Command	CR5	304	SCADAPACK 32	6	DO5	3151-E3-06	1	2	IC694MDL330	7	12/20	OUTPUT 5	Gate 1 Raise Command
Gate 2 Raise Command	CR6	305	SCADAPACK 32	7	DO6	3151-E3-06	1	2	IC694MDL330	7	14/20	OUTPUT 6	Gate 2 Raise Command
Gate 1 Lower Command	CR7	306	SCADAPACK 32	8	DO7	3151-E3-06	1	2	IC694MDL330	7	16/20	OUTPUT 7	Gate 1 Lower Command
Gate 2 Lower Command	CR8	307	SCADAPACK 32	9	DO8	3151-E3-07	1	2	IC694MDL330	7	18/20	OUTPUT 8	Gate 2 Lower Command
Gate 1 Stop Command	CR9	308	SCADAPACK 32	11	DO9	3151-E3-07	1	2	IC694MDL330	8	2/10	OUTPUT 1	Gate 1 Stop Command
Gate 2 Stop Command	CR10	309	SCADAPACK 32	12	DO10	3151-E3-07	1	2	IC694MDL330	8	4/10	OUTPUT 2	Gate 2 Stop Command
Annunciator	CR11	310	SCADAPACK 32	13	DO11	3151-E3-07	1	2	IC694MDL330	8	6/10	OUTPUT 3	Annunciator
Spare	CR12	311	SCADAPACK 32	14	DO12	3151-E3-07	1	2	IC694MDL330	8	8/10	OUTPUT 4	Spare
Spare	CR13	312	SCADAPACK 32	16	DO13	3151-E3-07	1	2	IC694MDL330	8	12/20	OUTPUT 5	Spare
Spare	CR14	313	SCADAPACK 32	17	DO14	3151-E3-07	1	2	IC694MDL330	8	14/20	OUTPUT 6	Spare
Spare	CR15	314	SCADAPACK 32	18	DO15	3151-E3-07	1	2	IC694MDL330	8	16/20	OUTPUT 7	Spare
Spare	CR16	315	SCADAPACK 32	19	DO16	3151-E3-07	1	2	IC694MDL330	8	18/20	OUTPUT 8	Spare
Generator Fuel Tank Level	N/A	501	SCADAPACK 32	A10	30001	3151-E3-10	2	3	IC694ALG222	9	3/19	CHANNEL 1	Generator Fuel Tank Level
Primary Level	N/A	509	AI Module 5506	P3, CH. 0	30005	3151-E3-10	2	3	IC694ALG222	9	4/19	CHANNEL 2	Primary Level
Standby Level	N/A	503	AI Module 5506	P3, CH. 1	30002	3151-E3-10	2	3	IC694ALG222	9	5/19	CHANNEL 3	Standby Level
Gate 1 Position Encoder (0-100%)	N/A	505	AI Module 5506	P3, CH. 2	30003	3151-E3-10	2	3	IC694ALG222	9	6/19	CHANNEL 4	Gate 1 Position Encoder (0-100%)
Gate 2 Position Encoder (0-100%)	N/A	507	AI Module 5506	P3, CH. 3	30004	3151-E3-10	2	3	IC694ALG222	9	7/19	CHANNEL 5	Gate 2 Position Encoder (0-100%)
Spare	N/A	511	AI Module 5506	P3, CH. 5	30006	3151-E3-10	2	3	IC694ALG222	9	8/19	CHANNEL 6	Spare
Spare	N/A	513	AI Module 5506	P3, CH. 6	30007	3151-E3-10	2	3	IC694ALG222	9	9/19	CHANNEL 7	Spare
Spare	N/A	515	AI Module 5506	P3, CH. 7	30008	3151-E3-10	2	3	IC694ALG222	9	10/19	CHANNEL 8	Spare
Spare	N/A	N/A	N/A	N/A	N/A	3151-E3-10	2	3	IC694ALG222	9	11-18	CH. 9 - 16	Spares
Gate 1 Height Output Setpoint	N/A	700/701	AO Module 5302	3/4	40020	3151-E3-10	2	3	IC694ALG392	10	3/19	CHANNEL 1	Gate 1 Height Output Setpoint
Gate 2 Height Output Setpoint	N/A	702/703	AO Module 5302	5/6	40021	3151-E3-10	2	3	IC694ALG392	10	5/19	CHANNEL 2	Gate 2 Height Output Setpoint
Gate 1 Current Height Output To Display	N/A	704/705	AO Module 5302	7/8	40022	3151-E3-10	2	3	IC694ALG392	10	7/19	CHANNEL 3	Gate 1 Current Height Output To Display
Gate 2 Current Height Output To Display	N/A	706/708	AO Module 5302	9/10	40023	3151-E3-10	2	3	IC694ALG392	10	9/19	CHANNEL 4	Gate 2 Current Height Output To Display
Spares	N/A	N/A	N/A	N/A	N/A	3151-E3-10	2	3	IC694ALG392	10	5 thru 8	5 thru 8	Spares

APPENDIX B*

POMPTON DAM EXISTING DRAWINGS BY PCS
last revd. 11-25-06

CONTRACT #2128

APPENDIX C*

POMPTON DAM REVISED DRAWINGS by Jacobs
last revd. 6-11-21 and new dwg 8-25-21

CONTRACT #2128

APPENDIX D*

OM MANUAL POMPTON LAKE DAM Volume 1

CONTRACT #2128

ATTACHMENT #1

ACCESS APPROVAL

Pages (1) One

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 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

**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
DONALD C. KUSER
WAYNE, NJ
JAMES L. CASSELLA
EAST RUTHERFORD, NJ
CRISTINA M. CUTRONE
FAIR LAWN, NJ
TERRANCE J. DUFFY
WEST MILFORD, NJ



ONE F.A. ORECHIO DRIVE
WANAQUE, NJ 07465
973-835-3600 FAX: 973-835-6701
E-Mail: 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 ____, 2024 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 #2128 POMPTON LAKE DAM PLC UPDATE PROJECT** 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 #3

IRAN INVESTMENT ACTIVITIES

Pages (1) Three

**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: _____

CONTRACT #2128

ATTACHMENT #4

DISABLED VETERAN-OWNED BUSINESS SET-ASIDE PROGRAM

APPENDIX []

NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION REQUIREMENTS FOR DISABLED VETERAN-OWNED BUSINESS SET-ASIDE PROGRAM

The following pages provide Bidders and Responders with information about the North Jersey District Water Supply Commission (the "Commission") Disabled Veteran-Owned Business ("DVOB") Set-Aside Program requirements for non-federally funded contracts and subcontracts. Clarification of the DVOB specifications, along with assistance in completing the required forms, can be obtained by calling the Compliance Manager at the Commission's Office of Equal Employment Opportunity (hereinafter "Office of EEO") at [_____].

CONTRACT CLAUSE

It is the policy of the Commission that DVOBs, as determined and defined by the State of New Jersey, Department of the Treasury, Division of Revenue and Enterprise Services ("Division") in N.J.A.C. 17:14-1.1 et seq., have the opportunity to compete for and participate in the performance of contracts and subcontracts for services in accordance with the New Jersey Set-Aside Act for Disabled Veteran's Businesses, N.J.S.A. 52:32-31.1 et seq. (P.L. 2015, c. 116). The Commission further requires that its contractors shall agree to take all necessary and responsible steps, in accordance with the aforementioned regulations, to ensure that DVOBs have these opportunities.

This language is included to ensure that all persons who enter into any form of contractual agreement with the Commission, are aware of their responsibilities and the commitment of the Commission to see that its Disabled Veteran-Owned Business Set-Aside Program ("Program") is carried out in all instances.

The Contractor agrees to make a good faith effort to award at least 3% of this Contract to Subcontractors registered by the Division as a DVOB firm. Subcontracting goals do not apply if the prime Contractor is a registered DVOB firm.

The following actions shall be taken by a bidder in establishing a good faith effort to solicit and award subcontracts to eligible disabled veteran-owned businesses, as established in the RFB or RFP:

- 1) The bidder shall attempt to locate qualified potential disabled veteran-owned business subcontractors;
- 2) The bidder shall consult the disabled veteran business database if none are known to the bidder;
- 3) The bidder shall keep a record of its efforts, including the names of businesses contacted and the means and results of such contacts, as well as documentation on any good faith efforts to solicit and award any subcontract to an eligible disabled veteran-owned business; and
- 4) The bidder shall provide all potential subcontractors with detailed information regarding the specifications.

Bidders and responders shall in all respects comply with the requirements of Appendix [] governing the DVOB Program.

EXPLANATORY NOTE

The following information is provided by the Commission to prospective Bidders and Responders in an effort to promote and encourage participation in its Program for businesses registered with the Division as a DVOB. The information provided below is not a complete reproduction of the regulations governing DVOB registration and participation. Accordingly, to the extent that any of the information contained below conflicts with the applicable regulations, the regulations shall govern. Interested parties are encouraged to obtain a complete copy of the applicable

regulations (N.J.A.C. 17:14-1.1 et seq.) prior to registering with the Division and submitting bids or responses to the Commission.

I. Standards of eligibility for disabled veteran-owned businesses for goods and services and for construction contracts

See N.J.A.C. 17:14-2.1.

- (a) In order to be eligible as a disabled veteran-owned business, a business must satisfy the following criteria:
1. The business must be independently owned and operated, as evidenced by its management being responsible for both its daily and long-term operation, and its management owning and controlling at least 51 percent interest in the business;
 2. The business must be incorporated or registered to do business in the State and have its principal place of business in New Jersey; and
 3. The business owner must have Federal certification from the Department of Veteran's Affairs as having a service-connected disability.

II. Obligation to provide information; penalties for failure to provide complete and accurate information (N.J.A.C. 17:14-2.2)

See N.J.A.C. 17:14-14-2.2

- (a) Applicants under this chapter shall accurately and honestly supply all information required by the Division.
- (b) When a business has been approved as a disabled veteran-owned business on the basis of false information knowingly supplied by the business, and the business has been awarded a contract, or a subcontract thereto, the Unit, after notice and opportunity for a contested case hearing pursuant to N.J.S.A. 52:14B-1 et seq., and 52:14F-1 et seq., and N.J.A.C. 1:1, shall:
1. Assess the business any difference between the contract amount and what the cost would have been if the contract had not been awarded in accordance with the provisions of N.J.S.A. 52:32-31 et seq.;
 2. Assess the business a penalty in the amount of 10 percent of the amount of the contract or subcontract involved;
 3. Order the business ineligible to transact any business with a contracting agency for a period between three months and one year; and
 4. Order the Division to disallow the registration of the business as a disabled veteran-owned business for a period of one year from the State's database.
- (c) Any business approved by the Division as a disabled veteran-owned business shall immediately apprise the Division of any circumstances that might affect the eligibility of the business under this chapter.
- (d) The failure of a business to report any such changed circumstances, or the intentional and/or knowing reporting of false information, shall disqualify the business for inclusion in the database under this chapter for a period of one year.
- (e) When a business has been registered as a disabled veteran-owned business on the basis of false information knowingly supplied by the business, but the business has not been awarded a contract, the Unit, after notice and opportunity for a contested case hearing pursuant to N.J.S.A. 52:14B-1 et seq., and 52:14F-1 et seq., and N.J.A.C. 1:1, shall order the Division to disallow the registration of the business as a disabled veteran-owned business from the State's database for a period of one year.

III. Registration procedures for disabled veteran-owned businesses

See N.J.A.C. 17:14-3.1.

- (a) A business seeking to register as a disabled veteran-owned business shall comply with the following registration procedures:
 1. The business shall register at www.newjerseybusiness.gov, for Premier Business Services; and
 2. The business shall apply to the Division by completing the Vendor Registration Form, available online at www.nj.gov/njbgs.
 - i. As part of its application to the Division, a business shall document its principal place of business, independent status, number of employees, and its gross revenues. This documentation shall include all forms and reports requested by the Division on the Vendor Registration Form.
 - ii. If an applicant knowingly supplies inaccurate or false information, the application shall be denied under this chapter, the business shall be disqualified from inclusion in the disabled veteran-owned business database pursuant to N.J.A.C. 17:14-2.2, and the business may be subject to adverse action, including, but not limited to, debarment, suspension, or disqualification by contracting agencies, the Attorney General, or other enforcement agencies.
- (b) When an application for registration as a disabled veteran-owned business has been completed, the Division shall determine whether to approve it and notify the business of its decision. If approved, the Division will issue the business a registration certification and add the business to the disabled veteran-owned business database.
- (c) The disabled veteran-owned business database shall be used by contracting agencies to confirm eligibility of a business for set-aside contracts and subcontracts and in reporting progress toward established contract award goals.
- (d) Every five years, no later than 20 days prior to expiration of the disabled veteran-owned business's registration, and not earlier than 60 days prior to the expiration of such registration, a business interested in remaining registered as a disabled veteran-owned business shall comply with the registration procedures under (a) above.
- (e) Annually, the business shall submit, prior to the anniversary of the registration notice, a verification statement, in which it shall attest that there has been no change in the ownership, revenue eligibility, or control of the business at the State's website, www.nj.gov/njbgs.
 - i. If the business fails to submit the annual verification statement by the anniversary date of the registration notice, the registration will lapse and the business will be deemed revoked from the State's disabled veteran-owned business database. If the business seeks to be registered after revocation, it will have to reapply.
 - ii. If the business submits the annual verification statement by the anniversary date of the original registration notice, but either the verification statement or other information received by the Division indicates that the business is no longer eligible for registration as a disabled veteran-owned business, the Division shall revoke the registration pursuant to this chapter and following revocation, the business shall be deemed revoked from the State's disabled veteran-owned business database. The business may appeal this revocation pursuant to the procedures set forth at N.J.A.C. 17:14-3.4.

IV. Time for application to register as a disabled veteran-owned business

See N.J.A.C. 17:14-3.2.

- (a) A business may apply to the Division at any time to be registered as a disabled veteran-owned business and to be placed on the disabled veteran-owned business database.

- (b) If a business is to be eligible to bid on a specific set-aside contract or participate in the subcontracting goal programs for purposes of this chapter, it must be validly registered as a disabled veteran-owned business by the Division on or before the date the bid or proposal is due.

V. Procedures for challenging a business registered as a disabled veteran-owned business

See N.J.A.C. 17:14-3.3.

- (a) The qualification under this chapter of a business as a disabled veteran-owned business may be challenged by any third-party.
 - 1. A registration challenge shall be made in writing to the Unit, setting forth the factual basis for the challenge. The Unit shall provide a copy of the challenge and a notice granting the opportunity for a hearing to the challenged business. Where a particular contract is at issue, the Unit shall also provide a copy of the challenge to the contracting agency.
 - 2. A registration challenge to the Unit may concern only the qualification of the business under this chapter as a disabled veteran-owned business. Any challenge to a business's qualifications to perform a contract shall be referred to the appropriate contracting agency.
- (b) When the Unit receives a registration challenge, upon request of the business whose registration is at issue, the Unit Manager or a designee shall conduct a hearing on the matter as follows:
 - 1. The Unit shall notify all interested parties (including, but not limited to, the challenging party, the business whose registration is at issue, and any affected contracting agency) of the time and place of the hearing, and of the right to attend and be represented at the hearing.
 - 2. The burden of proof lies with the challenger to establish that the business whose registration is at issue is not qualified and/or not properly registered as a disabled veteran-owned small business under this chapter. However, the Unit may use its own resources to ascertain the validity of a challenge and the status of a business.
 - 3. The hearing will be conducted by the Unit Manager or his or her designee. The Unit Manager will issue a written report within seven working days following the close of the hearing.
 - 4. At the discretion of the Unit Manager or his or her designee, participants at the hearing may be permitted to file written exceptions to the report no later than five working days after the date on which the report is made available to the business.
 - 5. If no exceptions are filed, or permitted to be filed, under (b)4 above, the decision shall be final. If exceptions are filed under (b)4 above, after reviewing the exceptions, the Unit Manager will issue a final decision on the challenge and notify the parties by letter.
 - 6. A challenge to a business's eligibility shall not stay the contract award process.

VI. Procedures for denial, non-conferral, or revocation of registration as a disabled veteran-owned business

See N.J.A.C. 17:14-3.4.

- (a) If the Division chooses to not confer or deny an application for a disabled veteran-owned business registration, or revokes a registration as a disabled veteran-owned business, the Division shall so notify the business. The denial or revocation is effective as of the date of the Division's notice to the business of its denial or revocation determination.
- (b) When a business has been denied registration or has had its registration revoked, the business has the right to an appeal. The appeal procedures in this section govern denials and revocations, except for revocations on the basis of false information knowingly supplied by the business or failure to submit the annual verification statement. Revocation based on false information knowingly supplied by the business is addressed by the procedures at N.J.A.C. 17:14-2.2.

- (c) Within 10 days from receipt of the denial or revocation notification, the business that received the notification may request, in writing to the Unit, an appeal hearing. The appeal may concern only the qualification of the business under this chapter as a disabled veteran-owned business. When the Division receives an appeal, it shall conduct a hearing on the matter as follows:
1. The Unit shall notify the business of the time and place of the hearing and of the right of the business to appear and be represented by counsel at the hearing.
 2. The appeal request shall include all information, including any relevant documents, available to the appealing business relevant to the appeal.
 3. The burden of proof lies with the appealing business to show that the denial or revocation of the business registration was in error, and that the appealing business meets all of the requisite qualifications under this chapter to be registered as a disabled veteran-owned business.
 4. The hearing will be conducted by the Unit Manager or a designee. The Unit Manager shall issue a written report within seven days of the close of the hearing.
 5. At the discretion of the Unit Manager or his or her designee, the business may be permitted to file written exceptions to the report no later than five working days after the date on which the report is made available to the business.
 6. If no exceptions are filed, or permitted to be filed, under (c)5 above, the decision shall be final. If exceptions are filed under (c)5 above, after reviewing the exceptions, the Unit Manager shall issue a decision on the appeal and notify the business by facsimile (or other electronic means) and letter.

VII. Subcontracting goal program and procedures

See N.J.A.C. 17:14-4.2.

- (a) When deemed appropriate, any contracting agency, consistent with its contracting authority, may establish and administer a subcontracting goal program in lieu of, or as a supplement to, the set-aside program.
- (b) Each contracting agency shall maintain records regarding subcontracts awarded pursuant to this program. The procedures shall include the following provisions:
 1. The contracting agency shall review its schedule of contracting opportunities, and establish a method of determining which upcoming contracts are suitable for the subcontracting goal program.
 - i. Factors to be considered when making the determination that a particular contract is suitable for inclusion in this program include, but are not limited to: the minimum number of contractors assigned to a commodity code, the total dollar amount of the Project and subcontracting opportunities on the Project, and the number of available eligible businesses in geographical proximity to the Project site.
 - ii. The designation of a particular RFB or RFP as a disabled veteran-owned business set-aside subcontracting opportunity shall be made prior to the public advertisement.
- (c) For construction contracts, the contracting agency shall review the Project to determine whether the disabled veteran-owned business set-aside goals are appropriate, or can be reasonably attained given the elements of the job. The contracting agency may review the Division's list of classified contractors to determine the number of eligible businesses, as established at N.J.A.C. 17:14-2.1, that may reasonably be expected to participate in the Project, giving consideration to the geographic location, required trades, and estimated dollar value of the Project.
 1. The disabled veteran-owned business enterprise goal for construction projects set-aside can be reached either at the prime or subcontractor level.

2. The public advertisement shall include a notice to prospective bidders disclosing the disabled veteran-owned business goal for the contract.
 3. Bidders shall provide sufficient documentation of its good faith efforts to meet the set-aside goal either with its bid, or within 10 days of a request by the contracting agency. Failure to comply may preclude award of a contract to a bidder.
- (d) Each bidder awarded a contract for a procurement that contains the set-aside subcontracting goal requirement, shall fully cooperate in any studies or surveys that may be conducted by the contracting agency to determine the extent of the bidder's compliance with this chapter.

VIII. Good faith efforts of bidders; requirements

See N.J.A.C. 17:14-4.3.

- (a) The following actions shall be taken by a bidder in establishing a good faith effort to solicit and award subcontracts to eligible disabled veteran-owned businesses, as established in the RFB or RFP:
 1. The bidder shall attempt to locate qualified potential disabled veteran-owned business subcontractors;
 2. The bidder shall consult the disabled veteran business database if none are known to the bidder;
 3. The bidder or responder shall keep a record of its efforts, including the names of businesses contacted and the means and results of such contacts, as well as documentation on any good faith efforts to solicit and award any subcontract to an eligible disabled veteran-owned business; and
 4. The bidder or responder shall provide all potential subcontractors with detailed information regarding the specifications.

IX. Exemptions from set-aside program

See N.J.A.C. 17:14-4.4.

In those circumstances where federal law, rules, or regulations permit or require a procurement procedure other than those prescribed in this chapter, the contracting agency shall follow the federal procedures notwithstanding the provisions of this chapter, provided that the contracting agency issues a written declaration that such federal laws, rules, or regulations are in effect.

X. Good faith efforts of Contractor

- (a) The Commission requires that SBE/DVOB Forms A, B, C and D, as applicable, which are located on the Commission website, be submitted within seven (7) days after Notice of Award. However, the Commission may extend the deadline for this requirement at its sole discretion.
- (b) If the Contractor submits the SBE/DVOB forms within the requested timeframe, but fails to meet the DVOB goal, a fully completed and notarized SBE/DVOB Form D must be submitted, and the Commission will evaluate the efforts made by the Contractor to determine whether a demonstration of good faith efforts has been made.

XI. Post-Award Obligations

- (a) General Instructions:
 1. Refer to the Commission's SBE/DVOB Participation Schedule ("Form A"). The listing of a DVOB firm by a Contractor on Form A shall constitute a representation by the Contractor to the Commission that such DVOB firm is qualified and not unavailable, and a commitment by the Contractor that it will enter into a subcontract with such DVOB firm for the portion of the work described in Form A and at the price set forth in its Bid or Response. A DVOB Contractor which lists itself on Form A is committed to performing the work indicated with its own personnel.

2. A database of DVOBs is maintained by the State, accessible via a link on the Division's webpage at https://www20.state.nj.us/TYTR_SAVI/vendorSearch.jsp; the database lists vendors by designation, including DVOBs, and is available for use by contracting agencies and others in confirming eligibility for set-aside contracts and subcontracts and in reporting progress toward established contract award goals. Use of this listing does not relieve the Contractor of its responsibility to seek DVOB participation from other sources.
3. Whenever the Commission issues Project Change Orders, the Commission may determine if increased DVOB participation will be required.
4. If at any time the Contractor believes or has reason to believe that a proposed DVOB has become unavailable or, due to change in ownership or management responsibility, does not meet the standards set forth in Article II, the Contractor shall, within 10 days, notify the Commission of that fact. Within 15 days thereafter, the Contractor shall, if necessary to achieve the stated goal, make every reasonable effort to subcontract the same or other work to other DVOB firms.
5. Should a DVOB become ineligible during the course of this Contract, effective as of the date of ineligibility, further contractual dollars expended with the DVOB shall not be counted toward the DVOB goal. Within 15 days after notification by the Commission to the Contractor of the ineligible DVOB, the Contractor shall make every reasonable effort to satisfy the DVOB goal. The Contractor's effort to continue to meet the DVOB goal shall be coordinated with the Office of EEO.
6. To ensure that all obligations under subcontracts awarded to DVOBs are met, the Commission shall review the prime Contractor's DVOB involvement efforts during the performance of the contract. The Contractor shall monitor the performance of and collect and report data on DVOB participation to the Office of EEO. The form will be reviewed to determine Contract compliance with respect to the DVOB goal. Failure to submit this report may result in suspension of payments as provided in the section titled "Audit and Penalties" below. If, at any time, the Commission has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, it shall refer the matter to the Attorney General of the State of New Jersey.
7. The Contractor agrees to pay each subcontractor and supplier for satisfactory performance of its subcontract no later than ten (10) days from the receipt of each payment the Contractor receives from the Commission.
8. In accordance with N.J.S.A. 52:32-41:
 - a. Prior to the issuance of a progress payment by an agency to a prime Contractor, the prime Contractor shall certify to the State agency that a subcontractor or supplier has been paid any amount due from any previous progress payment and shall be paid any amount due from the current progress payment, or that there exists a valid basis under the terms of the subcontractor's or supplier's contract to withhold payment from the subcontractor or supplier and therefore payment is withheld.
 - b. If the prime Contractor withholds payment from a subcontractor or supplier, the prime Contractor shall provide to the subcontractor or supplier written notice of a withholding of payment. The notice shall detail the reason for withholding payment and state the amount of payment withheld. A copy of the notice shall be provided to the bonding company providing the performance bond for the general Contractor, and to the contracting agency.
 - c. In addition to any amount due, a subcontractor or supplier shall also receive from a prime Contractor interest on the amount due at a rate equal to the prime rate plus 1% if a subcontractor or supplier is not paid within 10 calendar days after receipt by the prime Contractor of payment by a contracting agency for completed work which is the subject of a subcontract or a material supply agreement and if no valid basis exists for withholding payment. This interest shall begin to accrue on the 10th calendar day after receipt of payment by the prime Contractor. In addition, a subcontractor or supplier shall receive any court costs incurred by the subcontractor or supplier to collect payments withheld without a

valid basis by the prime Contractor.

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

(b) Substitution of DVOBs

Except as provided herein, the Contractor shall not have the work performed, or the materials or supplies furnished, by any other DVOB firm other than those named in Form A. However, the Contractor may, in unusual situations, be permitted to substitute a subcontractor(s). A request for substitution must be in writing, with complete justification for the request. The Contractor must have approval of the Commission before substitution of the DVOB subcontractor, regardless of the reason for the substitution. Failure to obtain approval from the Commission could result in the prime Contractor being found to be in “noncompliance” with the requirements of the contract. The term “unusual situations” includes, but is not limited to, a DVOB subcontractor’s or DVOB joint venture partners:

1. Failure to qualify as a DVOB or maintain DVOB registration status.
2. Death or physical disability, if the named subcontractor or DVOB partner of the joint venture is an individual.
3. Dissolution, if a corporation or partnership.
4. Bankruptcy of the subcontractor, subject to applicable bankruptcy laws, and only in instances where the bankruptcy affects the subcontractor’s ability to perform.
5. Inability to obtain, or loss of, a license necessary for the performance of the particular category of work.
6. Failure or inability to comply with a requirement of law applicable to the subcontract work.
7. Material failure to comply with the terms and conditions of the subcontract.
8. Material failure to successfully perform the subcontract tasks.

XII. Audit and Penalties

The Contractor is advised that failure to carry out the requirements of these specifications shall constitute a breach of contract and may result in termination of the contract by the Commission, or such remedy as the Commission deems appropriate. During the performance of the contract, and for a period of up to three (3) years following completion of the contract work, the Commission may conduct reviews for compliance with the requirements of the DVOB Program. Such reviews may include the evaluation of monthly reports, desk audits and site visitations. Where a prime Contractor, or any Subcontractor, is found to be in noncompliance with the requirements of the DVOB Program during the performance of the contract, it will be required to take corrective action. If corrective action is not promptly taken by the offending Contractor, the following sanctions may be instituted (singularly, in any combination and in addition to any other remedies provided by law):

1. The Commission may withhold further payments under the Contract.
2. The Contract may be terminated for breach.
3. Suspension or debarment proceedings may be commenced in accordance with New Jersey law and the Commission regulations.
4. The Contract Bond may be enforced.

XIII. The Commission Program: Post-Award Submittals

Copies of the following forms are located on the Commission website:

- (a) Form A: SBE/DVOB Participation Schedule
List all DVOB firms scheduled to participate in the contract, including scope of work to be performed and the dollar value of their anticipated participation. Additionally, the name of the Contractor's DVOB liaison officer should be included on this form. Upon execution of a contract with the Commission, the prime Contractor must enter into a formal agreement with the DVOB(s) listed on Form A. There can be no substitution of the DVOB(s) listed on Form A without the prior written approval of the Commission. If, for any reason Form A is not completed, then the Contractor must complete and provide Form D (see below).
- (b) Form B: Intent to Perform as a Subcontractor (If applicable)
For each SBE or DVOB owned firm listed on Form A, Contractor shall include a complete and signed Form B. This Form B is not required for set aside contract awards, nor in cases wherein the Contractor is an SBE/DVOB itself.
- (c) Form C: Affidavit of SBE/DVOB
Each SBE or DVOB firm to be utilized must sign Form C attesting to its validity as a SBE or DVOB.
- (d) Form D: SBE/DVOB Unavailability Certification (if applicable)
If the Contractor is unable to identify SBE(s) or DVOB(s) as required to meet the targeted goal set for this Contract, the Contractor shall complete and attach this form which documents the Contractor's good faith efforts to do so.
- (e) Form E: SBE/DVOB Certificate of Participation
This is the payment report that must be completed on a monthly basis by the Contractor, unless the Contractor is a DVOB itself.
- (f) Form F: SBE/DVOB Certificate of Participation (Prime is SBE/DVOB)
If the Contractor is a SBE or DVOB itself, the Contractor shall complete this form and attach it with every Pay Estimate.

XIV. Definitions (N.J.A.C. 17:14-1.2)

The following words and terms, when used in this chapter, shall have the following meanings, unless the context clearly indicates otherwise.

"Bidder" means any individual or business entity submitting a proposal, quotation, or other offer to do business with the State of New Jersey [or any political subdivision thereof, including the Commission] in response to an invitation for bids.

"Bidding threshold" means the dollar limit placed on all public contracting agencies pursuant to N.J.S.A. 52:34-7 or 52:25-23 to establish when public advertisement of bids is required.

"Construction contract" means any contract to which the State or any other contracting agency is a party involving any construction, renovation, reconstruction, rehabilitation, alteration, conversion, extension, or demolition of or repair or other changes or improvements of any kind whatsoever to any public structure or facility. The term also includes contracts for consultant services, supervision, inspection, and other functions incidental to actual construction.

"Consultant" means an architect, engineer, construction manager, or other provider of technical and professional services.

"Contractor" means any party awarded a contract or agreement to provide goods and services or design and/or construction services.

"Delegated purchasing authority" means the authority to award contracts below the bid threshold amount pursuant to authority delegated by the Director, Division of Purchase and Property (See N.J.S.A. 52:25-23) or for design and construction contracts pursuant to the authority delegated by the Director, Division of Property Management and Construction (see N.J.S.A. 52:34-7).

"Department" means the Department of the Treasury.

"Director" means the head of the Division of Revenue and Enterprise Services in the Department of the Treasury.

"Disabled veteran-owned business" means a business that has its principal place of business in the State, is independently owned and operated, and at least 51 percent of which is owned and controlled by persons who are disabled veterans or a business that has its principal place of business in this State and has been officially verified by the United States Department of Veterans' Affairs as a service disabled veteran-owned business for the purposes of federal department contracts pursuant to federal law.

"Disabled veteran business database" means the State database that is accessible via a link on the Division's webpage at www.nj.gov/njbgs; the database lists disabled veteran-owned businesses and is available for use by contracting agencies and others in confirming eligibility for set-aside contracts and subcontracts and in reporting progress toward established contract award goals.

"Disabled veteran-owned business set-aside unit" or "Unit" means the section in the Department of the Treasury that provides oversight and direction for the disabled veteran-owned business set-aside program for the State of New Jersey.

"Division of Property Management and Construction" or "DPMC" means the division within the Department of the Treasury that provides a centralized design and construction contract procurement and administration service for other State agencies pursuant to N.J.S.A. 52:18A-151 et seq.

"Division of Purchase and Property" means the division within the Department of the Treasury that provides centralized procurement of goods and services for Executive Branch State agencies pursuant to N.J.S.A. 52:27B-56.

"Division of Revenue and Enterprise Services" or "Division" means the division in the Department of the Treasury that administers the registration of disabled veteran-owned business enterprises.

"Goal" means the statutorily determined percentage of contracting dollars awarded by each contracting agency to disabled veteran-owned businesses in order to comply with the statutory set-aside provisions. It includes the percentage of contracting dollars that the contracting agency makes a good faith effort to award to disabled veteran-owned businesses.

"Request for Bids" or "RFB" means the document issued by a contracting agency to initiate an advertised bidding and contract award process, and includes Requests for Proposals (RFPs). The RFB establishes the contract's terms and conditions, the product and/or service specifications, and the bidding eligibility to businesses approved as disabled veteran-owned business entities.

"Premier Business Services" means online business services provided via the State's business portal at www.nj.gov/njbusiness/home/pbs/, which include tax filing and payment services for which a business must register as part of its disabled veteran-owned business application.

"Principal place of business" means the location where 51 percent or more of a business' employees work, as evidenced by the payment of unemployment taxes, or the location where 51 percent or more of business operations occur, as supported by income or business tax returns.

"Registration" means the process by which any disabled veteran-owned business can have its eligibility for participation in the Department's disabled veteran-owned business programs determined.

"Request for Proposals" or "RFP" means the document issued by a contracting agency to initiate an advertised bidding proposal and contract award process.

"Set-Aside Act" means the New Jersey Set-Aside Act for Disabled Veteran's Businesses, N.J.S.A. 52:32-31.1 et seq. (P.L. 2015, c. 116).

"Set-aside contract," for the purposes of construing and applying the rules in this chapter only, means a contract,

specifically designated by a contracting agency, in whole or in part, for award to a disabled veteran-owned business, which may include a component allowing the use of subcontractors to satisfy the requirements of a set-aside.

"State contracting agency" or a "contracting agency" means any board, commission, committee, authority, division, department, college, or university of the State, or any other political subdivision thereof, that possesses the legal authority to enter into or award contracts for goods and services or design and construction contracts.

"Subcontractor" means a third-party that is engaged by a Contractor to perform all or part of the goods, services, or construction services included in a contract.

"Term contract" means an award made by a contracting agency, in which a source of supply for a product or service is established for a specific period of time. A term contract is generally applied when a contracting agency:

1. Establishes a fixed unit price, hourly rate, or discount for items or services to be purchased thereunder;
2. Provides for some estimated dollar volume or minimum quantities to be purchased; or
3. Provides for the rebidding of any single purchase that exceeds a specified maximum amount.

"Treasurer" means the Treasurer of the State of New Jersey or his or her designee.

"Vendor Registration Form" means the form available via a link on the Division's website at www.nj.gov/njbgs, that a business completes when applying to register as a disabled veteran-owned business under this chapter.

"Veteran" means any citizen and resident of this State honorably discharged, or released under honorable circumstances, who served in any branch of the Armed Forces of the United States, or a Reserve component thereof, for at least 90 days and shall include disabled veterans.

**NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION
SMALL BUSINESS ENTERPRISE ("SBE") PROGRAM AND
DISABLED VETERAN-OWNED BUSINESS ("DVOB") SET-ASIDE PROGRAM
FORM A*
SBE/DVOB PARTICIPATION SCHEDULE**

Bid Solicitation Number: _____ Project Title: _____

SBE GOAL% _____ DVOB GOAL% _____

NAME AND ADDRESS OF SBE 1, 2, 3, 4 and/or 5, 6 or DVOB SUBCONTRACTOR	S B E 1	S B E 2	S B E 3	S B E 4	S B E 5	S B E 6	D V O B	** M B E	** W B E	TYPE OF WORK TO BE PERFORMED	DOLLAR AMOUNT OF SUBCONTRACTOR WORK***	SUB- CONTRACT %

The undersigned will enter into a formal agreement with the SBE(s)/DVOB(s) listed in this schedule conditioned upon execution of a contract with the Commission for the above referenced project.

Authorized Signature: _____ Name of Company: _____

Print Name: _____ Title _____ Prime Contractor's Liaison Officer: _____

Company Phone # _____ Company Address: _____

This form MUST be completed and submitted within seven (7) days after Notice of Award.

SBE Prime or DVOB Prime Contractors need only to complete this form for their firm.

* In the event Form A cannot be completed, or if the percentage of the goal for the contract is not met, Form D must be completed.

** The provision of this information is voluntary and will not be considered in determining the successful bid or in calculating SBE or DVOB participation.

*** Eliminate Price in Professional Service Contracts Only.

**NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION
SMALL BUSINESS ENTERPRISE ("SBE") PROGRAM AND
DISABLED VETERAN-OWNED BUSINESS ("DVOB") SET-ASIDE PROGRAM
FORM B
INTENT TO PERFORM AS A SUBCONTRACTOR**

TO: _____ BID SOLICITATION NUMBER: _____

(Name of Prime Contractor)

PROJECT TITLE: _____

The undersigned intends to perform subcontract work in connection with the above-mentioned project as (Check One):

___ Individual ___ Corporation ___ Partnership ___ Joint Venture ___ L.L.C. ___ Other

The SBE or DVOB Category status of the undersigned is confirmed on the attached Affidavit of SBE or DVOB (SBE-DVOB Form C).

The undersigned is prepared to perform the following described work in connection with the above-referenced project:

and at the following price: _____

NOTE: Eliminate Price on Professional Service Contracts Only.

The Prime Contractor has projected the following commencement date for such work, and the undersigned projects completion of such work as follows:

_____ Project Commencement Date _____ Projected Completion Date

With respect to the proposed subcontract described above, ___% of the dollar value of such subcontract will be subcontracted and/or awarded to Non-SBE Contractors and/or Non-SBE Suppliers and/or Non-DVOB Contractors and/or Non-DVOB Suppliers.

The undersigned will enter into a formal agreement for the above work with the Prime Contractor conditioned upon execution of a contract with the Commission. As a SBE or DVOB Subcontractor, I will cooperate with the certification and monitoring process set forth by the Commission for the referenced project.

Signature of SBE or DVOB Date

Name of SBE or DVOB Firm

Type Name

Address

Type Title

Telephone Number/Email

**NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION
SMALL BUSINESS ENTERPRISE ("SBE") PROGRAM AND
DISABLED VETERAN-OWNED ("DVOB") SET-ASIDE PROGRAM
FORM C
AFFIDAVIT OF SBE/DVOB**

Bid Solicitation Number: _____ Project Title: _____

I, _____ (Name) **HEREBY DECLARE AND AFFIRM** that I am the
_____ (Title) and duly authorized representative of the firm of
_____ (Firm) located in the State of _____ .

Bidder acknowledges and affirms that he/she is registered and approved in good standing with the State of New Jersey, Department of the Treasury, Division of Minority & Women Business Development ("Division") as an SBE or DVOB and has been placed on the Division's small vendor list. This status must be achieved on or before the date the bids are received and opened.

*****ATTACHED IS A COPY OF OUR SBE OR DVOB REGISTRATION CERTIFICATE.*****

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

Signature:

Date:

On this _____ day of _____, 20____, before me _____ (Name of Notary Public), the person described in the foregoing Affidavit acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

In Witness whereof, I hereunto set my official seal.

Notary Public

(Seal)

My Commission Expires: _____

**NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION
SMALL BUSINESS ENTERPRISE ("SBE") PROGRAM
AND DISABLED VETERAN-OWNED ("DVOB") SET-ASIDE PROGRAM
FORM D
SBE/DVOB UNAVAILABILITY CERTIFICATION**

Contract Number: _____ Project Title: _____

I, _____ (Name), _____ (Title),
of _____ (Prime Contractor)

located in the STATE OF _____

certify that on _____ (Date), I contacted the following SBE(s) and DVOB(s) to obtain a Bid for work items to be performed on the Project named above.

To the best of knowledge and belief, each SBE or DVOB identified in this form was unavailable for work on this project, exclusive of unavailability due to lack of agreement on price, and each SBE or DVOB was unable to prepare a bid for the following reason(s) (if known):

SBE or DVOB Firm Name	SBE Category No. or Construction Code or Commodity Code	DVOB Registration No.	Type of Work
Reason Unavailable:			
DVOB Firm Name	SBE Category No. or Construction Code or Commodity Code	DVOB Registration No.	Type of Work
Reason Unavailable:			

(additional pages are attached as necessary)

This form MUST be completed and submitted within seven (7) days after Notice of Award.

Signature:

Date:

On this _____ day of _____, 20____, before me _____ (Name of Notary Public), the person described in the foregoing Affidavit acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

In Witness whereof, I hereunto set my official seal.

Notary Public

(Seal)

My Commission Expires: _____

**NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION
SMALL BUSINESS ENTERPRISE ("SBE") PROGRAM AND
DISABLED VETERAN-OWNED BUSINESS ("DVOB") SET-ASIDE PROGRAM
FORM E
SBE/DVOB CERTIFICATE OF PARTICIPATION**

Bid Solicitation Number: _____ Estimate Number _____ (Note if Final) Period Ending _____

NAME & ADDRESS OF SBE OR DVOB SUBCONTRACTOR	PAY ITEM & DESCRIPTION OR PARTS THEREOF, OF WORK PERFORMED	DATES OF COMMENCEMENT & ESTIMATED COMPLETION	ACTUAL AMOUNT PAID THIS PERIOD	TOTAL AMOUNT PAID TO DATE	ESTIMATED AMOUNT TO BE PAID AT END OF CONTRACT	M/WBE (optional)
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	

CERTIFICATES FOR PAYMENTS SUBMITTED WITHOUT THE COMPLETED SBE-DVOB FORM E WILL NOT BE PROCESSED.

IN WITNESS WHEREOF the undersigned has hereunto set its

Hand and seal this _____ day of _____, 20

By: _____

WITNESS OR ATTEST:

Prime Contractor:

Prime Contractor's SBE/DVOB Liaison Officer

Telephone Number/Email _____