



**CONTRACT #2131**

**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, Technical Specifications attached as Exhibit A,  
and Plans attached as Exhibit B  
Access Approval Form  
Confidentiality and Non-Disclosure Agreement  
Certification of Non-Involvement in Prohibited Activities in Russia or Belarus &  
Investment Activities in Iran  
Disabled Veteran-Owned Business Set-Aside Program

**LOW LIFT PUMP STATION CONTAINMENT PROJECT**

Howard L. Burrell       )  
Chairman                )  
                              )  
Charles P. Shotmeyer   )  
Vice Chairman         )  
                              )  
Alan S. Ashkinaze      )  
                              )  
Donald C. Kuser        )  
                              )  
James L. Casella        )  
                              )  
Cristina M. Cutrone     )  
                              )  
Terrence J. Duffy        )

Commissioners  
of the

**NORTH JERSEY DISTRICT  
WATER SUPPLY COMMISSION**

Prepared  
APRIL 2024

ALL DOCUMENTS CONTAINED HEREIN SHALL BE CONSIDERED PART OF THIS CONTRACT

**CONTRACT #2131**

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## CONTRACT #2131

### NOTICE TO BIDDERS

The **NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION** (the "Commission") is soliciting bids from Contractors that have expertise in in general construction, masonry, plumbing and waterproofing. The Low Lift Pump Station is part of the North Jersey District Water Supply Commission's facilities located in Wanaque, Passaic County, New Jersey. The pump station is located at the toe of Raymond Dam known as the NJDWSC Headworks facilities. The pump station was built circa 1927. The building is a stone masonry structure that houses the pumps that are used to pump water from the Wanaque Reservoir to the Wanaque Water Treatment Plant.

The Scope of Work is includes, but is not limited to, demolition work, excavating, masonry, plumbing, general construction and minor pavement repair. See the Technical Specifications attached hereto as Exhibit "A"- North Jersey District Water Supply Commission Low Lift Pump Station Containment Project. The work shall be done per the drawings in Exhibit "A" and Exhibit "B" as well as the information in the Technical Specifications.

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

The project will be conducted under a single prime contract

Sealed bids must be received before **1:30 PM TUESDAY, MAY 7, 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 #2131 LOW LIFT PUMP STATION CONTAINMENT PROJECT**

Bid Specifications are obtainable beginning **THURSDAY, APRIL 18, 2024** by emailing Margaret M. Maddalena, the Commission's Contract Administrator, via email at [mmaddalena@njdwsc.com](mailto:mmaddalena@njdwsc.com). All bids must be made on the blank forms supplied by the Commission.

A **non-mandatory pre-bid meeting** will be held at the **ONE. F. A ORECHIO DRIVE, WANAQUE, NJ 07442 (HEADWORKS PARKING LOT)** at **10:00 a.m. on THURSDAY, APRIL 25, 2024**. While attendance is not mandatory, all bidders are **strongly recommended** to attend this pre-bid meeting and site visit. Failure to attend the Pre-Bid meeting does not relieve the Bidder of any obligations or requirements. Bidder can be held to have knowledge that would have been gained if the Bidder attended the Pre-Bid Meeting.

## CONTRACT #2131

### NOTICE TO BIDDERS

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

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

**Access Approval 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:

<b>CONTENTS:</b>	<b>SEALED PUBLIC BID</b>
<b>BID NUMBER:</b>	<b>#2131</b>
<b>BID TITLE:</b>	<b>LOW LIFT PUMP STATION CONTAINMENT PROJECT</b>
<b>BID TIME AND DATE:</b>	<b><u>1:30 P.M. – TUESDAY, MAY 7, 2024</u></b>

## CONTRACT #2131

### NOTICE TO BIDDERS

QUESTION CUT OFF DATE: MONDAY, APRIL 29, 2024

**BIDS FORWARDED VIA OVERNIGHT SERVICES SHALL INDICATE THAT A SEALED BID CONTAINED THEREIN AND IDENTIFY CONTRACT #2131 THE COMMISSION WILL NOT ACCEPT BIDS SUBMITTED VIA FAX OR EMAIL AND THE SAME WILL BE REJECTED.**

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

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

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

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

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

**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**

**CONTRACT #2131**

**NOTICE TO BIDDERS**

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

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

**DR. HOWARD L. BURRELL**

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Chairman

ATTEST:

**KIM DIAMOND**  
Commission Secretary

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**BID #2131**

**INFORMATION FOR BIDDERS**

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

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

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

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

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

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

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

**CONTENTS - SEALED PUBLIC BID**

**BID NUMBER: #2131**

**BID TITLE: LOW LIFT PUMP STATION CONTAINMENT PROJECT**

**BID TIME AND DATE: 1:30 P.M. on TUESDAY, MAY 7, 2024**

**QUESTION CUT OFF DATE: MONDAY, APRIL 29, 2024**

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



## CONTRACT #2131

### **INFORMATION FOR BIDDERS**

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

#### **Bid Security:**

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

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

#### **Default:**

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

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

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

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

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

## **CONTRACT #2131**

### **INFORMATION FOR BIDDERS**

#### **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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### **INFORMATION FOR BIDDERS**

Bidders will be required to submit a fully executed Affidavit of Non-Collusion as part of the bid submission.

#### **Balanced Bidding:**

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

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

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

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

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

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

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

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

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

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

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

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

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### INFORMATION FOR BIDDERS

#### Award of Contract:

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

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

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

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

#### Bidder's Qualifications:

Only those bidders who are licensed contractors in the State of New Jersey, who have and are able to provide demonstrable experience with general construction, masonry, plumbing, and waterproofing. Respondents shall include references of at least ten (10) similar projects, completed within the most recent past 8 years, within the bids submitted to the Commission. 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](mailto:mmaddalena@njdwsc.com). **Requests for interpretations received later than MONDAY, APRIL 29, 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 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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### **INFORMATION FOR BIDDERS**

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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### **INFORMATION FOR BIDDERS**

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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### INFORMATION FOR BIDDERS

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

## **CONTRACT #2131**

### **INFORMATION FOR BIDDERS**

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 #2131

### 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 8:00 a.m. to 4:00 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 complete the work in accordance with these Bid Specifications within **Ninety (90) Calendar Days** of the commencement of work.

#### **Liquidated Damages:**

If the Contractor shall not complete the work within the 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 **FIVE Hundred (\$500.00) per each consecutive calendar day**, the work as required herein is not complete in accordance with the schedule set forth herein, not as a penalty, but as an attempt to reasonably forecast the potential harm due to intangible losses caused by delay. Such Liquidated Damages represent a good faith effort by the Commission and the Contractor to estimate the Commission's anticipated damages and loss by reason the Contractor's failure to complete the work in accordance with the schedule set forth herein.

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

## CONTRACT #2131

### INFORMATION FOR BIDDERS

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 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](http://www.state.nj.us/treasury/revenue/busregcert.html).

## **CONTRACT #2131**

### **INFORMATION FOR BIDDERS**

- 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.

#### **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/lasse/lspubcon.html](http://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.

#### **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;

## **CONTRACT #2131**

### **INFORMATION FOR BIDDERS**

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 or race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

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

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

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

The contractor and the owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (*42 U.S.C. S121 01 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the act. In the event that the contractor, its agents, servants, employees, subcontractors violate or are alleged to have violated the act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to the act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind of nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

## **CONTRACT #2131**

### **INFORMATION FOR BIDDERS**

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.

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:**

P.L. 2012, c.25 prohibits the awarding of State and local public contracts for goods and services with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Prior to contract award, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey Department of the Treasury's Chapter 25 list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List").

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

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

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

Pursuant to Public Law 2022,c.3, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below

## **CONTRACT #2131**

### **INFORMATION FOR BIDDERS**

to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the list of Specially Designated Nationals and Blocked Persons promulgated by the Office of Foreign Assets Control due to activity related to Russia and/or Belarus.

#### **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 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

## CONTRACT #2131

### **INFORMATION FOR BIDDERS**

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 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

## **CONTRACT #2131**

### **INFORMATION FOR BIDDERS**

required to be paid, the Commission may terminate the contractor's or subcontractor's right to proceed with work, or such part of work as to which there has been a failure to pay required wages and prosecute the work to completion.

The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll for to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at [http://lwd.dol.state.nj.us/labor/wagehour/wagerate/pwr\\_construction.html](http://lwd.dol.state.nj.us/labor/wagehour/wagerate/pwr_construction.html).

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

### **Bid**

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



**CONTRACT #2131**

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

**FOR: CONTRACT #2131 LOW LIFT PUMP STATION CONTAINMENT 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, Exhibits A and B 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:

**Bid**

**FOR THE LOW LIFT PUMP STATION CONTAINMENT PROJECT AT**  
the North Jersey District Water Supply Commission, including labor,  
equipment, materials and warranty and all work described in the Technical  
Specifications in Exhibit A, as well as what is shown on the drawings in  
Exhibit B 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

## CONTRACT #2131

discrepancy or conflict, the price written in words will take precedence over the written in figures and unit prices will take precedence over the sum of individual items.

**What the Price is to Cover:** The price is to include and cover the furnishing of the 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**

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SIGNATURE OF AUTHORIZED AGENT

---

TYPE OR PRINT NAME

---

**TITLE**

---

TELEPHONE NUMBER

---

E-MAIL ADDRESS

---

WITNESS (IF INDIVIDUAL, PARTNERSHIP OR OTHER BUSINESS ENTITY)

---

ATTEST: (CORPORATION)

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SECRETARY

**NOTE: AFFIX CORPORATE SEAL**

**CONTRACT #2131**

**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 Ten (10) references in accordance with the requirements set forth herein from the most recent eight years. (Experience Statement may be attached)

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

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**WITNESS**

---

**NAME OF COMPANY**

---

**ADDRESS**

---

**DATE**

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

---

PRINT NAME AND TITLE

**CONTRACT #2131**

**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:

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

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

\_\_\_\_\_  
WITNESS

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ADDRESS

## CONTRACT #2131

### **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 #2131

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 #2131**

**NONCOLLUSION AFFIDAVIT**

CONTRACT #2131

**BIDDER DISCLOSURE STATEMENT**

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

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

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

I. **BUSINESS FORM:**

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

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

II. **PRINCIPALS:**

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

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



**CONTRACT #2131**

**BIDDER DISCLOSURE STATEMENT**

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

**ATTEST (FOR CORPORATION)**

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

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

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

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

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

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

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

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

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

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

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

**CONSENT OF SURETY**

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

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

Two Thousand and Twenty-Three.

\_\_\_\_\_  
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 #2131**  
**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) CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS & IRAN INVESTMENT ACTIVITIES

**(CONTRACTOR)**

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

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

**CONTRACT #2131**

**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.

Pricing for Bid sections:

**Bid**

**FOR THE LOW LIFT PUMP STATION CONTAINMENT PROJECT AT**  
the North Jersey District Water Supply Commission, including labor, equipment, materials and warranty and all work described in the Technical Specifications in Exhibit A , as well as what is shown on the drawings in Exhibit B 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 #2131

### 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 #2131** (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, Exhibit B, included at the end of this Contract, incorporated herein by reference.

**Proposal:** the proposal submitted by the Contractor, dated \_\_\_\_\_, 2023, incorporated herein by reference.

**Specifications:** the specifications and plans included as Exhibits A and B to 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 progress, for purposes of inspection. If any work should be covered up without prior



## **CONTRACT #2131**

### **GENERAL CONDITIONS**

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.

## **CONTRACT #2131**

### **GENERAL CONDITIONS**

- 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 has been completed and all final cleaning operations have been performed.

## CONTRACT #2131

### GENERAL CONDITIONS

#### 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 complete the work in accordance with the Bid Specifications within Ninety (90) Calendar Days.

B. Working hours shall be between 8:00 a.m. to 4:00 p.m. No work shall be permitted on Saturdays, Sundays and legal holidays without special prior consent of the Engineer.

C. Written approval of an extension of time, obtained by the Contractor from the Engineer, shall be the sole and exclusive remedy to the Contractor as a result of delays in the commencement, prosecution or completion of the work, resulting from, but not limited to:

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 time herein specified, or any proper extension thereof granted by the Commission, then the Contractor does hereby agree, as

## CONTRACT #2131

### GENERAL CONDITIONS

part consideration for the awarding of this Contract, to pay the Commission **FIVE Hundred (\$500.00) per each consecutive calendar day**, the work as required herein is not complete in accordance with the schedule set forth herein, not as a penalty, but as an attempt to reasonably forecast the potential harm due to intangible losses caused by delay. Such Liquidated Damages represent a good faith effort by the Commission and the Contractor to estimate the Commission's anticipated damages and loss by reason the Contractor's failure to complete the work in accordance with the schedule set forth herein.

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

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.

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

## **CONTRACT #2131**

### **GENERAL CONDITIONS**

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.

#### **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.

## **CONTRACT #2131**

### **GENERAL CONDITIONS**

- General Contractor and Subcontractors "if any" are required to maintain the same level of coverage as outlined in section 1 and provide Certificates of Insurance and copies of supporting endorsements.

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

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

#### **B. Indemnification**

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

## **CONTRACT #2131**

### **GENERAL CONDITIONS**

prosecution of the work shall be secured and paid for by the Contractor prior to commencement of such work as would require permits and/or licenses.

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

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

## CONTRACT #2131

### GENERAL CONDITIONS

any excess costs occasioned thereby.

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

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

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



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the work. Upon final acceptance of the work, the Engineer will process the final payment upon receipt of a Maintenance Bond as described in the Bid Specifications.

3. The acceptance by the Contractor of Final Payment shall be and shall operate as a release to the Commission of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act or neglect of the Commission and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from any obligation set forth in the Contract Documents, including any applicable performance, payment, maintenance bond or other type of bid security.

#### B. Partial Payment:

1. 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

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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 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

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shall be borne solely by the Contractor, and any sum expended, or any expense so incurred by the Commission shall be deducted from any money then due or thereafter growing due from the Commission to the Contractor.

- D. In order to secure the performance of the above, the Contractor shall furnish a **Performance and Payment Bond to the Commission** at the time of execution of this Contract, in the sum of one hundred percent (100%) of the Contract price. Said bond shall be in form and content satisfactory to the Commission.
- E. Upon completion of the work hereunder and prior to its final acceptance by the Commission, the Contractor shall furnish the Commission with a **Maintenance Bond** in the amount of 100% of the Contract price which shall remain in full force and effect for a period of one year from the final date of acceptance of the work by the 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:**

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

The Contractor shall complete and submit an Initial Project Workforce Report Form AA-201 upon notification of the contract award. Proper completion and submission of this report shall constitute evidence of the Contractor's compliance with the regulations. The 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

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Contractor or subcontractor is performing under an existing Federally approved or sanctioned affirmative action program, the contract shall contain only the mandatory language required by N.J.A.C. 17:27-3.8(a).

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

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1. To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

2. To notify any minority and women workers who have been listed with it as awaiting available vacancies;

3. Prior to commencement of work, to request the local construction trade union, refer minority and women workers to fill job openings, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

4. To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State 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.

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iii. If, for any reason, said Contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the Contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

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

7. To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

C. The Contractor or subcontractor agrees that nothing contained in (B) above shall preclude the Contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall 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.

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

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

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

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

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

#### **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



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Schedule of the Work as outlined in the contract specifications during any dispute resolution proceedings. If Contractor continues to perform per the contract specifications, the Commission shall continue to make payments in accordance with this Contract.

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

**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.

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

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

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

#### **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:

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(1) the Contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the Contractor with a valid proof of business registration.

(2) the Contractor shall maintain and submit to the Commission a list of subcontractors and their addresses that may be updated from time to time.

(3) the Contractor and any subcontractors providing goods or performing services under the Contract, and each affiliates, shall collect and remit to the Director of Division of Taxation in the Department of Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et.seq.) on all sales of tangible personal property delivered to the State. Any questions in this regard can be directed to the Division of Taxation at (609)2925-6200. Form NJ-REG can be filled out at [www.state.nj.us/treasury/revenue/busregcert.html](http://www.state.nj.us/treasury/revenue/busregcert.html).

- E. Before final payment is made under 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](http://www.state.nj.us/labor/lasse/lspubcon.html). N.J.S.A. 34:11-56.55 specifically prohibits

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accepting applications for registration as a substitute for a certificate of registration.

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

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

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

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

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. 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

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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 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**

P.L. 2012, c.25 prohibits the awarding of State and local public contracts for goods and services with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Prior to contract award, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey Department of the Treasury's list of entities determined to be engaged in prohibited

## **CONTRACT #2131**

### **GENERAL CONDITIONS**

activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List").

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

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

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

Pursuant to Public Law 2022,c.3, the Contractor must 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 list of Specially Designated Nationals and Blocked Persons promulgated by the Office of Foreign Assets Control due to activity related to Russia and/or Belarus.

#### **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

## **CONTRACT #2131**

### **GENERAL CONDITIONS**

("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.

### **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

## CONTRACT #2131

### GENERAL CONDITIONS

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 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-27)** 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.



## **CONTRACT #2131**

### **GENERAL CONDITIONS**

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 Commission or 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.

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.

## CONTRACT #2131

### GENERAL CONDITIONS

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.
- 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;

## **CONTRACT #2131**

### **GENERAL CONDITIONS**

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

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

This 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 #2131  
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:**

**CONTRACT #2131  
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 #2131

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 #2131

**EXHIBIT “A”**

**TECHNICAL SPECIFICATIONS**



**TECHNICAL SPECIFICATIONS**

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

**PART 1: GENERAL**

**1.01 SCOPE OF WORK**

It is the intent of the Commission to solicit Bids from Contractors that have expertise in general construction, masonry, plumbing and waterproofing. The Low Lift Pump Station is part of the North Jersey District Water Supply Commission's facilities located in Wanaque, Passaic County, New Jersey. The pump station is located at the toe of Raymond Dam known as the NJDWSC Headworks facilities. The pump station was built circa 1927. The building is a stone masonry structure that houses the pumps that are used to pump water from the Wanaque Reservoir to the Wanaque Water Treatment Plant.

The Scope of Work is to include, but not be limited to, demolition work, excavating, masonry, plumbing, general construction and minor pavement repair. See Exhibit "A"- North Jersey District Water Supply Commission Low Lift Pump Station Containment Project. The work shall be done per the drawings in Exhibit "A" as well as the information in the technical specifications.

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

**1.02 WORK INCLUDED**

- A. The Contractor is to furnish all labor, equipment and materials required to comply with the Scope of Work of the Contract Documents identified as "Low Lift Pump Station Containment Project" prepared by the North Jersey District Water Supply Commission, dated January 28, 2024. Applicable tests, samples, shop drawings and certifications are to be provided in a timely manner in order not to delay the review process or the construction schedule.

**1.03 SUBMITTALS**

- A. Prior to starting work, the Contractor must submit the following:
  - 1. Shop drawings showing layout, details of construction, and identification

**TECHNICAL SPECIFICATIONS**

- of materials.
2. Submit a Letter of Certification from the manufacturer which certifies the material.

**1.04 RELATED WORK**

- A. Section 011000 - General Requirements (Submittals)
- B. Section 024000 - Removal of Structures
- C. Section 026000 - Pipeline Installation
- D. Section 026020 - Leakage Test
- E. Section 031513 - Waterstops
- F. Section 044000 - Stone Masonry
- G. Section 045200 - Masonry Restoration
- H. Section 055000 - Metal Fabrication
- I. Section 071326 – Self-Adhering Sheet Waterproofing

**1.05 WORK SEQUENCE**

- A. Schedule and execute work to prevent excessive disruption of normal pump station operation and traffic patterns. Care should be exercised to provide protection for any structures including, but not limited to, existing curbing, sidewalks, storm inlets, railings and other structures associated with the Low Lift Pump Station. The Contractor will be responsible for any damage and necessary repairs to the associated structures.
- B. Coordinate with the Commission to schedule and execute the work to not disrupt normal Pump Station operations or activities.
- C. The Contractor shall coordinate with the Commission a work and shut-down schedule of the sub-station prior to the start of construction. This facility will be locked every evening and opened prior to the work start day. The Contractor shall coordinate and get prior authorization to enter the building after the sub-station has been de-energized in order to perform any work related to the project.

**1.06 USE OF THE PREMISES**

- A. Before beginning the Work, the Contractor must secure approval from the Commission for the following:
  1. Areas permitted for personnel parking.
  2. Access to the site.
  3. Areas permitted for storage of materials and debris.
  4. Maintenance and Protection Plan.
  5. Proposed traffic path of construction vehicles.
  6. Areas permitted for the location of cranes, hoists and chutes for loading and unloading materials, if applicable.
- B. Commission owned restroom facilities may not be used by the Contractor at

**TECHNICAL SPECIFICATIONS**

any time.

**1.07 EXISTING CONDITIONS**

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

**1.08 PRECONSTRUCTION CONFERENCE**

A. A pre-construction meeting will be held at the job site prior to commencing Work. Contact the Commission if there are any questions.

B. Prior to initiating construction work, the Contractor shall schedule and perform a job site inspection to observe actual conditions and verify all dimensions.

**1.09 TEMPORARY FACILITIES AND CONTROLS**

**A. Temporary Utilities:**

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

**B. Temporary, Sanitary Facilities:**

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

**C. Facility Site:**

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

**D. Security:**

Obey the Commission's requirements for personnel identification, inspection and other security measures. A Non-Disclosure Agreement will be required by all parties submitting proposals.

**TECHNICAL SPECIFICATIONS**

1.10 JOB SITE PROTECTION

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

1.11 SAFETY

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

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

1.13 WORKMANSHIP

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

**TECHNICAL SPECIFICATIONS**

PART 2: **EXECUTION**

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

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

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

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

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

END OF SECTION

\* \* \* \* \*

**TECHNICAL SPECIFICATIONS**

**SECTION 024000**  
**REMOVAL OF STRUCTURES**

**PART 1: GENERAL**

**1.01 WORK INCLUDED**

A. The Contractor shall be required to disassemble or demolish, remove and dispose of all structures and sections of structures at locations shown on the contract drawings as directed by the Commission Engineer. The work includes, but is not limited to the following:

1. Removal of all the items listed or shown on the drawings including but not limited to, concrete floor, storm drains, DIP pipe, pavement.

It is the responsibility of the Contractor to determine the best means practical for gaining access to the site for the use of machinery and other equipment necessary to complete the Project. The Contractor is to proceed with the Work only when he is confident that work the work can be performed in a safe manner and the forecast weather conditions will permit the Work to be performed in accordance with the manufacturer's recommendations, using established procedures and approved schedules. The Contractor is to proceed only if he is willing to guarantee the Work without reservations or restrictions. Upon completion of the Project, the Contractor shall remove all equipment and dispose of debris material in a safe and approved manner.

**1.02 QUALITY ASSURANCE**

All work performed and materials installed by the Contractor are to be in strict accordance with the latest code requirements.

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

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

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

There shall be no deviations made from this specification or the approved shop drawings without the prior written approval of the specifier. Any deviation

**TECHNICAL SPECIFICATIONS**

from the manufacturer's installation procedures must be supported by written certification on manufacturer's letterhead and presented for the specifier's consideration.

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

1.03 EXTENT OF WORK

- A. Provide all labor, material, tools, equipment, and supervision necessary to complete the work as shown on the drawings and detailed in the specifications.
- C. The Contractor shall be fully knowledgeable of all requirements of the Contract Documents and shall make himself aware of all job site conditions that will affect the Work.
- D. The Contractor shall confirm all given information and advise the Commission, prior to bid, of any conflicts that will affect the cost in their bid.

1.04 SUBMITTALS

Not Used

PART 2: PRODUCTS

Not Used

PART 3: EXECUTION

3.01 GENERAL

- A. Comply with the manufacturer's published instructions for the installation of products used.

3.02 EXAMINATION

- A. Survey existing conditions and correlate with requirements indicated to determine extent and quality of demolition required. Before structure removal begins, submit report of findings to the Commission Engineer for review.

3.03 PROTECTION

**TECHNICAL SPECIFICATIONS**

- A. Protect all structures (or portions thereof) that are to remain during the demolition operations.
- B. If required, the Contractor shall design and install all necessary fall protection requirements for all personnel performing the work outlined in this contract. The fall protection procedures will follow OSHA regulations for such design and installation necessary in the demolition and erection required for this project.

**3.04 STRUCTURE REMOVAL - GENERAL**

- A. Methods of structure removal shall be proposed by the Contractor and shall be subject to review by the Commission Engineer. The Contractor shall determine the methods for removal and disposal of waste material generated from the site.
- B. The Contractor shall take all necessary steps to protect the existing electrical equipment from damage when demolition is taking place. This includes all dust and debris generated by the demolition activities.
- C. Blasting will not be permitted.
- D. Sequence of structure removal is the sole responsibility of the Contractor.
- E. Any voids resulting from the removal of the structures shall be properly repaired or backfilled with an approved material within a reasonable and prudent time period.
- F. All material resulting from the structure removal that are not designated as adequate fill materials, or as reusable by the Commission Engineer shall become the property of the Contractor and shall be removed from the site and disposed of by the Contractor, or otherwise disposed of, in accordance with all applicable laws, rules and regulations.
- G. Precautions should be taken to prevent debris from entering any watercourse, particularly during high flow.
- H. Any structure removed and/or damaged outside the limits of structure removal shown on the drawings shall be repaired and/or replaced in kind at the expense of the Contractor.

**END OF SECTION**

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**TECHNICAL SPECIFICATIONS**

**SECTION 026000**  
**PIPELINE INSTALLATION**

**PART 1: GENERAL**

**1.01 WORK INCLUDED**

Under this section of the Specifications, the Contractor is to furnish all materials, labor, and equipment required to install drainage pipe and catch basins within the required work area as shown on the plans.

The pipe system will consist of a 6-inch diameter Schedule 40 PVC pipe as well as two (2) 12-inch by 12-inch catch basins as shown in detail on sheet C-1 of the drawings.

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

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

**1.02 QUALITY ASSURANCE**

Materials and installation shall be in accordance with the latest edition and revision of codes, standards and specifications from the following organizations, except where more stringent requirements have been specified herein:

**ASTM**  
**AWWA**

**American Society of Testing and Materials**  
**American Water Works Association**

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

Provide adequate number of experienced workers regularly engaged in this type of work who are skilled in the application techniques of the materials specified. Provide at least one thoroughly trained and experienced

**TECHNICAL SPECIFICATIONS**

superintendent on the job at all times when work is in progress.

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

**1.03 EXTENT OF WORK**

- A. Provide all labor, material, tools, equipment, and supervision necessary to complete the installation of the waterproofing pavement mat system.
- B. The Contractor shall be fully knowledgeable of all requirements of the Contract Documents and shall make himself aware of all job site conditions that will affect his work.
- C. The Contractor shall confirm all given information and advise the Commission, prior to bid, of any conflicts that will affect the cost in their bid.

**1.04 SUBMITTALS**

- A. In addition to those submittals identified in the General Provisions, the following items shall be submitted:
  - 1. Shop Drawings
  - 2. Layout drawings are required for pipelines to be installed as shown on the plans to include support systems, fittings, sleeves, wall castings and appurtenances

**PART 2: PRODUCTS**

**2.01 MATERIALS AND CONSTRUCTION**

**A. Pipe**

- 1. Materials for piping, joints and fittings shall be as specified in the Section for type of pipe to be installed or shown in the Contract Drawings. Pipe and appurtenances shall comply with the applicable standards for its type of material.

**B. Joints**

- 1. Pipe joints shall be mechanical or glued connections unless specified otherwise.

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**PART 3: EXECUTION**

**3.01 INSPECTION**

- A. Pipe and appurtenances shall be inspected by the Contractor in the presence of the Commission Engineer upon delivery and prior to installation for conformance with the standards and specifications
  - 1. Materials not conforming to the standards and specifications shall not be stored on site but removed at once and replaced with materials conforming to the drawings and specifications.

**3.02 INSTALLATION-UNDERGROUND**

**A. General**

- 1. Blocking will be permitted where the pipe is to be laid in concrete encasement.
- 2. No pipe shall be laid upon a foundation in which frost exists; nor at any time when there is danger of the formation of ice or the penetration of frost at the bottom of the excavation.

**B. Location and Grade**

- 1. Pipelines and appurtenances shall be located as shown on the Contract Drawings or as directed.
- 2. The alignment and grades shall be determined and maintained by a method acceptable to the Commission Engineer.
- 3. Contractor shall document pipe invert elevations and provide elevation information to the Commission Engineer for inclusion on Record Drawings.

**C. Joints**

- 1. Joints shall be assembled using gaskets, lubricants and solvents as furnished by the pipe manufacturer and in accordance with the manufacturer's recommendations.

**3.03 FINAL INSPECTION OF PIPELINE**

- A. Each section of pipe shall be inspected before final acceptance.
- B. The inspection shall determine the pipeline to be true to line and grade, to show no leaks, to have no obstructions to flow, to have no projections or

**TECHNICAL SPECIFICATIONS**

protruding of connecting pipes of joint material, shall be free from cracks and shall contain no deposits of sand, dirt or other materials.

C. All deficiencies located during the inspection shall be corrected.

**3.04 CUTTING AND SPECIAL HANDLING**

A. Field cuts of pipes shall be in accordance with the manufacturer's instructions.

B. Where a pipe requires special handling or installation it shall be in accordance with the manufacturer's requirements.

**3.05 LEAKAGE TEST**

A. All pipelines shall be pressure testing for leaks.

**END OF SECTION**

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**TECHNICAL SPECIFICATIONS**

SECTION 026020

LEAKAGE TEST

PART 1: GENERAL

1.01 SUMMARY

- A. This section includes requirements for testing of all hydraulic structures and non-pressure piping for leakage as specified. The Contractor shall furnish labor, equipment, test connections, vents, water and for carrying out the leakage test.
- B. Testing shall be witnessed by the Commission Engineer.

1.02 REFERENCES

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

<b>ASTM</b>	American Society for Testing and Materials
<b>AWWA</b>	American Water Works Association

1.03 SUBMITTALS

- A. The following items shall be submitted:
  - 1. Reports of test results.

PART 2: PRODUCTS

NOT USED

PART 3: EXECUTION

3.01 TEST FOR NON-PRESSURE PIPELINE FOR TRANSPORT OF WATER

A. General

- 1. Contractor shall not encase pipeline within concrete until pipeline has passed all tests and inspections.
- 2. Intermediate leakage tests during construction shall be made at the Contractor's discretion. Upon completion of any pipeline, the entire system including manholes shall be tested for compliance to allowable

**TECHNICAL SPECIFICATIONS**

leakage.

3.02 CLEAN-UP

- A. Perform daily clean up to collect all wrappings, empty containers, paper, and other debris from the project site. Upon completion, all debris must be disposed of in a legally acceptable manner.

3.03 DISPOSAL

- A. Except for material indicated to be recycled, remove any excavated material from project and legally dispose of it in an approved manner and/or facility.
  - 2. Do not allow excavated materials to accumulate on-site.

END OF SECTION

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**TECHNICAL SPECIFICATIONS**

**SECTION 031513**

**WATERSTOPS**

**PART 1: GENERAL**

**1.01 SUMMARY**

- A. Contractor shall furnish and securely install expanding rubber waterstops where shown or specified in the drawings. The work includes cleaning of concrete surfaces and installation of expanding rubber waterstops.

**1.02 REFERENCES**

- A. The following is a list of standards which may be referenced in this section:

- 1. ASTM International (ASTM):

- a. D412, Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers-Tension
- b. D2240, Standard Test Method for Rubber Property-Durometer Hardness

**1.03 SUBMITTALS**

- A. Provide product data for the following:

- 1. Waterstop Product
- 2. Adhesive

**1.04 DELIVERY, STORAGE AND HANDLING**

- A. Deliver the waterstop materials to the project site in the manufacturer's unpacked containers with all labels intact and legible at time of use. Materials shall be stored in a secure, indoor, dry area. Maintain the waterstops in a dry condition during delivery, storage handling, installation and concealment.

**PART 2: PRODUCTS**

**2.01 MATERIALS**

- A. Hydrophilic Rubber Waterstop:

- 1. The waterstop shall have the minimum performance standard of:

- a. Property - Tensile Strength (MPA), ASTM Standard (D412)= 0.98

**TECHNICAL SPECIFICATIONS**

- b. Property – Elongation, ASTM Standard (D412) = 550
- c. Property – Hardness (Hs), ASTM Standard (D2240) 30 Durometer Type A

2. Materials approved for use are:

- a. Adeka Corporation; MC-2010M or approved equal
- b. Adeka Corporation; KM-3-3M or approved equal
- c. Adeka Corporation; P201 or approved equal
- d. Adeka Corporation; KC Series or approved equal

B. Adhesive:

- 1. The adhesive shall be 3M-2141 as manufactured by 3M Company, Adeka Corporation H-1000 Ultra Bond or approved equal

**PART 3: EXECUTION**

**3.01 GENERAL**

- A. Coordinate as required with other trades and specifications to ensure proper execution of waterstop installation.
- B. The components and installation procedures shall be in accordance with the manufacturer's printed specifications and recommendations. Installation shall be performed by skilled workers who are trained in procedures and methods required for proper performance of the waterstops.

**3.02 EXAMINATION**

- A. Examine the concrete surface and correct any surface imperfections which may prevent proper installation and performance of the waterstop. The finished concrete surface, prior to surface preparation, shall be equal to a steel troweled finish.

**3.03 SURFACE PREPARATION**

- A. Concrete surfaces shall be clean and free of dirt, sawdust, laitance, grease, form oils from release agent or other contamination to ensure proper adhesion of the waterstop to the concrete surface. Use a wire brush to lightly roughen the surface. Remove all concrete dust with a soft brush.



**TECHNICAL SPECIFICATIONS**

3.04 WATERSTOP PLACEMENT

- A. Measure and cut an exact length of waterstop. Splices are not permitted in the waterstop in vertical wall joints of structures. Splices in horizontal joints are acceptable, however only one (1) splice is permitted in twenty five (25) feet. Splicing of waterstops in horizontal joints shall be made by butting and gluing the ends of the waterstop with an approved adhesive.
- B. Refer to the manufacturer's recommendations for minimum clearance to a concrete face. Unless a greater clearance is recommended by the manufacturer, the minimum clearance shall be two (2) inches. Use the greater clearance if the recommended clearance is more than two (2) inches.
- C. Using a brush, apply a uniform coat of adhesive to the concrete surface along the line of placement. Apply a uniform coat of adhesive to the waterstop. Gaps in the glue application shall not be permitted.
- D. After the adhesive has dried to a tacky condition (about fifteen [15] minutes in the summer and thirty [30] minutes in the winter), firmly press the waterstop to the concrete surface. When installing the waterstop on curved surfaces such as pipes, temporary bands (for example, wire of rope) may be used to assist in securing the waterstop to the surface. Any temporary means of securing the waterstop shall be removed prior to placing concrete or grout.
- E. Concrete placement within twelve (12) hours is required. The waterstop shall be protected from water and from displacement prior to concrete placement. During concrete placement, Contractor shall visually observe the waterstop to ensure proper placement and alignment.

END OF SECTION

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**TECHNICAL SPECIFICATIONS**

**SECTION 045200**

**MASONRY RESTORATION**

**PART 1: GENERAL**

**1.01 SUMMARY**

- A. Provide all labor, equipment, materials and services to complete the work shown on the Contract Drawings and specified herein.
- B. The masonry repairs are defined as three types which may include the following masonry restoration work:
  - 1. Pointing
    - a. Repoint area of stone masonry where indicated.
    - b. Place grout/repoint areas of rubble masonry.
  - 2. Masonry Rebuilding
    - a. Replace failed masonry with material to match existing.
    - b. Repair broken or cracked stones by rebuilding with mortar, for whole missing units, rebuild with matching stone.
  - 3. Patching
    - a. Removal and replacement of all loose and/or deteriorated cementitious patches.
  - 4. Accessories
    - a. Stainless steel or clear plastic cushions/shims to maintain joint.
    - b. Installation of new stainless steel mechanical anchors.

**1.02 REFERENCES**

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

**NBGQA**      National Building Granite Quarries Association, Inc.;  
                     Specifications for Building Granite

**1.03 QUALITY ASSURANCE**

- A. Contractor performing the work for this section shall have a minimum of ten (10) years experience in masonry repointing and restoration and shall have successfully completed at least three masonry restoration projects similar in historic nature.

**TECHNICAL SPECIFICATIONS**

**PART 2: PRODUCTS**

**2.01 MATERIALS**

A. Stone: On-site borrow or rough granite conforming to ASTM C 615.

B. Mortar Materials: ASTM C270

C. Mortar Sand: ASTM C 144, unless otherwise indicated

1. Color: Provide natural sand or ground marble, granite or other sound stone, of color necessary to produce required existing mortar color.
2. Match size, texture and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.

D. Water: Potable

E. Grouting Mortar for Concealed Cavities: ASTM C 476

1. White Portland Cement: ASTM C150, Type I, non-staining without air entrapment.
2. Hydrated Lime: ASTM C 207, Type S.
3. Aggregate: ASTM C404
4. Water: Clean and potable
5. Admixtures: None are permitted

F. Rebuilding Mortar for Exposed Surfaces/Rubble Masonry

1. Same as pointed mortar.

G. Anchoring Devices:

1. Provide all anchors, dowels and other anchoring devices required to properly support stonework.
2. Dowels: Threaded rod of sizes and lengths appropriate for application, Type 302 or 304 stainless steel.

**PART 3: EXECUTION**

**3.01 TEST FOR NON-PRESSURE PIPELINE FOR TRANSPORT OF WATER**

A. Verify site conditions per the Contract Drawings

**TECHNICAL SPECIFICATIONS**

B. Verify by field dimensions those dimensions affecting the work

**3.02 REPOINTING**

A. General: Repoint areas of stone where penetrations will occur, see contract drawings.

B. Joint depth shall be at least 2-1/2 times joint width.

C. Brush, vacuum or flush joints or cracks to remove all dirt and loose debris.

D. Apply mortar in 1/4" thick layers, allow to dry to thumbprint hardness before applying the succeeding layer. Keep joint damp for 72 hours after repointing.

**3.03 STONE REMOVAL AND REPLACEMENT**

A. Preparation:

1. Carefully remove by hand at locations indicated. All existing stones removed will be reinstalled in their original position unless otherwise noted.
2. Remove mortar, loose particles and other debris from salvaged stone and stone surrounding removed units in preparation for resetting.
3. Clean stone surfaces prior to setting using a fiber brush followed by a thorough drenching with clear water. No cleaning compounds or detergents shall be allowed.

B. Setting Stone:

1. Replace removed stone with salvaged stone where possible or with new stone to match existing.
2. Use skilled stone-fitters to perform field cutting when required. Cut stone with power saws.
3. Set stone in patterns indicated to match existing with uniform joints of dimensions to match existing.
4. Use skilled stone-fitters to perform field cutting when required. Cut stone with power saws.
4. Wet stone thoroughly at time of setting.
5. Lay stone with fully mortared bed.
6. Support cantilevered and unbalanced stones until work above has been completed.

**TECHNICAL SPECIFICATIONS**

**C. Pointing:**

1. Mortar shall be flush with surrounding masonry units; remove all unsound mortar.
2. Point joints with 3 layers of pointing mortar.
3. Tool joints promptly when mortar becomes hard to the touch.

**3.04 PROTECTION AND CLEANING**

- A. Remove and replace stone units which are broken, chipped, stained or otherwise damaged. Where directed, remove and replace units which do not match adjoining stonework.
- B. After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar, repair materials and foreign matter using stiff nylon or bristle brushes and clean water spray applied at low pressure (under 500psi).
- C. Use of metal scrapers or wire brushes will not be permitted. Use of acid or alkali cleaning agents will not be permitted.
- D. Provide final protections and maintain conditions which ensure stonework will be protected from damage, discoloration or deterioration during subsequent construction.

**END OF SECTION**

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**TECHNICAL SPECIFICATIONS**

**SECTION 051200**  
**STRUCTURAL STEEL FRAMING**

**PART 1: GENERAL**

**1.01 SUMMARY**

- A. This Section includes structural steel as shown on the contract drawings complete including framing members, base and anchor plates connection, grouting underbase, fabrication, delivery and installation.

**1.02 REFERENCES**

- A. Materials and installation shall be in accordance with the latest revisions of the following codes, standards and specifications, except where more stringent requirements are specified herein:
  - 1. American Society for Testing and Materials (ASTM)
    - a. ASTM A6 – General Requirements for Rolled Steel Bars, Plates, Shapes and Sheet Piling.
    - b. ASTM A36 – Carbon Structural Steel
    - c. ASTM A123 – Zinc (Hot Dipped Galvanized) Coatings on Iron and Steel Products
    - d. ASTM F1554 – Anchor bolts, Steel, 36, 55 and 105 KSI yield strength
    - e. ASTM A992, Grade 50 – Structural Steel Shapes
  - 2. American Welding Code
    - a. AWS D1.1 – Structural Welding Code

**1.03 SUBMITTALS**

- A. In addition to those submittals identified in the General Provisions, the following items shall also be submitted:
- B. Product data for each type of product indicated.
- C. Shop drawings showing fabrication of structural-steel components.

**1.04 DELIVERY, STORAGE AND HANDLING**

- A. Deliver structural steel to project site in such quantities and at such times to ensure continuity of installation.

**TECHNICAL SPECIFICATIONS**

- B. Store materials to permit easy access for inspection and identification. Keep steel members off ground and spaced by using pallets, dunnage or other supports and spacers. Protect steel members and packaged materials from erosion and deterioration.

**1.05 FIELD MEASUREMENTS**

- A. Verify that field measurements are as shown on Contract Drawings.

**PART 2: PRODUCTS**

**2.01 MATERIALS AND CONSTRUCTION**

- A. W-Shapes shall comply with ASTM A992, Grade 50, High-Strength Steel.
- B. Steel channels, angles, plates and threaded rods shall comply with ASTM A36 carbon steel.
- C. Bolts, nuts and washers shall meet ASTM A325.
- D. Welding materials shall meet AWS D1.1, type required for materials being welded.
- E. Primer shall be fast curing, lead and chromate free, universal primer with good resistance to normal atmospheric corrosion, complying with performance requirements of FS-TT-P-664. Primer shall be compatible with finish paint system.

**2.02 FINISH**

- A. Prepare structural component surfaces in accordance with SSPC specifications. Exposed structural steel shall receive a finish paint system.
- B. Surface preparation, prime and finish coating shall be the paint manufacturer's specifications.

**PART 3: EXECUTION**

**3.01 INSTALLATION**

- A. Examination
  - 1. Verify that field conditions are acceptable and are ready to receive work.

**TECHNICAL SPECIFICATIONS**

2. Beginning of installation means erector accepts existing/proposed conditions.

**B. Erection**

1. Allow for erection loads and for sufficient temporary bracing to maintain structure safe, plumb and in true alignment until completion of erection and installation of permanent bracing.
2. Erect structural steel accurately in locations and to elevations indicated and according to AISC specs referenced in this section.
3. Field weld components indicated on Contract Drawings. Components shall be free of primer and paint prior to field welding.
4. Do not field cut or alter structural members without prior notification to the Engineer.
5. After erection, prime welds, abrasions and surfaces not shop primed except surfaces to be in contact with concrete.
6. Level and plumb individual members of structures within specified AISC tolerances.

**C. FIELD CONNECTIONS**

1. High-Strength Bolt: Install high-strength bolts according to RCSC's Specifications for Structural Joints using high strength bolts for type of bolt and type of joint specified.
2. Welded Connections: Comply with AWS D1.1 for welded procedure specifications, tolerances and quality of welds and for methods used in correcting welding work. Field weld components as determined in the field. Components shall be free of primer and paint prior to field welding.

**3.02 QUALITY CONTROL**

- A. Bolted connections shall be tested and inspected according to RCSC's "Specifications for Structural Joints Using High-Strength Bolts".
- B. Welded connections shall be inspected according to AWS D1.1.
- C. Correct deficiencies in work that test reports and inspections indicate do not comply with the Contract Drawings.

**END OF SECTION**

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**TECHNICAL SPECIFICATIONS**

SECTION 055320  
ACCESS COVERS

PART 1: GENERAL

1.01 SUMMARY

- A. This section includes the following:
  - 1. Trench covers
  - 2. Access covers

1.02 RELATED WORK

- A. Not Used

1.03 DEFINITIONS

- A. Define industry and product terms as necessary.

1.04 SUBMITTAL

- A. Submission must be made within fifteen (30) working days of the General Contract award to avoid project delay.
- B. Submittals shall contain the following as required for each specified system:
  - 1. Shop Drawings; showing complete fabrication details for all trench and access covers, including required anchorage to surrounding construction, recesses, blocking, backing, and connections between similar and dissimilar trench and access cover assemblies.
  - 2. Manufacturer's product data; including product details, installation instructions, maintenance and cleaning instructions, Safety Data Sheets, Two (2) complete sets of color chips representing manufacturer's full range of available colors and patterns.

1.05 QUALITY ASSURANCE

- A. Manufacturer: Obtain trench and access cover assemblies through one source from a single manufacturer.
  - 1. Manufacturer shall have a third party certified ISO 9001 quality management system.
    - a. The manufacturer shall have documented management and control of the processes that influence the quality of its products.
    - b. The manufacturer shall have documented management and control of the processes that influence the quality of its customer service.

**TECHNICAL SPECIFICATIONS**

2. Manufacturer shall have a minimum of ten (10) years of experience in the fabrication of trench and access covers.
- B. Installer: All products listed in this section shall be installed by a single installer with demonstrated experience in installing products of the same type and scope as specified. Installer shall be insured and licensed as required by agencies within the project's jurisdiction and acceptable to the manufacturer.

**1.06 COORDINATION**

- A. Submittals shall be completed and approved prior to fabrication and shipment of material to jobsite.
- B. Subcontract for the work of this section shall be planned to allow sufficient time for manufacturer's production and delivery scheduling.
- C. Coordinate installation of products and systems with interfacing and adjoining construction to provide a successful installation without failure.
- D. Verify field conditions affecting trench and access cover fabrication and installation. Show field measurements on submittal drawings. Coordinate field measurement schedule to avoid delay.

**1.07 DELIVERY, STORAGE AND HANDLING**

- A. Provide temporary protective cover on anodized aluminum finished surfaces.
- B. Deliver access covers to jobsite in clean, unopened crates of sufficient size and strength to protect materials during transit.
- C. Store components in original containers in a clean, dry location.

**1.08 WARRANTY**

- A. Submit manufacturer's warranty that materials furnished will perform as specified for a period of not less than five (5) years when installed in accordance with manufacturer's recommendations.

**PART 2: PRODUCTS**

**2.01 MANUFACTURERS**

- A. Submit proposed product in writing to the Commission Engineer for review and acceptance. Submit samples and product data to demonstrate acceptability of proposed substitute.

**TECHNICAL SPECIFICATIONS**

**2.02 ACCESS COVERS**

- A. Access Covers: Fabricate access cover assemblies as detailed. Provide fasteners as required for complete installation.
  - 1. Access covers shall have a diamond tread, 1/8-inch recessed surface.
  - 2. Access covers shall cover the opening completely and be flush with surrounding finished floor surfaces to allow unrestricted pedestrian traffic.
  - 3. Load capacity: Pedestrian

**2.03 MATERIALS**

- A. Metals
  - 1. Aluminum extrusions: ASTM B221, alloys 6063-T5, 6005A-T6, 6061-T6
  - 2. Aluminum plate and sheet: ASTM B209, alloys 6061-T6, 5052-H32
- B. Trench Liners
  - 1. Galvanized steel: ASTM A653, G90, 20 gauge
  - 2. Aluminum: ASTM B209, alloy 5052-H32, 0.063" thick
  - 3. Stainless Steel: ASTM A666, type 304, 22 gauge
- C. Abrasive: Two-part Epoxy combined with aluminum oxide grit.
- D. Standard fasteners required for assembly and installation shall be included.
- E. All surfaces in contact with masonry or concrete shall be protected by a factory-applied coating.

**2.04 FINISHES**

- A. Aluminum Extrusions: Mill finish, AA-M10 (as fabricated, unspecified)
- B. Aluminum Plates: AA-M30 (directional textured finish, unspecified)
- C. Galvanized Steel shall be galvanized in accordance with ASTM A123.
- D. Aluminum Liners: Mill finish, AA-M10 (as fabricated, unspecified)
- E. Stainless Steel Liners
- F. Abrasive: Black (standard)

**2.05 FABRICATION**

- A. Fabricate trench and access covers as detailed.
  - 1. Fabricate trench and access covers of width and length as shown on shop drawings.
  - 2. Fabricate trench and access cover liners of width, length, and depth as shown on shop drawings.

**TECHNICAL SPECIFICATIONS**

3. Fabricate splices, special transitions, corner units, corner fittings, intersections, and end closures as required.
4. Miter and weld joints shall be factory manufactured.
5. Standard fasteners required for assembly and installation shall be Included.

**PART 3: EXECUTION**

**3.01 EXAMINATION**

- A. Verify product types, quantities, dimensions, and attachment methods shown on shop drawings against field conditions prior to releasing materials for fabrication by the manufacturer.
- B. Installer shall examine conditions under which work is to be performed and shall notify the contractor in writing of unsatisfactory conditions. Installer shall not proceed until all unsatisfactory conditions have been corrected in a manner acceptable to the installer.
- C. If field conditions require modifications to the access covers, communicate necessary changes on the manufacturer's shop drawings

**3.02 PREPARATION**

- A. Prepare surfaces using methods recommended by the manufacturer for achieving the required results within project conditions.
- B. Corner blockouts should be square, level, free of spalling or laitance, and meet the dimensions shown on shop drawings. Repairs should be made using appropriate materials as recommended by concrete repair material manufacturer, based on project-specific conditions.
- C. Concrete repair material must be applied and allowed to cure in accordance to the manufacturer of the product recommendations and instructions.
- D. Clean dirt, debris, and other contaminants from both the blockout and access opening
- E. Mask areas adjacent to the trench and access covers as required to achieve a neat and clean installation. Remove masking prior to the curing process.

**3.03 INSTALLATION**

- A. Install access covers in accordance with the manufacturer's instructions. Rigidly anchor to substrate.
- B. Locate fasteners at interval recommended by manufacturer as shown on shop drawings.

**TECHNICAL SPECIFICATIONS**

- C. Repair or grout blockouts as required for continuous frame support. Bring base members to proper level; shimming is not allowed.

**3.04 PROTECTION AND CLEANING**

- A. Protect the installation from damage by work of other sections.
- B. Where required, remove and store cover plates and install temporary protection over trenches; re-install cover plates prior to substantial completion of work.
- C. Do not remove protective coverings until finish work in adjacent areas is complete.
- D. Prior to project closeout, clean exposed surfaces with a suitable cleaner as recommended by manufacturer.

**END OF SECTION**

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**TECHNICAL SPECIFICATIONS**

**SECTION 071326**  
**SELF-ADHERING SHEET WATERPROOFING**

**PART 1: GENERAL**

**1.01 SECTION INCLUDES**

- A. Surface preparation.
- B. Application of self-adhering membrane system.

**1.02 REFERENCES**

- A. ASTM C 836 – Standard Specification for High Solids Content, Cold Liquid Applied Elastomeric Waterproofing Membrane for Use with Separate Wearing Course.
- B. ASTM D 146 – Standard Test Methods for Sampling and Testing Bitumen-Saturated Felts and Fabrics Used in Roofing and Waterproofing.
- C. ASTM D 412 – Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers Tension.
- D. ASTM D 570 – Standard Test Method for Water Absorption of Plastics.
- E. ASTM D 882 – Standard Test Method for Tensile Properties of Thin Plastic Sheeting.
- F. ASTM D 903 – Standard Test Method for Peel or Stripping Strength of Adhesive Bonds.
- G. ASTM D 1000 – Standard Test Methods for Pressure-Sensitive, Adhesive-Coated Tapes used for Electrical and Electronic Applications.
- H. ASTM D 1876 – Standard Test Method for Peel Resistance of Adhesives.
- I. ASTM D 1970 – Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection – Section 7.6 Low Temperature Flexibility.
- J. ASTM D 5385 – Standard Test Method for Hydrostatic Pressure Resistance of Waterproofing Membranes.
- K. ASTM E 96 (Method B) – Standard Test Methods for Water Vapor Transmission of Materials.
- L. ASTM E 154 – Standard Test Methods for Water Vapor Retarders Used in Contact with Earth under Concrete Slabs, on Walls, or as Ground Cover.
- M. General Services Administration, Public Building Service: GSA-PBS-07115 Guide Specification for Elastomeric Waterproofing.

**1.03 SUBMITTALS**

- A. Product Data: Submit manufacturer's product data, installation

**TECHNICAL SPECIFICATIONS**

instructions, use limitations and recommendations.

B. Samples: Submit representative samples of the following for approval:

1. Sheet Membrane
2. Protection Board
3. Prefabricated Drainage Composite
4. Perimeter Drainage Composite

**1.04 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Sheet Membrane must be manufactured by a company with a minimum of ten (10) years of experience in the production and sales of membrane waterproofing materials.
- B. Applicator Qualifications: A firm having at least three (3) years of experience in applying these types of specified materials and specifically accepted in writing by the membrane system manufacturer.
- C. Materials: For each type of material required to complete the work of this section, provide primary materials which are the products of a single manufacturer.
- D. Pre-Application Conference: A pre-application conference shall be held to establish procedures and to review conditions, installation procedures and coordination with other related work. Meeting agenda shall include review of special details and flashing.
- E. Manufacturer's Representative: Arrange to have trained representative of the manufacturer on site periodically to review installation procedures.

**1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. Store materials in a clean, dry area in accordance with manufacturer's instructions.
- C. Store adhesives at temperatures of 40o F (5°C) and above to facilitate handling.
- D. Store membrane cartons on pallets.
- E. Keep away from sparks and flames.
- F. Completely cover when stored outside. Protect from rain.
- G. Protect materials during handling and application to prevent damage or contamination.
- H. Avoid use of products which contain tars, solvents, pitches, polysulfide polymers, or PVC materials that may come into contact with waterproofing membrane system.

**1.07 PROJECT CONDITIONS**

- A. Perform work only when existing and forecasted weather conditions are

**TECHNICAL SPECIFICATIONS**

within the limits established by the membrane manufacturer. Do not apply membrane if the temperature is below 25° F (-4° C) or to a damp, frost covered, or otherwise contaminated surface.

- B. Proceed with installation only when substrate construction and preparation work is complete. If necessary, ensure that subsoil is approved by architect or geotechnical firm.
- C. Warn personnel against breathing of vapors and contact with skin and eyes; wear appropriate protective clothing and respiratory equipment.
- D. Keep flammable products away from spark or flame. Post "No Smoking" signs. Do not allow use of spark-producing equipment during application and until all vapors have dissipated.
- E. Maintain work area in a neat and workmanlike condition. Remove empty cartons and rubbish from the site daily.

1.08 WARRANTY

- A. Manufacturer warrants only that this product is free of defects, since many factors which affect the results obtained from this product are beyond our control; such as weather, workmanship, equipment utilized and prior condition of the substrate. We will replace, at no charge, proven defective product within twelve (12) months of purchase, provided it has been applied in accordance with our written directions for uses we recommended as suitable for this product. Proof of purchase must be provided. A five (5) year material or system warranty may be available upon request. Contact Polyguard Products, Inc. for further details.

PART 2: PRODUCTS

2.01 MANUFACTURER

- A. Polyguard Products Inc. P.O. Box 755 Ennis, TX 75120-0755; Phone: (214) 515-5000 Email: [info@polyguard.com](mailto:info@polyguard.com)

2.02 SYSTEM MATERIALS

- A. Self-adhesive Membrane Waterproofing: Shall be Polyguard® 650 Membrane, a 60-mil rubberized asphalt membrane consisting of a high-density polyethylene film bonded to a layer of rubberized asphalt meeting  
or  
exceeding the following requirements:

PHYSICAL PROPERTIES

PROPERTY	TEST METHOD	TYPICAL VALUE
FILM COLOR		Black/White



**CONTRACT #XXXX****TECHNICAL SPECIFICATIONS**

MEMBRANE THICKNESS	ASTM D 1000	60 mils
TENSILE STRENGTH – MEMBRANE	ASTM D 412 Modified Die C	370 PSI
ELONGATION - ULTIMATE FAILURE OF RUBBERIZED ASPHALT	ASTM D 412	600%
TENSILE STRENGTH - FILM	ASTM D 882	7294 PSI
PERMEANCE	ASTM E 96 Method B	0.022 Perms
CRACK CYCLING	ASTM C 836 Tested @-15° F (-26° C)	no effect
PEEL ADHESION (TO CONCRETE)	ASTM D 903	17 lbs./in. width
PEEL ADHESION (LAPS – MEMBRANE TO MEMBRANE)	ASTM D 903	19 lbs./in. width
LAP PEEL ADHESION	ASTM D 1876	8.0 lbs./in. width
LOW TEMPERATURE FLEXIBILITY (-15° F)	ASTM D 1970 Modified	pass
PLIABILITY	ASTM D 146 180° bend over 1" mandrel at -25° F (-32° C)	No effect
PUNCTURE RESISTANCE – MEMBRANE	ASTM E 154	69 lbs.
RESISTANCE TO HYDROSTATIC HEAD	ASTM D 5385	231 ft.
EXPOSURE TO FUNGI IN SOIL	GSA-PBS 07115 (16 weeks)	No effect
WATER ABSORPTION	ASTM D 570	0.1%

**TECHNICAL SPECIFICATIONS**

**2.03 SYSTEM ACCESSORIES**

**A. Surface Primer Roller-grade Adhesive:**

1. Polyguard® 650 LT Liquid Adhesive: A rubber-based, tacky adhesive which is specifically formulated to provide excellent adhesion.
2. Polyguard® 650 WB Liquid Adhesive: A water-based, rubber-based adhesive which is specifically formulated to provide excellent adhesion.
3. Polyguard® California Sealant: A rubber-based sealant which is specifically formulated to provide excellent adhesion. The VOC (Volatile Organic Compound) content meets the South Coast Air Quality Management District regulations established under the February 1, 1991 version of Rule 1168 ©) (2) Adhesion and Sealant Applications. California Sealant is classified as an Architectural Sealant Primer Porous, with VOC of 527 g/L. Current SCAQMD regulations for this type sealant primer are 775 g/L.

**B. Detail Tape:**

1. Polyguard® Detail Tape: Rubberized-asphalt waterproofing membrane laminated to polypropylene backing. The membrane is wound onto a disposable, silicone-treated release sheet to prevent the membrane from sticking into itself while in the roll.. Use detail tape for applications (1) inside/outside corners and penetrating items (2) for patching areas.

**C. Liquid Membranes:**

1. Polyguard® Detail Tape: Rubberized-asphalt waterproofing membrane laminated to polypropylene backing. The membrane is wound onto a disposable, silicone-treated release sheet to prevent the membrane from sticking onto itself while in the roll. Use Detail Tape for applications (1) inside/outside corners and penetrating items (2) for patching damaged areas.
2. Polyguard® LM-95 Liquid Membrane: A two-component, asphalt-modified, urethane.

**D. Detail Sealant:**

1. Polyguard® Detail Sealant PW™: A single-component, STPE, 100% solid moisture-cured, elastomeric sealant. It is an environmentally friendly, non-isocyanate product that replaces silicone and urethane sealants. It is also a low VOC / HAPS-free, cold-applied, self-adhesive, elastomeric sealant.

**E. Drainage Composite:**

**TECHNICAL SPECIFICATIONS**

1. Polyguard® BD Drainage Mat: A sheet molded drainage for balcony decks with less than 3- inches of concrete and foot traffic only. It is manufactured with a geocomposite of a formed impermeable polymeric core covered on one side with a non-woven filter fabric that allows water to flow to designated drainage exits.
2. Polyguard® Polyflow® 15 Drainage Mat: Two-part, prefabricated, geocomposite drain consisting of a formed polymeric core covered on one side with polymeric filter fabric. The fabric allows water to pass into the drain core while restricting the movement of soil particles which might clog the core. The core allows water to flow to designated drainage exits.
3. Polyguard® Polyflow® 18 Drainage Mat: Two-part, prefabricated, geocomposite drain consisting of a formed polymeric core covered on one side with woven mono-filament filter fabric. The fabric allows water to pass into the drain core while restricting the movement of soil particles which might clog the core. The core allows the water to flow to designated drainage exits.
4. Polyguard® Totalflow™: Totalflow is a combination of our Polyguard sheet drain products with our unique Totalflow™ product. In the Totalflow™ system, the sheet drain performs its normal function of water collection, while the Totalflow™ section provides both water collection and a high-profile section allowing for high-capacity water flow to designated drainage exits. P

**PART 3: EXECUTION**

**3.01 EXAMINATION**

- A. Examine surfaces to receive self-adhering membrane. Notify the contractor if surfaces are not acceptable. Do not begin surface preparation or application until unacceptable conditions have been corrected.

**3.02 SURFACE PREPARATION**

- A. Protect adjacent surfaces not designated to receive waterproofing.
- B. Clean surfaces to receive waterproofing in accordance with manufacturer's instructions.
- C. Do not apply waterproofing to surfaces unacceptable to manufacturer.
- D. Concrete surfaces must be clean, smooth, and free of standing water.
- E. Patch all holes and voids and smooth out any surface misalignments.  
Polyguard Products 12-08-2023 07 13 26-6 Self-Adhering Sheet Waterproofing

**TECHNICAL SPECIFICATIONS**

**F. Cast-In-Place Concrete:**

1. Concrete should be dry, frost free and cured a minimum of seven days prior to application of Polyguard membrane and Liquid Adhesive on vertical substrates. On horizontal structural concrete surfaces the cure time is 21 to 28 days with no additional rain or moisture. Fill all form tie holes. Finish flush with the surrounding surface.
2. Fill and repair cracks, single bug holes of 1/2-inch or greater, or cavities in concrete with a Portland cement grout or concrete. Single bug holes can also be filled with Polyguard Detail Sealant PW™ or LM-95 Liquid Membrane. Finish flush with the surrounding surface.
3. All cracks over 1/16-inch in width, and any moving cracks under 1/16-inch, shall be routed out to a minimum of 1/4-inch width and sealed using a high-performance polyurethane sealant. Allow adequate curing time per the manufacturer's directions. Upon cure install an 8-inch wide strip of Polyguard® 650 Membrane over the crack.

**G. Masonry Surfaces:**

1. Striking off joints flush with surface is also required. Concrete masonry walls or brick with deeply recessed mortar joints require a well-adhered parge coat before application of membrane.

**3.03 APPLICATION**

**A. Priming:**

1. Apply primer to a cleaned, dust free surface. Apply by roller or spray. Apply Polyguard® 650 LT Liquid Adhesive or Polyguard® California Sealant at a rate of 250-300 sq. ft. per gallon or Polyguard® 650 WB Liquid Adhesive at a rate of 350-400 sq. ft. per gallon. Allow to dry per manufacturer's directions. Do not prime underneath Polyguard® Detail Sealant PW™ or Polyguard® LM-95 Liquid Membrane.

**B. Membrane Installation - Vertical Surfaces:**

1. All inside and outside corners shall be treated either with a 12-inch wide strip of Detail Tape centered along the vertical axis, or by applying a 90-mil thick application of Polyguard® Detail Sealant PW™ or Polyguard® LM-95 Liquid Membrane.
2. Install a 3/4-inch, 45-degree angle cant (fillet) of Polyguard® Detail Sealant PW™ or Polyguard® LM-95 Liquid Membrane at all changes in plane including inside corners to 6" vertically and horizontally beyond the cant (fillet). Do not use wood or fiber cant strips.
3. Waterproofing membrane should be applied vertically in sections of 8 feet in length or less. When vertical walls sections of more than 8-feet

**TECHNICAL SPECIFICATIONS**

- are to be waterproofed, apply 650 Membrane in sections no longer than 8-feet, starting from the lower foundation base and rising to the top with the 6-inches overlap, shingling down on each ply of membrane.
4. Side laps should be 2-1/2 inches minimum and staggered end laps should be 6 inches minimum.
  5. Use a hard roller or firmly press in the material as it is placed on the vertical surface.
  6. At penetrations, posts, or projections, seal with Polyguard® Detail Sealant PW™ or Polyguard® LM-95 Liquid Membrane 6 inches onto concrete and 3 inches onto penetrating item; then apply a second flashing sheet over the penetration extending a minimum of 6 inches from the detail. The seal the cut edges of all terminations must be sealed with Polyguard® Detail Sealant PW™ or Polyguard® LM-95 Liquid Membrane.
  7. Pipes which are wired together and touching, cannot properly be waterproofed. Ensure all pipes have proper spacing. Recommended spacing for pipe penetrations is 2-inches. The minimum allowed is 1-inch.
  8. All terminations of the membrane should receive a troweled bead of Polyguard® Detail Sealant PW™, LM-95 Liquid Membrane to a flat surface approximately 1/8-inch thick by 3/4-inch wide
  9. Inadequately lapped seams and damaged areas should be patched with Polyguard® Detail Tape. Patched areas should extend at least 6 inches in each direction beyond the defect.
  10. Fishmouths and/or severe wrinkles should be slit, flaps overlapped, and repaired.

**C. Membrane Installation – Horizontal Surfaces:**

1. All inside and outside corners shall be treated either with 12-inch strips of membrane or a 12-inch wide by 90-mil thick application of Polyguard® Detail Sealant PW™ or Polyguard® LM-95 Liquid Membrane. The field membrane should be centered over the corner. All inside corners shall have a minimum 3/4-inch fillet of Polyguard® Detail Sealant PW™ or Polyguard® LM-95 Liquid Membrane or latex modified cement mortar.
2. Apply waterproofing membrane to the primed surface starting at the low point and working to the high point in a shingling technique for maximum drainage.
3. Side laps should be 2-1/2 inches minimum and staggered end laps should be 6-inches minimum. Refer to Polyguard slope and/or zero-slope applications for Balconies and proper lap adhesion requirements.
4. Firmly roll the entire membrane with a minimum 75 lb. linoleum roller immediately after application. This will ensure excellent adhesion and minimize air pockets between the substrate and membrane.

**TECHNICAL SPECIFICATIONS**

5. At penetrations, posts, or projections, seal with Polyguard® Detail Sealant PW™ or Polyguard® LM-95 Liquid Membrane 6-inches onto concrete and 3-inches onto penetrating item; then apply a second flashing sheet over the penetration extending a minimum of 6 inches from the detail. The seal the cut edges of all terminations must be sealed with Polyguard® Detail Sealant PW™ or Polyguard® LM-95 Liquid Membrane.
6. At drains, apply Polyguard® Detail Sealant PW™ or Polyguard® LM-95 Liquid Membrane around the inside edge of the drain out onto substrate at least 6 inches then overlap with sheet membrane a minimum of 6 inches. Seal all permanently exposed cut edge terminations with Polyguard® Detail Sealant PW™ or Polyguard® LM-95 Liquid Membrane.
7. Membrane turned up on walls shall be terminated. Firmly press the terminated edge with a hand roller and protect with a troweled bead of Detail Sealant PW or LM-95 Liquid Membrane.
8. Inadequately lapped seams and damaged areas should be patched with additional membrane. Extend patch at least 6 inches beyond the defect.
9. Slit all "fishmouths," overlap the pieces, place patch over area and roll in place. Air blisters are typically caused by exposure and heat; this condition will subside as the sun no longer heats the membrane. This condition does not need attention unless blisters are large or excessive, softball size, and do not dissipate. Puncture large air blisters, expel the air, prime and cover with patch. Extend the patch material at a minimum of 6 inches in all directions beyond the repair area, then seal the patch edges with Detail Sealant PW or LM-95 Liquid Membrane.
10. Upon completion of horizontal membrane application, Polyguard recommends a flood test or appropriate leak detection method be completed on the surface with 2 inches of water for 24 hours. Mark any leak areas found during flood test and make repairs.

**D. Protection and Drainage Course:**

1. Apply protection board and/or drainage composite and perimeter drainage composite in accordance with manufacturer's written directions.

**END OF SECTION**

\* \* \* \* \*

**EXHIBIT “B”**

**PLANS**

# NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION

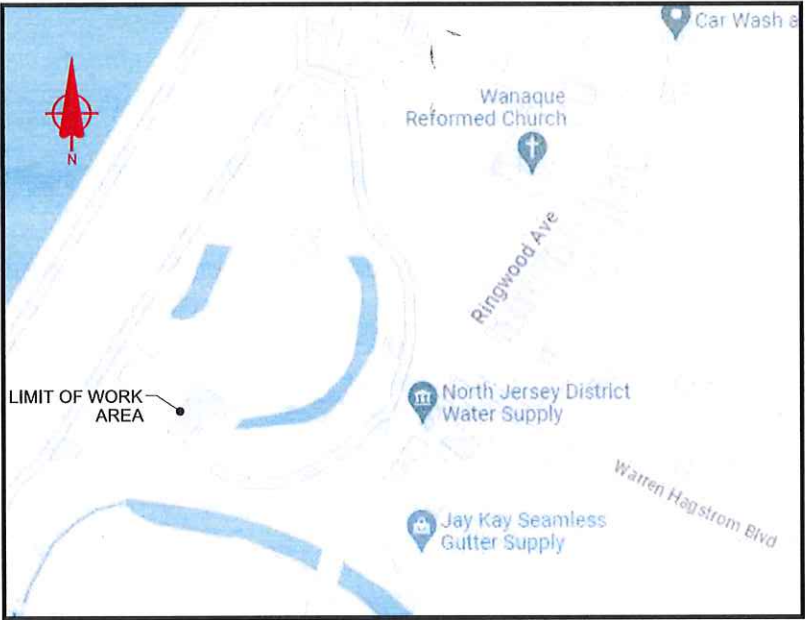
## LOW LIFT PUMP STATION CONTAINMENT PROJECT

### INDEX OF DRAWINGS

CS-1	COVER SHEET
EC-1	EXISTING CONDITIONS PLAN, VOLUME CALCULATIONS AND NOTES
C-1	PROPOSED CONTAINMENT PLAN AND DETAILS

### PROGRAM SUMMARY

THE EXISTING LOW LIFT PUMP STATION OUTDOOR ELECTRICAL SUBSTATION MUST MEET SPILL CONTAINMENT REQUIREMENTS PER NJDEP REGULATION N.J.S.A. 58:10-23.11a. THIS SET OF DRAWINGS WILL PROVIDE CALCULATIONS AND SHOW PLANS AND DETAILS THAT WILL MEET THE REGULATIONS PER THE SECTION NOTED ABOVE.



PROJECT LOCATION  
NTS



SITE LOCATION MAP  
NTS

PREPARED BY:  
NORTH JERSEY DISTRICT WATER  
SUPPLY COMMISSION  
1 F.A. ORECHIO DRIVE  
WANAQUE, NEW JERSEY 07465

DRAWN:	JPS		
CHECKED:	MMA		
SCALE:	NO SCALE		
DATE	01-26-24	DATE	REVISION

MARIA M. ALLIEGRO, P.E., LEED AP  
NEW JERSEY PROFESSIONAL  
ENGINEER LICENSE No. GE38566  
*Maria M. Alliegro* 4/4/24  
SIGNATURE DATE

SHEET NO:

CS-1

SHEET TITLE:

COVER SHEET

NORTH JERSEY DISTRICT  
WATER SUPPLY COMMISSION  
LOW LIFT PUMP STATION  
CONTAINMENT PROJECT  
ONE F.A. ORECHIO DRIVE  
WANAQUE, NEW JERSEY 07465



GENERAL NOTES:

1. TAX MAP - LOT 1, BLOCK 106, ON THE CURRENT TAX MAP OF THE BOROUGH OF WANAUKE SHEET #1.
2. ORTHOPHOTOGRAPHY - NJ OFFICE OF INFORMATION TECHNOLOGY (NJOIT), OFFICE OF GEOGRAPHIC INFORMATION SYSTEMS (OGIS), AND U.S. GEOLOGICAL SURVEY, 20160224, NEW JERSEY 2020 HIGH RESOLUTION ORTHOPHOTOGRAPHY, NAD83(2011) NJ STATE PLANE FEET, MRSID TILES: NJOIT, OGOS PO BOX 212, TRENTON, NJ 08625-0212, US.
3. RECORD PLAN - "NORTH JERSEY DISTRICT WATER SUPPLY COMMISSION, WANAUKE WATER FILTRATION PLANT UPGRADING, PIPING AND UTILITIES PLAN II" PREPARED BY CLINTON BOGERT ASSOCIATES, DATED MARCH 7, 1989.
4. THE EXISTING LOW LIFT PUMP STATION OUTDOOR ELECTRICAL SUBSTATION MUST MEET SPILL CONTAINMENT REQUIREMENTS PER NJDEP REGULATION N.J.S.A. 58:10-23.11a. THIS SET OF DRAWINGS WILL PROVIDE CALCULATIONS AND SHOW PLANS AND DETAILS THAT WILL MEET THE REGULATIONS PER THE CODE SECTION NOTED ABOVE.
5. THE EXISTING CONDITIONS PLAN IS BASED ON A SURVEY PREPARED BY SUBURBAN CONSULTING ENGINEERS, INC. DATED JULY 18, 2023.
6. THIS SURVEY IS PREPARED IN ACCORDANCE WITH DOCUMENTS SUPPLIED BY THE OWNER AND SUPPLEMENTAL INFORMATION OBTAINED BY SUBURBAN CONSULTING ENGINEERS, INC. THROUGH LIMITED RECORDS RESEARCH. THE DOCUMENTS USED DO NOT REPRESENT A COMPLETE TITLE SEARCH OF THE PROPERTY AND MAY OR MAY NOT BE ALL THE RELEVANT TITLE DOCUMENTS FOR THE SUBJECT PROPERTY.
7. SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RIGHT OF WAY, AND EXCEPTIONS OF RECORD.
8. LOCATIONS OF UNDERGROUND UTILITIES, IF DEPICTED, ARE APPROXIMATE. ALL LOCATIONS AND SIZES ARE BASED ON UTILITY MARK-OUTS, ABOVE GROUND STRUCTURES THAT WERE VISIBLE AND ACCESSIBLE AT THE TIME OF THE SURVEY. THE LACK OF UTILITY INFORMATION DOES NOT DENY THE EXISTENCE OF SAME AND SUBURBAN CONSULTING ENGINEERS, INC. DOES NOT GUARANTEE THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA EITHER IN SERVICE OR ABANDONED. REFERENCE TO THE APPROPRIATE UTILITY AUTHORITY SHOULD BE MADE TO VERIFY THE PRESENCE OF ABSENCE OF UTILITIES.
9. HORIZONTAL DATUM BASED ON NAVD-83(2011), PER GPS SATELLITE OBSERVATION.
10. VERTICAL DATUM BASED ON NAVD-88, PER GPS SATELLITE OBSERVATION.
11. DATUM SHOWN HEREON PER GPS SATELLITE OBSERVATION AND SOLUTIONS PROVIDED REAL TIME BY KEYNET GPS, INC. WHICH UTILIZES TRIMBLE VIRTUAL REFERENCE SYSTEM CONTINUALLY OPERATING HIGH PRECISION GNSS REFERENCE STATIONS. DATUM PROVIDED IS NAD-83(2011)/NAVD-88 NEW JERSEY STATE PLANE COORDINATE SYSTEM, ZONE 2900.
12. CONDITIONS DEPICTED HEREON PER ACTUAL FILED INSTRUMENT SURVEY PERFORMED JULY 6, 2023.
13. EXISTING CONDITIONS SURVEY LIMITED TO AREA DEPICTED HEREON, NO BOUNDARY EVIDENCE WAS COLLECTED AND/OR RECORDS ANALYZED. THE SURVEY HAS BEEN PREPARED IN ACCORDANCE WITH N.J.A.C. 13:40-5.1.
14. PROPERTY LINE/RIGHT-OF-WAY LINES DEPICTED HEREON PER AVAILABLE MUNICIPAL TAX MAP INFORMATION AS WELL AS PARCEL DOWNLOADED FROM NEW JERSEY GEOGRAPHICAL INFORMATION NETWORK (NJGIN), PUBLISHED BY NJ OFFICE OF INFORMATION TECHNOLOGY (NJOIT) AND OFFICE OF GEOGRAPHIC INFORMATION (OGIS). PARCEL DATA IS PROJECTED TO NEW JERSEY STATE PLANE COORDINATE SYSTEM (NAD-83(2011), FIPS 2900). THE LINE DEPICTED DOES NOT REPRESENT LEGAL BOUNDARIES AND ARE ONLY INTENDED TO PROVIDE REASONABLE REPRESENTATION OF THE PARCEL BOUNDARIES FOR THE VARIOUS PERMITTING PURPOSES CONTRACTED FOR.
15. DURING CONSTRUCTION THE EXISTING TRANSFORMERS SHALL BE PROTECTED AND CONTAINED FOR ANY POSSIBLE LEAKAGE THAT MAY OCCUR.

VOLUME CALCULATIONS:

REQUIRED CONTAINMENT VOLUME:

TOTAL REQUIRED CONTAINED AREA = 1,182 sf  
TOTAL CONTAINMENT VOLUME NEEDED PER REGULATION = 6" RAINFALL + LARGEST TRANSFORMER VOLUME  
⇒ .5' X 1,182 sf = 591 cf X 7.48 gal/cf = 4,421 gallons  
LARGEST TRANSFORMER BY VOLUME = 420 gallons  
⇒ TOTAL STORAGE VOLUME NEEDED PER REGULATION = 4,421 gallons + 420 gallons = **4,841 GALLONS**

PROPOSED CONTAINMENT VOLUME:

EXISTING BUILDING STORAGE VOLUME AREA #1 = 618 sf x .5' = 309 cf X 7.48 gal/cf = 2,311.32 gallons  
⇒ PROPOSED BUILDING VOLUME STORAGE = **2,311 GALLONS**

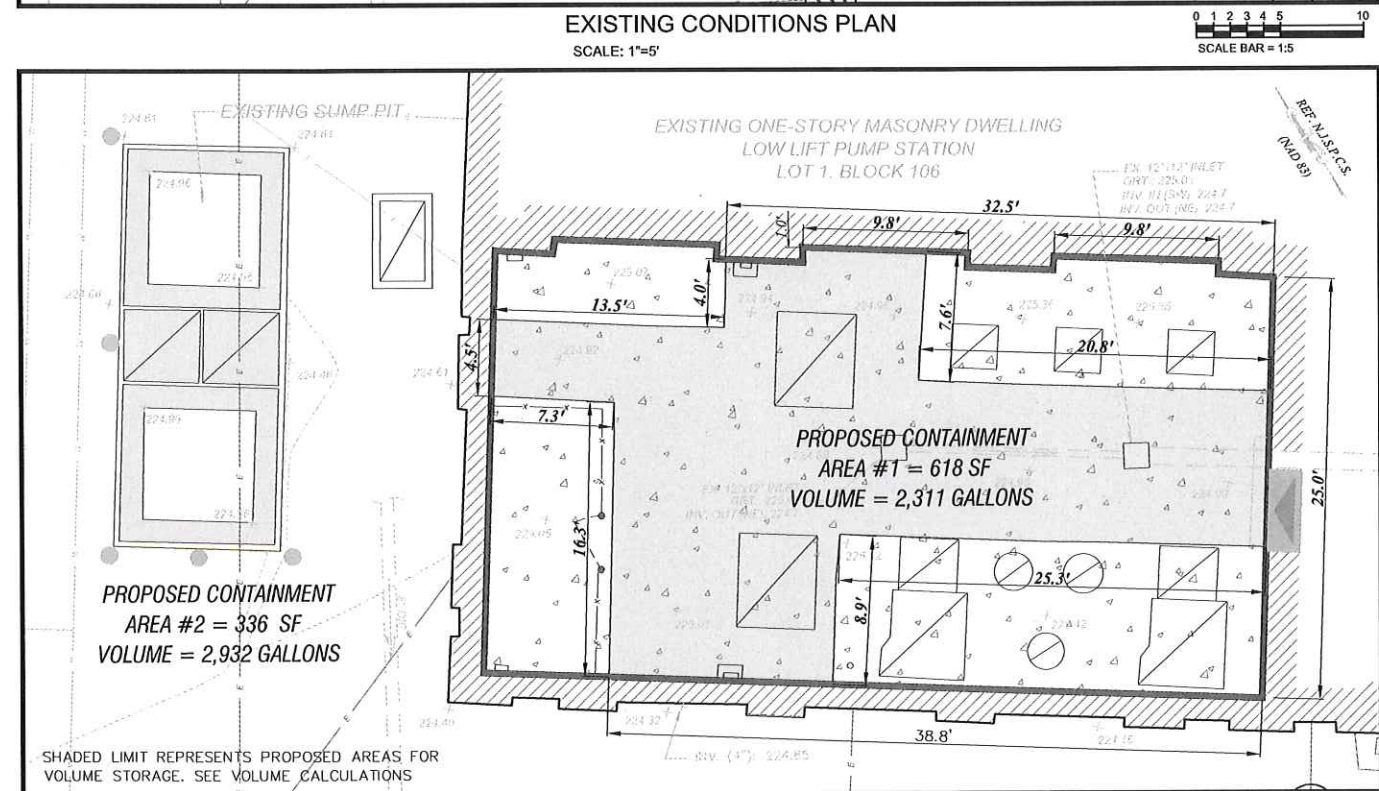
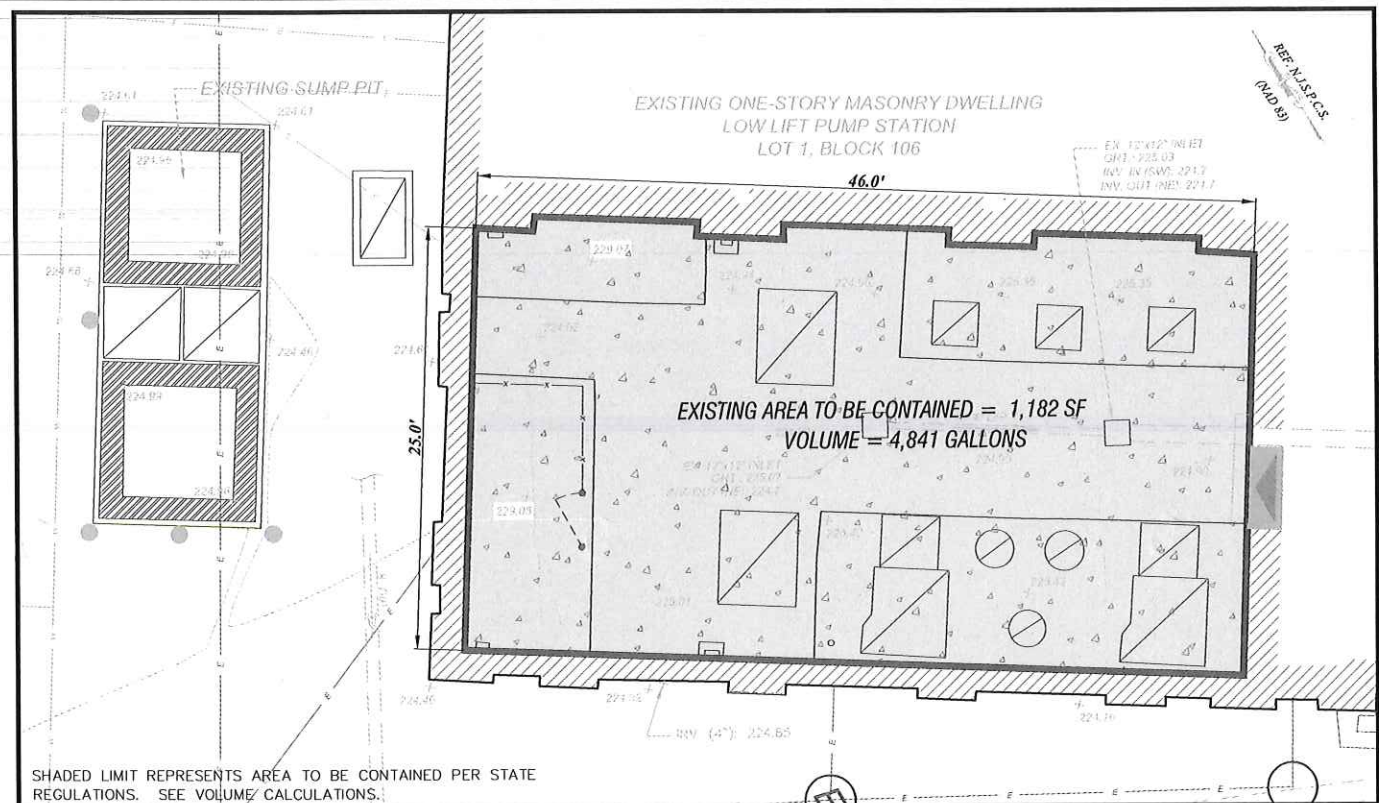
EXISTING SUMP PIT STORAGE VOLUME AREA #2 (SEE DETAIL ON SHEET C-1)  
CHAMBER #1 = 32 sf x 2.5ft (deep) = 80 cf X 7.48 gal/cf = 598.4 gallons  
CHAMBER #2 = 32 sf x 2.5ft (deep) = 80 cf X 7.48 gal/cf = 598.4 gallons  
CHAMBER #3 = 16 sf x 3.5ft (deep) = 56.0 cf X 2 sumps = 112 cf X 7.48 gal/cf = 837.7 gallons  
CHAMBER #3A = 100 sf x .5ft (deep) = 50 cf X 2 sumps = 100 cf X 7.48 gal/cf = 748 gallons  
= 40 sf x .5ft (deep) = 20 cf X 7.48 gal/cf = 149.6 gallons

⇒ PROPOSED SUMP PIT STORAGE VOLUME = 598.4 gallons (CHAMBER #1) + 598.4 gallons (CHAMBER #2) + 837.7 gallons (CHAMBER #3) + 897.6 gallons (CHAMBER #3A)

⇒ TOTAL SUMP PIT PROPOSED STORAGE VOLUME = **2,932 GALLONS**

TOTAL PROPOSED STORAGE VOLUME (BUILDING & SUMP PIT) = 2,311 GALLONS + 2,932 = **5,243 GALLONS**

⇒ PROPOSED STORAGE VOLUME = 5,243 GALLONS > REQUIRED STORAGE VOLUME = 4,841 GALLONS  
THEREFORE DESIGN MEETS REQUIREMENTS SET FORTH BY THE STATE REGULATIONS



PREPARED BY:  
NORTH JERSEY DISTRICT WATER  
SUPPLY COMMISSION  
1 F.A. ORECHIO DRIVE  
WANAUKE, NEW JERSEY 07465

DRAWN:	JPS
CHECKED:	MMA
SCALE:	AS NOTED
DATE:	01-26-24
REVISION:	

MARIA M. ALLIEGRO, P.E., LEED AP  
NEW JERSEY PROFESSIONAL  
ENGINEER LICENSE No. GE38566  
Signature: *Maria M. Alliegro* 4/4/24  
DATE:

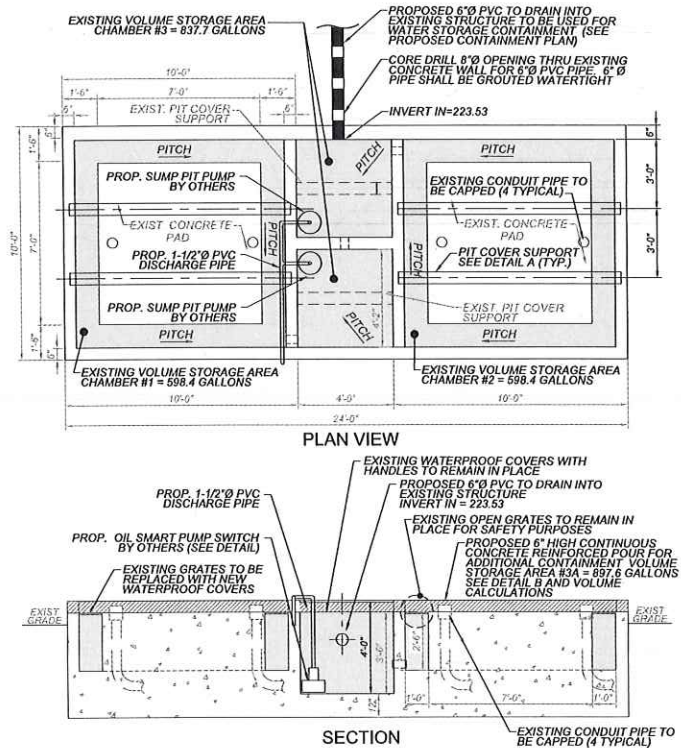
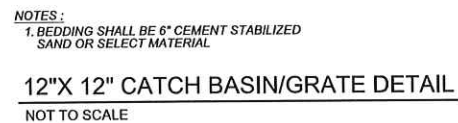
SHEET NO: **EC-1**  
EXISTING CONDITIONS PLAN  
VOLUME CALCULATIONS  
AND NOTES

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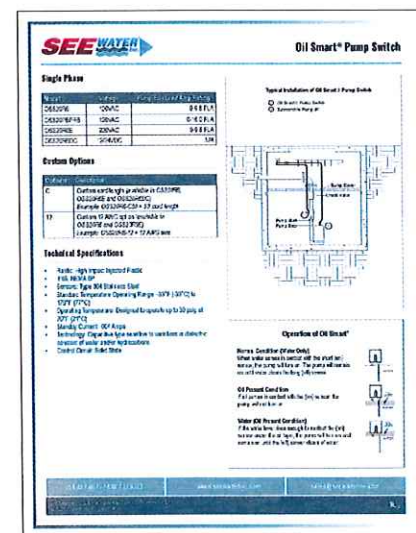


NORTH JERSEY DISTRICT  
WATER SUPPLY COMMISSION  
LOW LIFT PUMP STATION  
CONTAINMENT PROJECT  
ONE F.A. ORECHIO DRIVE  
WANAUKE, NEW JERSEY 07465



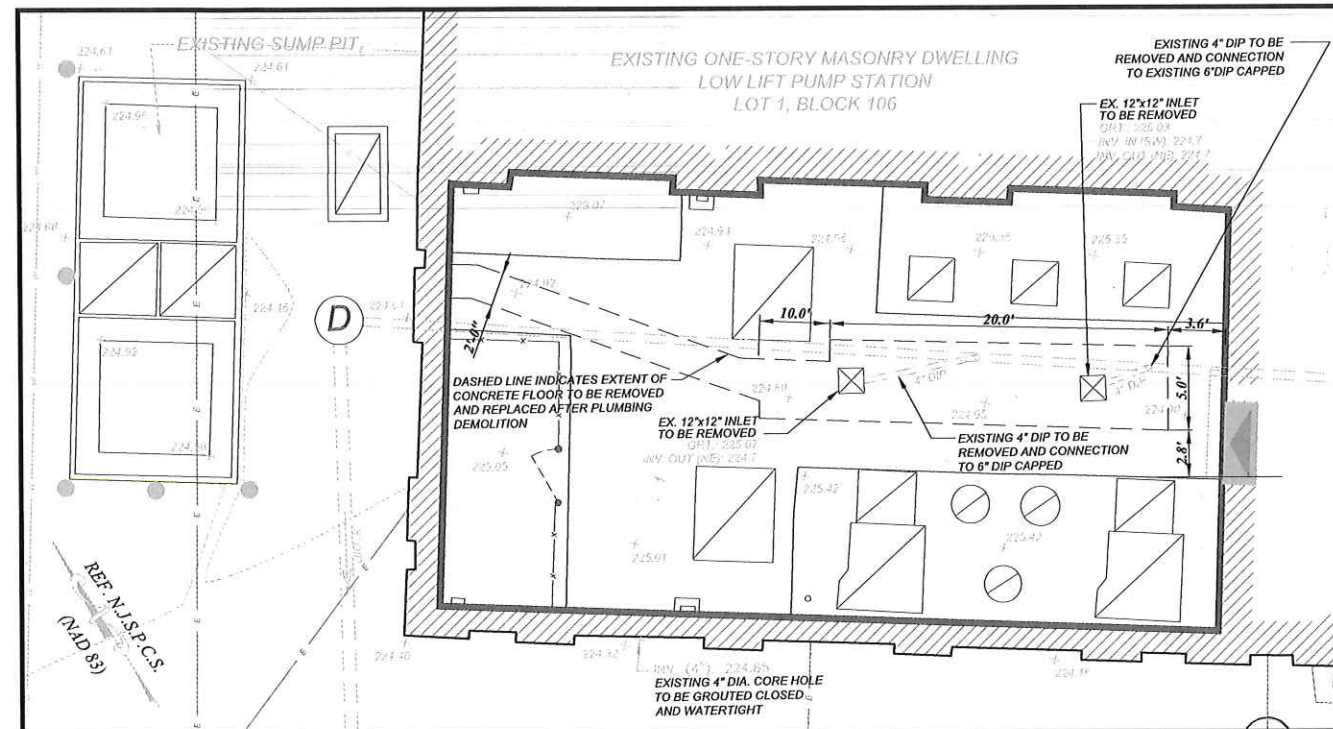


EXISTING CONTAINMENT STRUCTURE with IMPROVEMENTS

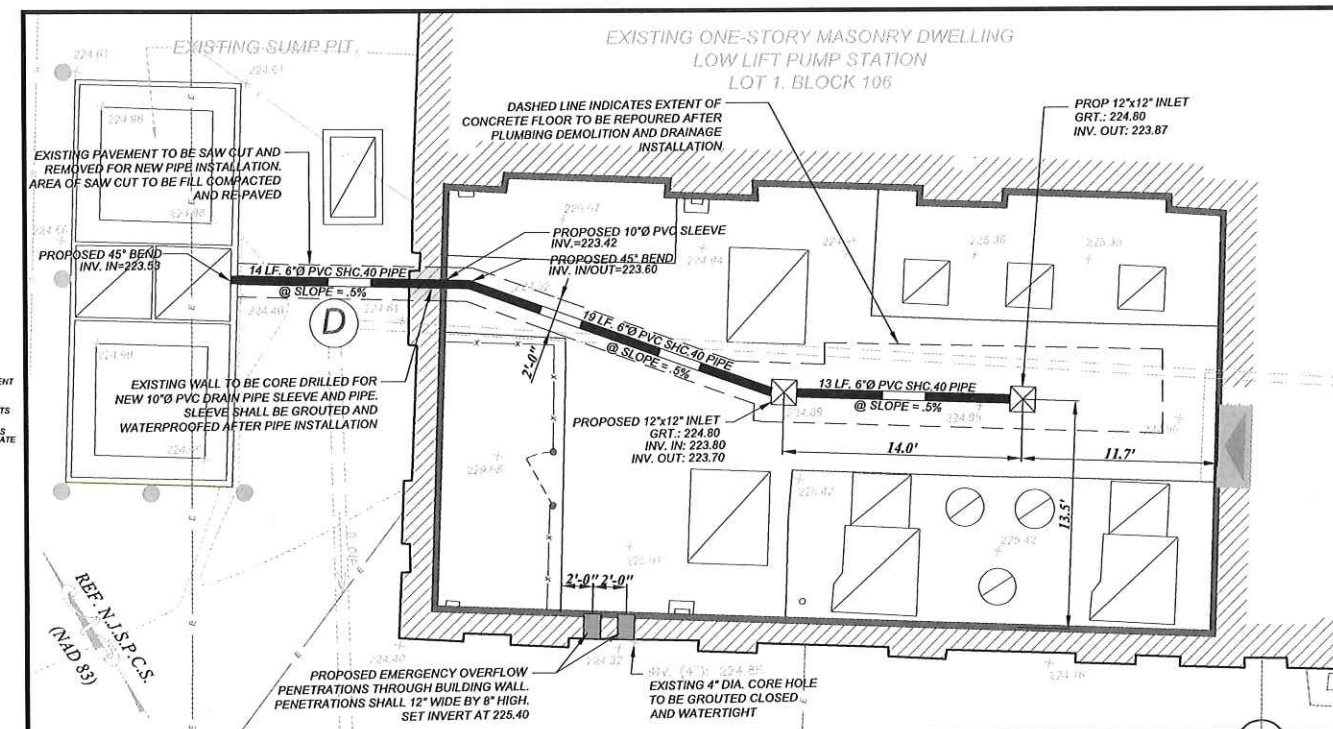


### OIL SMART PUMP SWITCH DETAIL

NOT TO SCALE



**PROPOSED CONTAINMENT DEMO PLAN**  
SCALE: 1"=5'



PROPOSED CONTAINMENT PLAN  
SCALE: 1"=5'

DRAWN: JPS			
CHECKED: MMA			
SCALE: AS NOTED			
DATE 01-26-24	DATE		REVISION

MARIA M. ALLIEGRO, P.E., LEED AP  
NEW JERSEY PROFESSIONAL  
ENGINEER LICENSE No. GE38566

*Maria M. Alliegro* 4/4/24  
SIGNATURE DATE

SHEET TITLE:	SHEET NO:
<b>PROPOSED CONTAINMENT PLAN AND DETAILS</b>	<b>C-1</b>

SHEET TITLE:	PROPOSED
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**NORTH JERSEY DISTRICT  
WATER SUPPLY COMMISSION  
LOW LIFT PUMP STATION  
CONTAINMENT PROJECT**  
ONE P.A. ORCHIO DRIVE  
WANAEUE, NEW JERSEY 07465

**CONTRACT #2131**

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

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

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

**CONTRACT #2131**

**ATTACHMENT #2**

**CONFIDENTIALITY &  
NON-DISCLOSURE AGREEMENT**

**Pages (5) Five**

COMMISSIONERS  
HOWARD 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](mailto:commissionoutreach@njdwsc.com)

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

## **CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT**

**THIS CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT** (the “Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 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 #2131 LOW LIFT PUMP STATION CONTAINMENT 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**

**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES  
IN RUSSIA OR BELARUS & IRAN INVESTMENT ACTIVITIES**

**Pages (3) Three**

## Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

### Part 1: Certification

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

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

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

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

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

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

### CONTRACT AWARDS AND RENEWALS



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

## CONTRACT AMENDMENTS AND EXTENSIONS



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

## IF UNABLE TO CERTIFY



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

## Part 2: Additional Information

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

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

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

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

*I acknowledge that the **North Jersey District Water Supply Commission** is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **North Jersey District Water Supply Commission** to notify the **North Jersey District Water Supply Commission** in writing of any changes to the answers of information contained herein.*

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

<b>Full Name (Print)</b>		<b>Title</b>	
<b>Signature</b>		<b>Date</b>	

**CONTRACT #2131**

**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 [\_\_\_\_\_].

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#### CONTRACT CLAUSE

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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.

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#### EXPLANATORY NOTE

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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](http://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](http://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](http://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](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](http://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/](http://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](http://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:

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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 \_\_\_\_\_