

CUMBERLAND COUNTY UTILITIES AUTHORITY

333 Water Street
BRIDGETON, NEW JERSEY 08302



BID SPECIFICATIONS FOR:

MISCELLANEOUS CONSTRUCTION SERVICES

Bid Opening: December 3, 2024, at 10 AM

Specification: 2024-13

Updated 10/10/24

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PUBLIC NOTICE
ADVERTISEMENT AND NOTICE TO BIDDERS
CUMBERLAND COUNTY UTILITIES AUTHORITY

Notice is hereby given that sealed bids for **Miscellaneous Construction Services** will be received, officially opened, and read aloud by the Executive Director of the Cumberland County Utilities Authority, 333 Water Street, Bridgeton, NJ at the hour of 10:00 AM, prevailing time, on Tuesday, December 3, 2024. Late bids will be returned unopened.

Work under this contract may include but is not limited to emergency and scheduled repairs of gravity sewer mains, forced sewer mains, concrete removal and installation and bituminous paving removal and installation on an “as needed” basis.

Responsive Bidders must register by email to dbuirch@ccuanj.gov.

Bids shall be made on the bid forms provided and in the manner prescribed. They shall be enclosed in sealed envelopes bearing the legend:

Bid for: Misc. Construction Services Specification No. 2024-13

Bidders are required to comply with the requirements of P.L. 1975, C. 127 (NJAC 17:27).

The Cumberland County Utilities Authority reserves the right to waive any informality in any bid and to reject any or all bids as provided for in the instructions to bidders.

Bid Specifications may be viewed & downloaded at www.ccuanj.gov under Current Projects or may be obtained from the Cumberland County Utilities Authority, 333 Water St., Bridgeton, NJ 08302, daily between 8:30 AM and 3:00 PM for a \$10 fee.

B. Carlson, Executive Director

INFORMATION FOR BIDDERS

CUMBERLAND COUNTY UTILITIES AUTHORITY

333 Water Street

Bridgeton, NJ 08302

856-455-7120 / Fax 856-459-0470

Website: www.ccuanj.gov

CCUA contact:

Dominic Buirch, Chief Financial Officer

856-497-9320

dbuirch@ccuanj.gov

LOCATION OF WORK: Work to be constructed will be performed at the Cumberland County Utilities Authority's Water Street Plant or at various locations along or adjacent to existing Authority Facilities.

SCOPE OF WORK: The work in general is described briefly in the following paragraph and presented in more detail in the Technical Specifications Section 1 -SUMMARY OF WORK:

Work includes but is not limited to emergency and scheduled repairs of gravity sewer mains, forced sewer mains, concrete removal and installation and bituminous paving removal and installation.

1. Bid Submission - Bids shall be submitted on the Bid Form supplied herewith. They shall be returned in sealed envelopes addressed to:

Cumberland County Utilities Authority
333 Water Street
Bridgeton, NJ 08302
Attn: Dominic Buirch

The envelope shall be marked in the lower left quadrant:

**Bid For: MISCELLANEOUS CONSTRUCTION SERVICES
SPECIFICATIONS # 2024-13**

The Authority accepts no liability for bids opened in error due to the absence of such notation.

2. **Notice – Respondents Must Register to be considered as a successful respondent. Each respondent must provide a Company name, Project Name, Contact person name with email and phone number. Registration should be made by emailing the required information above to Dominic Buirch at dbuirch@ccuanj.gov.**
3. Bids shall be made on the forms provided and all blank spaces shall be properly filled in, words and figures. In the event of discrepancy between the prices quoted in words and figures, the words shall control. BIDDERS shall acknowledge receipt of any Addenda in the space provided on the bid form. No bid will be considered unless all spaces are properly filled.
4. No Proposal Guarantee will be required under this request for bids.
5. The AUTHORITY shall award the Contract or reject any and all bids within sixty (60) days after the

bid opening date. Proposals may be withdrawn up to the opening of bids. The Proposal of the three (3) lowest bidders shall not be withdrawn for a period of three (3) months following the opening of bids.

6. Each Bid shall be accompanied by an executed Bid Affidavit, Non-Collusion Affidavit, Corporate Disclosure Statement, Disclosure of Investment Activities in Iran form, and a Statement of Ownership Disclosure in the forms provided in the Contract Documents.
7. N.J.S.A 52:25-24.2 provides that each bidder (Contractor), and each of the respective subcontractors submits proof of business registration prior to the contract award. Proof of registration shall be a copy of the bidder's and its subcontractor(s) Business Registration Certificate (BRC).
8. Each Bid shall be accompanied by a Bidder's Qualification Sheet, in the form provided in the Contract Documents. The Qualification Sheet shall be completed and shall include all the information requested to permit the AUTHORITY to evaluate the BIDDERS, skill, equipment, and financial standing.
9. Each Bid shall list the complete name and address of all subcontractors and the work they will perform for the BIDDER.
10. The "Public Works Contractor Registration Act" (P.L. 1999, c 238) (N.J.S.A. 34:11-56.48 et seq.), became effective April 11, 2000. Under the Act, no contractor/subcontractor will be permitted to bid on or engage in any contract for public work unless that Contractor/subcontractor is registered with the New Jersey Department of Labor. The Act provides that upon registration with the Department, a public works contractor/subcontractor will be issued a certificate by the Department indicating compliance with the Act's requirements. **A copy of this certificate must be attached for all contractors and each of their respective subcontractors to the "Bidders Qualifications Form" in the bid proposal.**
11. If the Bid shall be accepted by the Authority and should the BIDDER fail to execute a satisfactory Contract within the time stated herein, the Authority may, at its option, determine that the BIDDER has abandoned the Contract, and there upon the Bid shall be null and void.
12. No additional or qualifying clauses shall be written in or included by the BIDDER.
13. The right is reserved by the Cumberland County Utilities Authority to reject any and all RFPs and the right to waive minor discrepancies.
14. Bids submitted from the three (3) lowest responsible bidders shall not be withdrawn after the bid opening without the consent of the Authority for a period of sixty (60) days following the scheduled date and time of the opening bids. Nothing contained herein shall preclude a BIDDER from withdrawing his bid prior to the scheduled time of opening.
15. Duplication of the Bidding forms as herein enclosed shall be permitted should a BIDDER require additional documents to prepare his bid. All other reproduction or use hereof is absolutely prohibited without the written consent of the Executive Director.
16. **AWARD OF CONTRACTS:** A Contract, if let, will be awarded to the lowest responsible Bidder for the work to be Contracted contingent upon the Authority receiving approval from all

regulatory agencies having jurisdiction. A contract, if let, will be issued within sixty (60) days following Bid Opening.

17. **CONTRACT:** The BIDDER to whom the award is made will be required to execute a written Contract with the OWNER within ten (10) days after notification of the acceptance of his bid. **TERM OF CONTRACT:** The term of this Contract shall start immediately at time of award and shall expire on December 31, 2025.
18. **SUBCONTRACTS:** BIDDERS shall not utilize subcontractors that are not listed on the Bid without first obtaining written approval from the Authority and its Engineer.
19. **INSURANCE:** The bidder shall carry Public Liability Insurance and maintain the same in force during the term of the Contract.

Contractor shall assume all risk of loss or damage to the Goods prior to acceptance of delivery by Cumberland County Utilities Authority at the point of delivery, and shall purchase and maintain insurance on the Goods during the process of fabrication and while in transit to insure against the perils of fire and extended coverage including "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse, water damage and such other perils as Cumberland County Utilities deems appropriate

The bidder shall provide with the bid a certificate of insurance providing for the coverage's indicated above. The successful bidder shall from time to time provide the Cumberland County Utilities Authority with such further assistance as may be requested to substantiate that such insurance is in full force and effect.

20. **SAFETY AND HEALTH REGULATIONS:** The Contractor shall comply with all applicable safety and health regulations to include, but not limited to, the following:

U.S. Department of Labor regulations promulgated under the Occupational Safety and Health Act of 1972 (P.L. 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (P.L. 91-54) and all subsequent amendments thereto.

21. **PREVAILING WAGE RATE:** The CONTRACTOR shall comply with the State of New Jersey prevailing wage rate law pursuant to P.L.1963 c.150 as amended and supplemented from time to time.
22. **PUBLIC DISCLOSURE** - No corporation or partnership may be awarded a contract for the performance of work or the Purchase of materials or supplies, unless it lists with its bid, or prior thereto, the names and addresses of all stockholders who own ten (10) percent or more of its stock of any class, or all individual partners who own a ten (10) percent or greater interest therein (N.J.S.A. 52: 25-24.2, PL 1977, Chapter 33).

Failure to supply this information shall be the cause for disqualification of a bidder.

23. **INTERPRETATION OF SPECIFICATIONS** - The bidder understands and agrees that its bid is submitted on the basis of specifications prepared by the owner. The bidder accepts the obligation to become familiar with these specifications.

Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Should a discrepancy be discovered in the specification it must be brought, in

writing, to the attention of the Cumberland County Utilities Authority, immediately.

All explanations, interpretations and instructions will be by written addenda, bulletin, etc., issued by the Cumberland County Utilities Authority to all bid holders.

24. **INDEMNIFICATION** - Bidders shall agree, if awarded a contract, that they will indemnify and save harmless the Cumberland County Utilities Authority, its agents and employees, from all suits and actions of every nature and description brought against it, growing out of that contract, or contracts, written or verbal, entered into between the Authority and the successful bidder, and further that upon the awarding of the contract in accordance with these specifications, this agreement of indemnification shall automatically become effective.
25. **PRICES** - Carelessness in quoting prices or in preparation of bid otherwise will not relieve the bidder of the responsibility for the accuracy of the bid. Bid prices shall be F.O.B. destination and net, with all discounts deducted except the cash discount for prompt payment of invoice, if offered.
26. **TAXES** - The Cumberland County Utilities Authority is exempt from State Taxes.
27. **AFFIRMATIVE ACTION** - If awarded a contract, your company/firm will be 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.

Following is the required regulatory text:

N.J.A.C. 17:27 MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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 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 or 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 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.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey, and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

28. Americans With Disabilities Act - Equal Opportunity for Individuals with Disabilities

The contract and the Cumberland County Utilities Authority, hereafter ("Owner") do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S12.101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a 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 the contractor, its agents, servants, employees, or 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 this 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 or 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 incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The Owner shall, as soon as practicable after a claim has been made against it, give the 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, and employees, the Owner shall expeditiously forward or have forwarded 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 the Owner 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 other actions available to it under any other provisions of this Agreement or otherwise at law.

29. **QUESTIONS** - Questions concerning this bid invitation may be directed to the Cumberland County Utilities Authority by calling (856) 497-9320.
30. **CODES & REGULATIONS** - The Services furnished as part of this bid shall meet all applicable regulatory requirements pertaining to this service, including but not limited to: Federal, State and Local Codes; and any applicable OSHA requirement.
31. **OWNER'S RIGHTS** - The Cumberland County Utilities Authority reserves the right to accept or reject any and all bids, or parts thereof, and to award this bid to the vendor that is determined to serve the best interests of the Cumberland County Utilities Authority. **Rejection of Bids** - Any bid which is incomplete, obscure, conditioned or contains irregularities of any kind may be rejected. Alterations of any pages or erasures may be cause for rejection. A bid and bid bonds and surety which is not signed or properly signed and executed by the proper officers or officials of the proposer may be rejected. Failure to complete the specification detailed data pages may be cause for rejection.
32. **PAYMENTS** - Payment shall be made to the contractor after receipt of an invoice upon inspection and acceptance of the service by an authorized representative of the Cumberland County Utilities Authority. Payments are made by the Cumberland County Utilities Authority after the regular monthly meeting, held on the third Thursday. **Invoice must be received by the Cumberland County Utilities Authority at least ten (10) days prior to that meeting.**

BID FORM

Addressed to: CUMBERLAND COUNTY UTILITIES AUTHORITY
333 Water Street
Bridgeton, NJ 08302

Project: **Miscellaneous Construction Services**

The signer of this Proposal as Bidder declares:

That he has received and examined the Contract Documents, including the Advertisement for Bids, Information for Bidders, Form of Contract, General Conditions, Specifications, and Addenda, if any.

That he has satisfied himself, by personal examination of the Contract Documents, and in submitting this Proposal, Bidder agrees:

- (1) To accept the provisions set forth in the Information for Bidders,
- (2) To enter into and execute a Contract, if awarded on the basis of this Proposal
- (3) To accomplish the work in accordance with the Contract Documents and the Information for Bidders.
- (4) That the Total Price Bid, as correctly determined from the bid documents, will control in awarding the Contract and that the Owner may elect not to authorize the Contractor to perform work under a bid item(s). The bidder also understands that the Owner may increase or decrease the quantity of work to be done under any item and that the Contractor will only be paid for the actual quantity of work provided based on the bid unit prices.
- (5) The Contractor shall include mobilization, demobilization, overhead, and profit associated with this Contract in the individual BID/PAY ITEMS. No separate payment for overhead and profit shall be made under this Contract.
- (6) **For BID/PAY ITEMS designated equipment only**, it is implied that there is no dedicated operator or driver on-site. The contractor will only be paid for the actual time of use/operation of each associated piece of equipment. There will be no payment for equipment that is on "stand-by", this should be included in the unit price bid for each individual pay item. Separate payment for the operator or driver shall be made based on the classification of the individual(s) operating the equipment. Example: If a foreman operates a piece of equipment, the contractor will be paid based on the time the equipment was in use/operation at the unit price bid in addition to the unit price bid for the foreman hourly rate.
- (7) Any associated superintendence, materials, tools, transportation, or other costs associated with an individual BID/PAY ITEM shall be included in the bid cost for each individual BID/PAY ITEM.
- (8) For PAY/BID ITEMS that indicate a COMPLETE installation, the Contractor shall include ALL labor (**based on NJ Prevailing Wages**), superintendence, materials, tools, transportation, plant, and equipment as well as means of construction necessary and reasonably incidental to the complete individual BID/PAY ITEM.

Bid Form (Continued)

Item	Description	Units		Unit Prices	Per	Estimated Cost
Labor						
1	Foreman	40	Hr.	\$	Hr.	\$
2	Laborer	40	Hr.	\$	Hr.	\$
3	Pipe Fitter	40	Hr.	\$	Hr.	\$
4	Mechanic	40	Hr.	\$	Hr.	\$
Equipment						
5	Backhoe	16	Hr.	\$		\$
6	Loader	16	Hr.	\$		\$
7	Excavator	16	Hr.	\$		\$
8	Roller	16	Hr.	\$		\$
9	Bulldozer	16	Hr.	\$		\$
10	6 CY Dump Truck	16	Hr.	\$		\$
11	20 CY Dump Truck	16	Hr.	\$		\$
12	Compressor	16	Hr.	\$		\$
13	Jack Hammer	16	Hr.	\$		\$
14	Service Truck	16	Hr.	\$		\$
15	Dewatering Pump	16	Hr.	\$		\$
16	Generator	16	Hr.	\$		\$
17	Saw Cutting	16	Hr.	\$		\$
18	Shoring	16	Hr.	\$		\$
19	Large Shoring	16	Hr.	\$		\$
20	Steel Plate	16	Hr.	\$		\$
21	Tamper	16	Hr.	\$		\$
22	12" Ductile Tapping Machine	16	Hr.	\$		\$
Materials						
23	Stone	8	Ton	\$		\$
24	DGA	8	Ton	\$		\$
25	Cold Patch	4	Ton	\$		\$
26	Clean Fill	10	Cy	\$		\$
27	8" Line Stop/Bypass	2		\$		\$
28	10" Line Stop/Bypass	2		\$		\$
29	12" Line Stop/Bypass	2		\$		\$
30	Silt Fence @ Linear Foot	500	Ft	\$		\$

Total Price Bid (Sum of Line 1 through 30) \$ _____ (in figures)

TOTAL PRICE BID (in words) _____

CHECKLIST AND CERTIFICATION OF BID

Contract: Miscellaneous Construction Services

Please verify that the listed items are supplied and have been fully and properly executed and, or making those verifications, check off each item:

	Bid Forms
	Arithmetic in Proposal Checked/Verified
	Bidder's Affidavit
	Statement of Ownership Disclosure
	Non-Collusion Affidavit (signed and notarized)
	Qualification Statement (signed) with Public Works Contractor Certificate for bidder and all subcontractors
	Affirmative Action Cert or Affidavit (signed and notarized)
	Affidavit of Authorization (signed and notarized)
	NJ Business Registration Certificate (for bidder and all subcontractors)
	Confirmation of Respondent Registration (smick@ccuanj.gov)
	Disclosure of Investment Activities in Iran
	Bidder's Statement of Qualifications

CERTIFICATION

1. I hereby state that the goods or services offered by this bid shall be provided exactly as set forth in the specifications, without exception of any kind, unless said exception is specifically stated in writing as part of this bid. With respect to any such exception, I recognize that the Authority reserves the right to reject any bid which, by reason of exceptions taken, is in the Authority's judgement nonconforming to the specifications.
2. I hereby certify that I have read the Proposal submitted herewith and that I am authorized to make this proposal on behalf of the business entity whose name appears in it. I further certify that all items listed, and all computations are accurate and have been verified.

Signature

Date

**CUMBERLAND COUNTY UTILITIES AUTHORITY
STANDARD FORM OF CONTRACT**

Number C2-xxxxx

THIS AGREEMENT made the ___ day of, 2024 by and between, the **CUMBERLAND COUNTY UTILITIES AUTHORITY**, with offices located at 333 Water Street, Bridgeton, New Jersey 08302 (hereinafter called "Authority"), party of the First Part.

and _____, (hereinafter called "Contractor"), party of the Second Part.

WITNESSETH:

For and in consideration of the services to be supplied by Contractor and payment hereinafter specified and agreed to be made by the Authority, the parties herein agree as follows:

1. The Contractor shall and will provide the services in accordance with proposal submitted on December 3, 2024, said proposal and Resolution #xxxx being hereby incorporated into and made a part of this Contract, directed to the Cumberland County Utilities Authority.
2. All services received pursuant to this Contract are subject to the inspection and approval of the Authority, or its designated agent. In the event of an ambiguity in any part of proposal and whether the services comply with the proposal, the Authority's determination of the meaning of the proposal shall prevail. If it shall be necessary to provide additional specifications to clarify any ambiguity, such additional specifications will be furnished by Authority and the parties hereto agree to conform to and abide by the same insofar as same may be consistent with the purpose and intent of this contract.
3. Contractor is not and shall not be considered in any respect an agent of or for the Authority in the performance of this Contract but is expressly stated to be an independent contractor.
4. Each party agrees to indemnify the other party hereto, and save harmless the other party and its officers, official, agents, servants and employees against and from any and all claims, suits and costs of every kind, type or description, and any and all damages and liability to which they may be subjected, by reason of injury to the person or property of third parties resulting from or in any way arising out of the negligent performance or lack of performance of this Agreement by the indemnifying party and its agents, employees, affiliates, successors and/or assigns.
5. Contractor shall abide by and comply with all appropriate provisions of law applicable to the provisions of this contract and of the services agreed to be performed and the goods and materials to be supplied. This contract and all of its provisions shall be construed under the laws of the State of New Jersey.
6. For authorized services actually performed pursuant to this contract, Authority shall pay Contractor as set forth in Contractor's Proposal, said payments to be made in the manner and upon conditions as set forth in the proposal, after inspection and acceptance by the Authority or its designated representative.
7. No payment shall be made by Authority except for services actually performed and/or goods or materials actually delivered and only after submission to Authority of properly completed voucher forms together with such data as Authority may require in support thereof in accordance with the Authority's regular billing and payment procedure. Vouchers will be paid by the Authority within ten days after the regular monthly meeting at which the voucher has been approved. Approval of vouchers will not be unreasonably withheld provided, however, that the voucher was received at least ten days prior to the regular meeting of the Authority.
8. This Agreement may be terminated by AUTHORITY on thirty (30) days written notice to CONTRACTOR without cause, or by mutual written agreement of the parties, or by either party on ten (10) days written notice to the other in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
9. The use of subcontractors in the performance of any part of the contract is prohibited except by prior written acceptance and approval by the Cumberland County Utilities Authority.

CUMBERLAND COUNTY UTILITIES AUTHORITY

STANDARD FORM OF CONTRACT

Number **C2-xxxxx**

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10. 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. 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 **CUMBERLAND COUNTY** 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 or 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 Treasurer pursuant to **NJSA 10:5-31 et seq.** as amended and supplemented from time to time and the Americans with Disabilities Act. The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with **NJAC 17:27-5.2** or a binding determination of the applicable county employment goals determined by the Division, pursuant to **N.J.A.C. 17: 27-5.2**.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey, and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

CUMBERLAND COUNTY UTILITIES AUTHORITY

STANDARD FORM OF CONTRACT

Number C2-xxxxx

PAGE 4

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office 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 Affirmative Action Office for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

IN WITNESS WHEREOF, the parties hereto have duly executed this contract and sealed same or caused its seal to be affixed hereto.

CONTRACTOR

NAME _____

ADDRESS _____

SIGNATURE _____

DATED _____

WITNESS OR ATTEST:

BY _____

(Corporate Seal)

CUMBERLAND COUNTY UTILITIES AUTHORITY

SIGNATURE _____

DATED _____

WITNESS OR ATTEST:

BY _____

(Corporate Seal)

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified too, and included with all bid and proposal submissions. Failure to submit the required information causes automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

- For-Profit Corporation (any type) Limited Liability Company (LLC)

- Partnership Limited Partnership Limited Liability Partnership (LLP)

- Other (be specific): _____

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR
- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership, and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

**AFFIRMATIVE ACTION REQUIREMENTS
PROCUREMENT AND SERVICE CONTRACTS**

Bidders are required to comply with the requirements of P.L. 1975, C. 127 (N.J.A.C. 17:27).

Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a procurement contractor must present one of the following to the Cumberland County Utilities Authority:

- a. An existing federally approved or sanctioned affirmative action program.
- b. A State of New Jersey Certificate of Employee Information Report Approval.
- c. If the successful Contractor cannot present "a" or "b", he/she will be required to submit a completed Employee Information Report (Form AA302). This form will be made available to the successful contractor by the Cumberland County Utilities Authority.

1. Do you have a federally approved or sanctioned Affirmative Action Program?

Yes _____ No _____

(a) If yes, please submit a photostatic copy of such approval.

2. Do you have a State of New Jersey Certificate of Employee Information Report Approval?

Yes _____ No _____

(a) If yes, please submit a photostatic copy of such certificate.

NOTE: A CONTRACTOR'S BID MUST BE REJECTED AS NON- RESPONSIVE IF A CONTRACTOR FAILS TO COMPLY WITH THE AFFIRMATIVE ACTION REQUIREMENTS.

PLEASE EXECUTE THIS FORM AND SUBMIT WITH BID PACKAGE

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM
N.J.S.A. 52:32-55 et seq. (P.L. 2012, c.25 and P.L. 2021, c.4)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART A; VENDOR INFORMATION	
Individual or Organization Name:	
Address of Individual or Organization:	

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the 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.

PART B: CHECK THE APPROPRIATE BOX	
<input type="checkbox"/>	I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates 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.
OR	
<input type="checkbox"/>	I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries, or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.
Entity Engaged in Investment Activities Relationship to	
Duration of Engagement Anticipated Cessation Date	

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM (Continued)

PART C: CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; 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 may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

**NEW JERSEY
NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY

SS:

COUNTY OF _____

I, _____ of the city of _____
(Partnership, Corporation, Individual)

In the County of _____ and the state of _____
of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____

_____ the bidder making the Proposal for the above named Project, and that I executed the said Proposal with full 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 connection with the above named project; and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with full knowledge that the State of New Jersey relies upon the truth of the statements contained in said Proposal 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 maintained by

_____ (N.J.S.A. 52:34-15)
(Name of Contractor)

Subscribed and sworn to _____

Before me, this _____ day of _____, 20 _____

(also type or print name of affiant under signature)

Notary Public of _____

My Commission expires _____ 20 ____

{SEAL}

BIDDER'S STATEMENT OF QUALIFICATIONS

The bidder is required to provide evidence to the Owner that he is qualified to perform the contract work. This evidence shall include but shall not be limited to a statement of work of a similar nature to the contract work that the bidder has performed in the last five years, and such other evidence as the bidder shall deem relevant to his qualifications and experience. The Owner reserves the right, in its sole judgment, to request such other and further information and undertake such other investigation as it shall consider necessary to determine the bidder's qualifications and responsibility. By the act of bidding the bidder consents to such additional investigation.

"The Public Works Contractor Registration Act" (P.L. 1999, c 238), became effective April 11, 2000. Under the Act, no contractor/subcontractor will be permitted to bid on or engage in any contract for public work, as defined in Section 2 of P.L. 1963, c 150 (C:34:11-56.26), unless that Contractor/subcontractor registered with the New Jersey Department of Labor. The Act provides that upon registration with the Department, a public works contractor/subcontractor will be issued a certificate by the Department indicating compliance with the Act's requirements.

A COPY OF THIS CERTIFICATE MUST BE SUBMITTED AS PART OF THE BIDDER'S STATEMENT OF QUALIFICATIONS

BIDDER'S STATEMENT

(Use additional sheets if necessary. Are additional sheets attached? Yes No)

STATEMENT MUST BE CERTIFIED BELOW:

I hereby certify that the foregoing statements are true and recognize that if any statement herein is willfully false, I am subject to punishment.

Date

Signature

AFFIDAVIT OF AUTHORIZATION

(To be filled in and executed if the Contractor is a Corporation)

STATE OF _____

SS:

COUNTY OF _____/

_____, being duly sworn, deposes and says that he is Secretary of _____ a corporation organized and existing under and by virtue of the laws of the State of _____, and having its

principal office at: _____

Street & Number

City

State

Affiant further says that she/he is familiar with the records, minute books, and by-laws of

Name of Corporation

Affiant further says that _____
Officer's Name/Title

of the Corporation is duly authorized to sign the Contract for the Construction.

Affiant _____

Sworn to before me this _____ day of _____, 20__.

Signature/Seal of Notary Public

County

Commission Expires the _____ day of _____, 20__

WARRANTY AS TO AUTHORIZATION TO DO BUSINESS IN THE STATE OF NEW JERSEY

I hereby warrant and represent that we are licensed to do business and to provide the goods or services offered by this bid in the state of New Jersey as of the date of signature and that we have not been declared insolvent or bankrupt, nor have we filed, nor has it been filed against us in proceedings in the State of New Jersey or any other State for dissolution or revocation of its authority to do business.

AFFIX CORPORATE SEALS IF APPLICABLE

Date

Signature

Print Name and Title

PRINCIPAL:

Dated: _____

_____(L.S.)

SURETY:

Dated: _____

_____(L.S.)

GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

A. INSURANCE

As a minimum, the Contractor shall carry the following kinds and amounts of insurance in addition to any other forms of insurance or bonds required under the terms of these Specifications. Before beginning work, the Contractor shall file with the Authority signed original certificates with current due dates from insurers, showing the amounts of insurance carried and the risks covered thereby,

1. Comprehensive General Liability Insurance
 - a. \$1,000,000 combined single limit per occurrence. \$2,000,000 combined single limit aggregate including contractual liability, products, completed operations, broad form property damage, personal injury, underground, explosion, and collapse coverage.
 - b. CONTRACTORS insurance to be primary.
 - c. 30 days' notice for intent to cancel, non-renew, or make any material change in coverage.
2. Automobile Liability Coverage
 - a. \$1,000,000 combined single limit.
 - b. Coverage to include any owned, non-owned, and hired vehicle.
 - c. 30 days' notice for intent to cancel, non-renew, or make any material change in coverage,
3. Workers Compensation Coverage
 - a. Statutory limits for State of New Jersey, \$100,000 each accident, \$500,000 policy limit, and \$100,000 each employee,
 - b. 30 days' notice for intent to cancel, non-renew, or make any material change in coverage.,
4. Excess Liability
 - a. Commercial Umbrella Form - \$1,000,000 combined single limit., Must cover all underlying general liability, auto exposures, and broad form property damage, personal injury, underground, explosion, and collapse coverage.

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

B. CONTRACTOR'S RESPONSIBILITIES

1. OVERTIME: Certain activities and work may be required to be performed during overtime, on Saturdays, Sundays, or legal holidays in order to avoid disruption to the public. The Contractor shall not request additional compensation for the work to be performed during those periods. If the Contractor requests to work during overtime hours, Saturdays, Sundays, or legal holidays, for his own convenience, compensation for the cost of attendance by Owner's and/or Engineer's representative will be deducted from the Contractor's requisition at the Owner/ and or Engineer's rate as agreed by Owner.

2. **ENVIRONMENTALLY SENSITIVE AREAS:** The Contractor is to understand that the project may include within or outside the limits of the project, environmentally sensitive areas. The Contractor shall protect those areas from damage and/or disturbance due to the work. Any damage and/or disturbance caused by the contractor shall be repaired immediately at no cost to the Owner. Any violations or fines issued by any and all persons having jurisdiction will be at the cost of the Contractor and shall hold harmless the Owner, Engineer, Project Manager, the municipality, and/or property owner.
3. **HOLD HARMLESS:** CONTRACTOR hereby agrees to and shall, indemnify and hold harmless the OWNER, the ENGINEER, the PROJECT MANAGER, their subsidiaries, affiliates, and each of its present and future officers, directors, employees, agents, and shareholders, from and against any and all liabilities or notifications of potential liability, penalties, fines, forfeitures, demands, claims, claims for indemnification and contribution, causes of action, suits damages losses, economic losses, assessments and health effects studies, other necessary expense of response to injuries or damages, or other costs and expenses (including expense of defense, settlement and reasonable attorney's fees), that any or all of them may hereafter suffer, incur, be responsible for, or pay out as result of any and all of the following: a) Bodily illness or injury (including death) to any persons; b) exposure of any person to substances increasing the likelihood of disease; c) injury to any property including injury to, loss, or destruction of natural resources; d) any release or threatened release of a hazardous substance or substances into the environment; e) contamination of or adverse effects on the environment; or f) any violation or alleged violation of federal or state laws, statues (including, but not limited to, violations of or liability arising under the Comprehensive Environmental Response, compensation, and Liability Act of 1980, as amended, and the Resource Conservation and Recovery Act of 1976, as amended), ordinances, orders, rules, regulations, or safety plans or any governmental entity or agency, directly or indirectly to the proportionate extent caused by willful misconduct or negligent acts of CONTRACTOR, or arising out of breach of this Agreement, the Scope of Services, of the Standard of Services, Representations, Warranties, and Covenants by CONTRACTOR, or any negligent act or omission of CONTRACTOR, its affiliates, or any of its employees, agents, vendors, or subcontractor engaged to provide Services under this Agreement. Indemnification under this provision shall exclude any and all damages which arise out of or result from any willful misconduct or negligent act or omission of OWNER or any of its officers, employees, servants, agents, successors, and assigns, including its subcontractors, consultants, and representatives other than CONTRACTOR.
4. **NEGLIGENT ACTS OR OMISSIONS:** When willful misconduct or negligent acts or omissions of either CONTRACTOR or OWNER have caused any liabilities, damages, fines, penalties, costs, claims, demands, and expenses, whether or not a third party's acts or omissions also were casual, CONTRACTOR and OWNER shall contribute to the common liability (including the costs associated with defense settlements, and reasonable attorney's fees) bases upon the relative degree of fault of each.

Agreement, the Scope of Services, of the Standard of Services, Representations, Warranties, and Covenants by CONTRACTOR, or any negligent act or omission of CONTRACTOR, its affiliates, or any of its employees, agents, vendors, or subcontractor engaged to provide Services under this Agreement. Indemnification under this provision shall exclude any and all damages which arise out of or result from any willful misconduct or negligent act or omission of OWNER or any of its officers, employees, servants, agents, successors, and assigns, including its subcontractors, consultants, and representatives other than CONTRACTOR.

4. NEGLIGENT ACTS OR OMISSIONS: When willful misconduct or negligent acts or omissions of either CONTRACTOR or OWNER have caused any liabilities, damages, fines, penalties, costs, claims, demands, and expenses, whether or not a third party's acts or omissions also were casual, CONTRACTOR and OWNER shall contribute to the common liability (including the costs associated with defense settlements, and reasonable attorney's fees) bases upon the relative degree of fault of each.

C. TESTS AND INSPECTIONS

Where services of an independent testing laboratories may be required to verify completion of a task, the CONTRACTOR will be required to provide such services by a mutually agreeable testing laboratory.

D. PAYMENTS AND COMPLETION

Unless otherwise agreed to, the CONTRACTOR shall submit requests for payment upon completion of the work requested. Payment will generally be made within 30 days after presentation. All requests must be approved by resolution of the Owner's Board of Commissioners. The Owner's Board of Commissioners meets monthly on the third Thursday of the month. All work must be accepted by the OWNER as satisfactory prior to payment. Nothing in this section shall be interpreted as in conflict with New Jersey's P.L. 2006, c.96; N.J.S.A. 2A:30A-1 et seq., the "Prompt Payment Law".

E. DISPUTE RESOLUTION

The OWNER'S selected method of alternative dispute resolution is mediation.

Disputes arising under this Agreement shall be submitted first in writing to the Director then to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration or non-binding arbitration, as required by P.L. 1997, c.371, pursuant to industry standards, prior to being submitted to court for adjudication.

Nothing in this Article shall prevent the OWNER from seeking injunctive or declaratory relief in court at any time. The alternative dispute resolution practices required by this Article shall not apply to disputes concerning bid solicitation or award process, or the formation for contracts or subcontracts to be entered into pursuant to P.L. 1971, c. 198 (N.J. S.A. 40A:11-1, et seq.)

F. THE NEW JERSEY PREVAILING WAGE ACT

The New Jersey Prevailing Wage Act, Chapter 150 of the laws of 1963, and Chapter 303 of the laws of 1973, shall be considered a part of this Contract. All bids should be based upon the Prevailing Wage Rate Determination in effect at the time said bids are submitted.

All labor prices quoted shall conform to the above referenced acts and laws. The Contractor must notify the Owner of any revisions to the New Jersey Department of Labor and Industry's Prevailing Wage Rate Determination that may affect the work under this contract.

TECHNICAL SPECIFICATIONS

SECTION 1 – SUMMARY OF WORK

GENERAL

1. Work Included

- a. The contractor shall provide all mobilization, demobilization, labor, superintendence, materials, tools, transportation, plant, and equipment and all means of construction necessary to complete the construction work as directed by the Authority.
- b. For emergency work, the contractor shall be responsible to arrive at the job site within two (2) hours of being called with all labor and equipment necessary to fully complete the intended work.
- c. Without intending to limit the amount of work included and solely for the convenience of the Contractor the work in general under this contract may include but is not limited to emergency and scheduled repairs of gravity sewer mains, forced sewer mains, concrete removal and installation and bituminous paving removal and installation.
- d. Technical and specification requirements for all work will be as directed by the Authority or their Engineer.
- e. The Authority is a public entity and is exempt from state sales tax on materials utilized for the project except for rental of equipment used on the project. Payment of sales tax for rental equipment will be the responsibility of the Contractor. The Contractor shall request the Authority the tax-exempt letter prior to commence of the project.
- f. The Contractor is to understand that work may be in or outside the limits of environmentally sensitive areas. The Contractor shall protect those areas from damage and/or disturbance due to work. Any damage and/or disturbance caused by the Contractor shall be repaired immediately, at no cost to the Owner. Any violations or fines issued by any and all persons having jurisdiction will be at the cost of the Contractor and shall hold harmless the Authority, the Authority's Engineer, the local municipality, and/or property owner.
- g. The Authority and its Engineer shall not be responsible for job safety. The Contractor shall be responsible for all job safety requirements for his employees and subcontractors in the performance or the work under this contract/projects.
- h. The Contractor is responsible for all lines, elevations, and measurements, exercising precaution to verify all dimensions provided by the Authority.
- i. Before excavating the project area, the Contractor is to verify the location of any underground utility facilities (gas mains, electric lines, telephone line, water mains, storm sewer lines, sanitary sewer lines, etc.). Should existing underground structures or facilities interfere with project construction, the Authority and/or Engineer should be immediately notified before proceeding with work.
- j. The Authority may direct the Contractor to perform surface restoration work to restore all areas affected due to the performance of the work under this contract. All affected areas shall be left in the same or in a condition better than existed before the start of construction. Payment for restoration shall be made on the unit price bid.
- k. Certain activities and work may be required to be performed during overtime, on Saturdays, Sundays, or legal holidays in order to avoid disruption to the public. The Contractor shall not request additional compensation for the work to be performed during those periods. If the

Contractor works during overtime hours, Saturdays, Sundays, or legal holidays for his own convenience, compensation for the cost of attendance by Authority's and/or Engineer's representative will be deducted from the Contractor's requisition at the Authority's and/or Engineer's rate as agreed by Owner.

- l. All work must be performed in such a manner so that the work does not disrupt Authority operations or the public.
- m. The Contractor must maintain proper personal equipment and materials sufficient to complete the work under this contract.
- n. The Authority's Executive Director (or his designated representative) and the Authority's Engineer shall be the persons in direct charge of designating the amount of work to be performed under this contract.

END OF SECTION

SECTION 2 -MEASUREMENT AND PAYMENT

GENERAL

1. Bid/Pay Items
 - a. All payments or credits shall be made on the basis of the UNIT PRICES BID by the Contractor.
 - b. The owner may increase or decrease the quantity of work to be done under any item and the Contractor will only be paid for the actual quantity of work provided based on the UNIT PRICES BID.
 - c. The Contractor shall be responsible to arrive at the job site within two (2) hours of being called with all labor and equipment necessary to fully complete the intended work. There will be no payment made for time spent obtaining equipment that is not at the work site. This should be included in the unit price bid for equipment items.
 - d. The Contractor will only be paid for the time of actual use/operation of each piece of equipment that is onsite. There will be no additional or separate payment for equipment that is onsite and on standby.
2. Work Included in BID/PAY ITEMS
 - a. The Contractor shall include mobilization, demobilization, overhead, and profit associated with this contract in the individual BID/PAY ITEMS. No separate payment for overhead and profit shall be made under this contract.
 - b. For BID/PAY ITEMS that designate equipment only, it is implied that there is no dedicated operator or driver onsite. The Contractor will only be paid for the actual time of use/operation of each associated piece of equipment. There will be an additional or separate payment for equipment that is onsite and on standby, this should be included in the unit price bid for each individual pay item. Separate payment for the operator or driver shall be made based on the classification of the individual(s) operating the equipment. Example: if a foreman operates a piece of equipment, the contractor will be paid based on the time the equipment was in use/operation at the unit price bid in addition to the unit price bid for the foreman hourly rate. Any associated superintendence, materials, tools, transportation, or other costs associated with an individual BID/PAY ITEM shall be

- included in the bid cost for each individual BID/PAY ITEM.
- c. For PAY/BID ITEMS that indicated a COMPLETE installation, the Contractor shall include ALL labor (based on NJ Prevailing Wages), superintendence, materials, tools, transportation, plant, and equipment as well as means of construction necessary and reasonably incidental to the complete individual BID/PAY ITEM.

END OF SECTION

POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in

Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfnslfnmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided with a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time to time, as necessary.
 - b. A public agency using these forms **should edit them to accurately reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is,” subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.”

This will assist the local unit in its obligation to ensure that the contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instructions to complete it are included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county.

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity, and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

*N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature _____ Printed Name _____ Title _____

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative

Date

Print Name and Title of Vendor's Authorized Representative

Vendor's FEIN

Vendor's Name

Vendor's Phone Number

Vendor's Address (Street Address)

Vendor's Fax Number

Vendor's Address (City/State/Zip Code)

Vendor's Email Address

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).